



Kane County

KC American Rescue Plan Committee

Agenda

Government Center
719 S. Batavia Ave., Bldg. A
Geneva, IL 60134

SANCHEZ, Kenyon, Bates, Gumz, Lenert, Molina, Strathmann, Surges & Tepe

Wednesday, November 20, 2024

11:30 AM

County Board Room

RESCHEDULED FROM 11.27.24*

1. **Call To Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Approval of Minutes: October 30, 2024**
5. **Public Comment**
6. **Discussion Items:**
 - A. ARP Committee Report
 - B. Other Committee Matters
7. **New Business**
 - A. **Resolution:** Authorizing an Award Amount for Strengthening Behavioral Health Through Basic Needs
 - B. **Resolution:** Authorizing an Award Amount for Food Access Initiatives
 - C. **Resolution:** Authorizing an Award Amount for Safe Spaces, Healthy Minds, and Kane County Affordable Housing
 - D. **Resolution:** Authorizing an Agreement with the University of Kansas Center for Research, Inc (IRIS - Integrated Referral and Information System) and the Use of State and Local Fiscal Recovery Funds and for the Kane County Health Department ARPA Behavioral Health System Improvement Initiative
 - E. **Resolution:** Amending Resolution 24-433 Authorizing Execution of Memorandum of Understandings for Internal County American Rescue Plan Projects Funded by State and Local Fiscal Recovery Funds
 - F. **Resolution:** Approving an Intergovernmental Agreement with the Dundee Township Road District for the Pokagon Creek Stream Stabilization Project

- G. **Resolution:** Approving an Intergovernmental Agreement with the Hampshire Township Road District for the Marney and Kelley and the Kelley Off-Site Drainage Projects
 - H. **Resolution:** Authorizing the De-Obligating of State and Local Fiscal Recovery Funds from the Forest Preserve Zoom We Conferencing Services Project and Re-Obligating for the Access Control Program Project for the Kane County Building Management Department
 - I. **Resolution:** Authorizing the De-Obligating of State and Local Fiscal Recovery Funds from Jail Tower A & B HVAC Improvements Project Approved in Resolution 24-172 and Re-Obligating for the Shooting Range HVAC System Renovations Project and the Kitchen and Laundry Area Improvements at the Kane County Justice Center Project for the Kane County Building Management Department
 - J. **Resolution:** Authorizing an Amendment to the Agreement with the Kane County American Rescue Plan Consultant and Corresponding Use of Additional State and Local Fiscal Recovery Funds
- 8. **Old Business**
 - 9. **Executive Session (if needed)**
 - 10. **Adjournment**

STATE OF ILLINOIS)

COUNTY OF KANE)

SS.

REPORT NO. TMP-23-1738

ARP COMMITTEE REPORT

Summary of Program Information

Summary	
Funding Remaining	
Total ARPA Award	\$ 103,413,041
Total Allocated	\$ 103,413,041
Remaining Unallocated	\$ (0)
Remaining Revenue Replacement as of 5/31/2024	\$ (0)
Remaining Funding to Allocate to Projects	\$ (0)
Resolution Pipeline	
Total Allocated	\$ 103,413,041
Allocated and Resolved	103,413,041
Remaining Allocated to be Resolved	\$ -

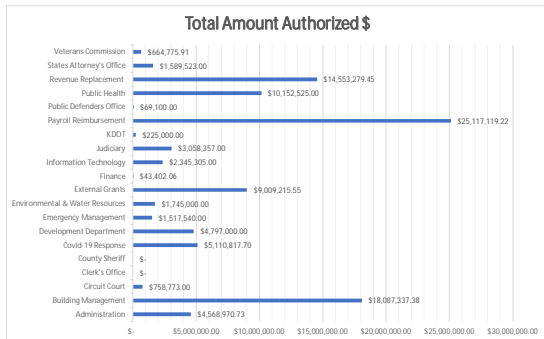
Breakdown by Project Totals			
Project Type	Count of Projects	Allocated	Resolved
External Grants	20	\$ 17,734,405	\$ 17,734,405
Government Activities	42	\$ 67,931,195	\$ 67,931,195
Professional Services	7	\$ 17,747,441	\$ 17,747,441
Total	69	\$ 103,413,041	\$ 103,413,041

Breakdown by Expenditure Category Totals			
Expenditure Category	Count of Projects	Allocated	Resolved
EC1: Public Health	29	\$ 34,387,220	\$ 34,387,220
EC2: Negative Economic Impacts	15	\$ 13,655,991	\$ 13,655,991
EC3: Public Sector Capacity	14	\$ 32,714,177	\$ 32,714,177
EC4: Premium Pay	-	\$ -	\$ -
EC5: Infrastructure	4	\$ 3,440,000	\$ 3,440,000
EC6: Revenue Replacement	1	\$ 14,553,279	\$ 14,553,279
EC7: Administrative	5	\$ 4,612,373	\$ 4,612,373

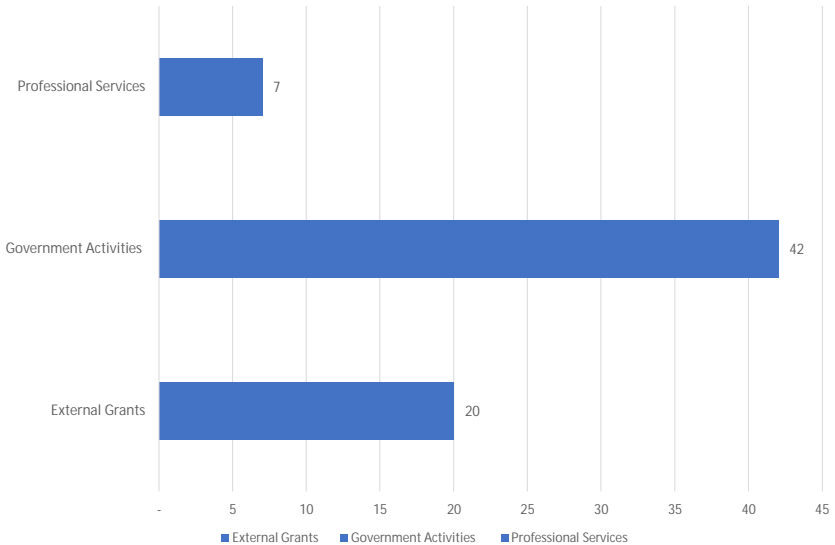
EC8: Natural Disasters	1	\$ 50,000	\$ 50,000
Assessment in Progress	-	\$ -	\$ -
Totals	69	\$ 103,413,041	\$ 103,413,041

Definitions	
Allocated	The County has a plan for the funding, it could be in the assessment stage, resolved, or formally obligated.
Resolved	The County has passed a resolution authorizing the project and use of funds.
Obligated	The County has passed a resolution authorizing the project and use of funds, and the project has been reported to the Treasury in the Quarterly Reporting cycle
External Grant	The project is operated by an entity that is not part of the government, or involves payments to external entities.
Government Activities	The project is operated by a government entity.
Professional Services	A project to hire consultants to perform a task on behalf of the County. (Contact Tracing, Administration, Research, etc.)

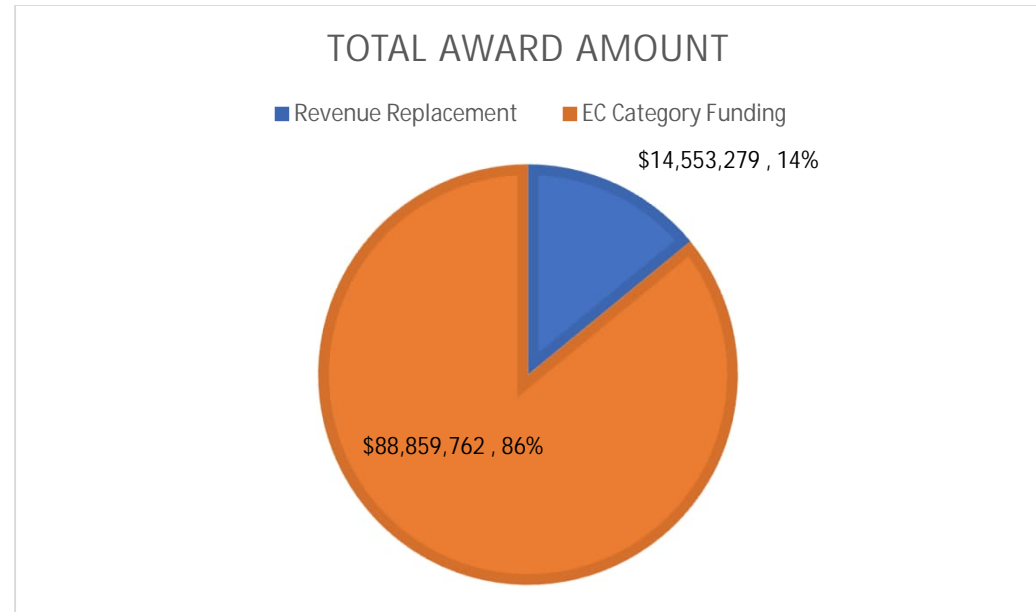
Department	Total Amount Authorized \$
Administration	\$ 4,568,970.73
Building Management	\$ 18,087,337.38
Circuit Court	\$ 758,773.00
Clerk's Office	\$ -
County Sheriff	\$ -
Covid-19 Response	\$ 5,110,817.70
Development Department	\$ 4,797,000.00
Emergency Management	\$ 1,517,540.00
Environmental & Water Resources	\$ 1,745,000.00
External Grants	\$ 9,009,215.55
Finance	\$ 43,402.06
Information Technology	\$ 2,345,305.00
Judiciary	\$ 3,058,357.00
KDOT	\$ 225,000.00
Payroll Reimbursement	\$ 25,117,119.22
Public Defenders Office	\$ 69,100.00
Public Health	\$ 10,152,525.00
Revenue Replacement	\$ 14,553,279.45
States Attorney's Office	\$ 1,589,523.00
Veterans Commission	\$ 664,775.91
Total Authorized*	\$ 103,413,041



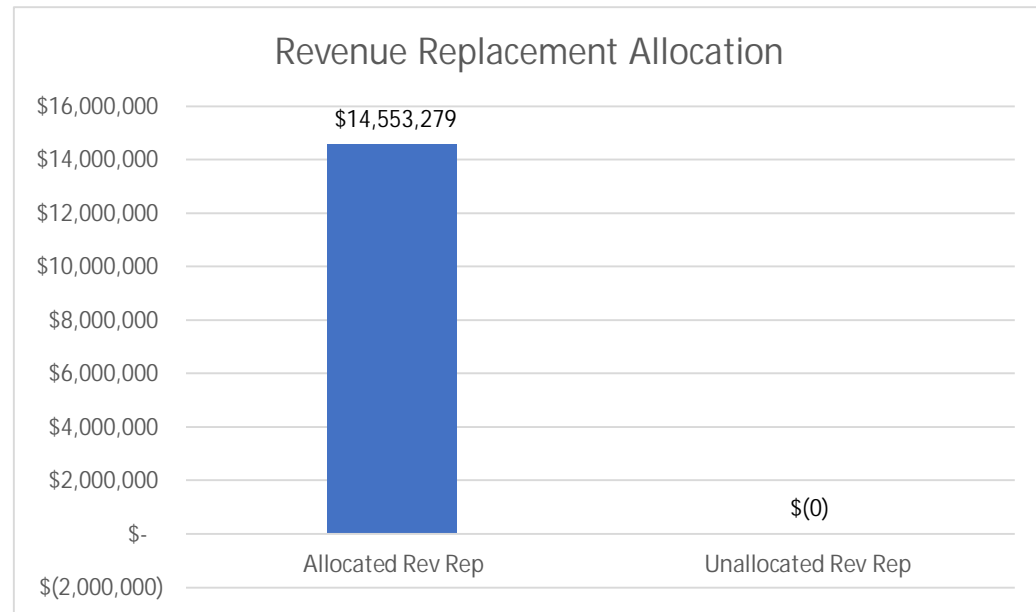
Distribution of Projects by Count



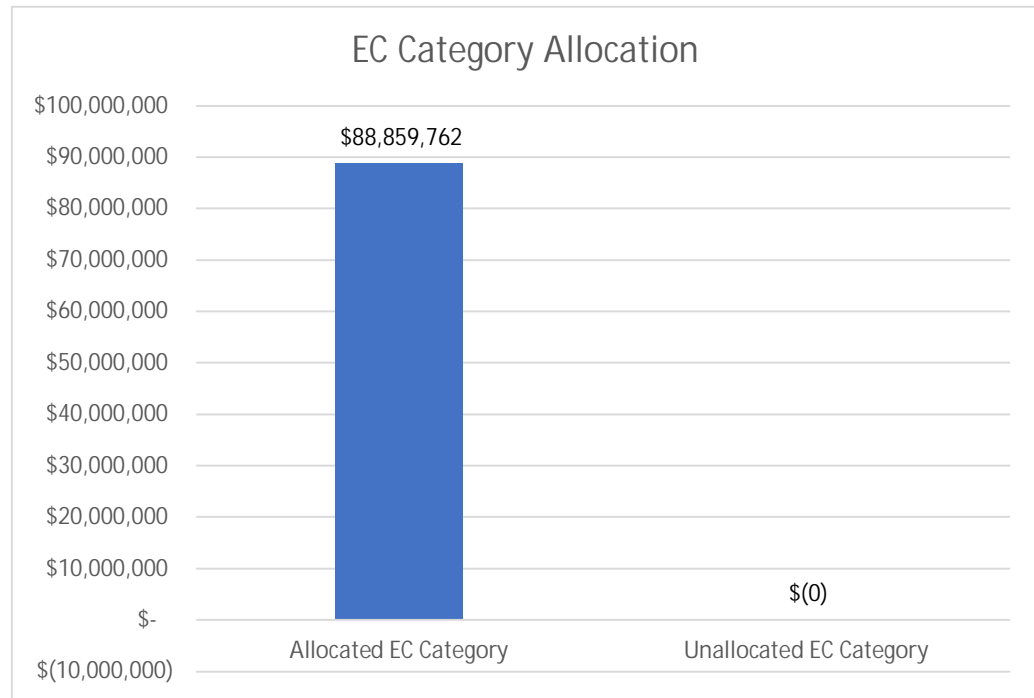
Total Award Amount	\$ 103,413,041
Revenue Replacement	\$ 14,553,279
EC Category Funding	\$ 88,859,762



Total Revenue Replacement	\$ 14,553,279
Allocated Rev Rep	\$ 14,553,279
Unallocated Rev Rep	\$ (0)



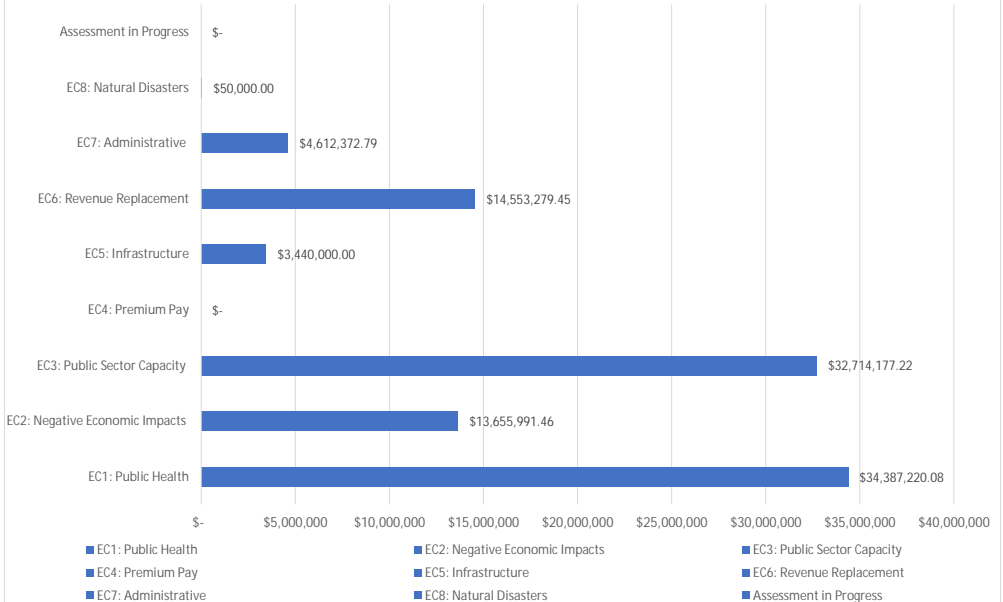
Total EC Category Funding	\$	88,859,762
Allocated EC Category	\$	88,859,762
Unallocated EC Category	\$	(0)



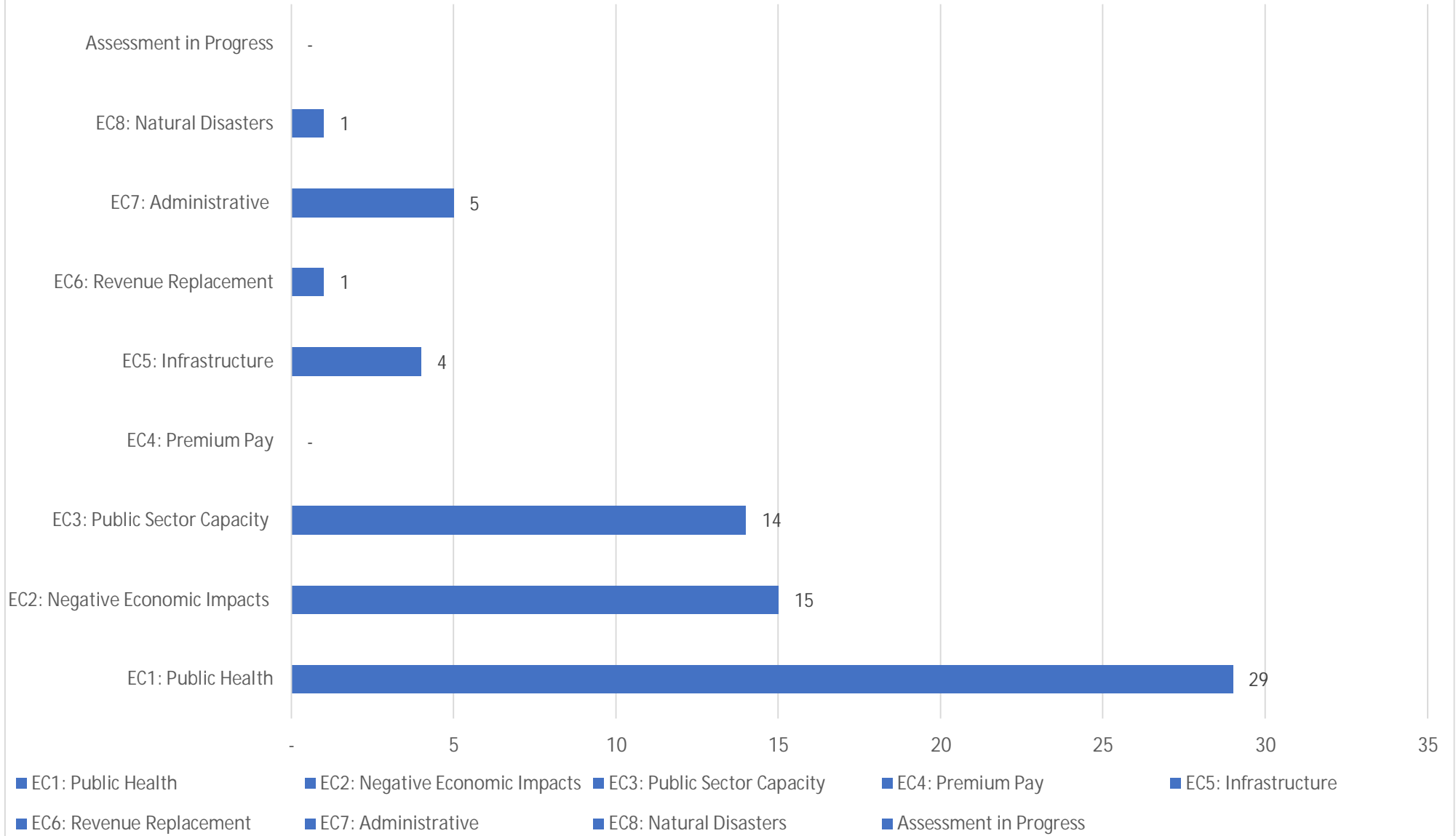
Expected Expenditure by Type



Resolved and Proposed Projects by Expenditure Category



Resolved and Proposed Projects by Expenditure Category by Count



STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

REPORT NO. TMP-23-1739

OTHER COMMITTEE MATTERS

for eligible expenses incurred by the organizations on or after January 1, 2025.

NOW, THEREFORE, BE IT RESOLVED that that the Kane County Board authorizes the Kane County Board Chairman to execute three separate grant agreements with VOA Illinois in the amount of \$100,000.00, Two Rivers Head Start Agency in the amount of \$75,000.00, and Fox Valley Park District in the amount of \$25,000.00 as documented in Exhibit A of each contract to be distributed as reimbursements for eligible expenses incurred by the organizations on or after January 1, 2025.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the ARP Program Manager will ensure upon receipt of appropriate documentation of eligible expenses from each nonprofit organization that all eligible expenses are reviewed, verified and consistent with the parameters in Resolution 21-512 by the ARP consultant, Ernst & Young, and the State's Attorney's Office, that all eligible expenses are processed for payment through the Finance Department and the County Auditor, and will further coordinate with the County Treasurer the payment and delivery of the reimbursements to the respective nonprofit organizations.

Passed by the Kane County Board on December 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing an Award for Strengthening Behavioral Health through Basic Needs

Committee Flow: American Rescue Plan Committee County Board

Contact: Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: n/a
If not budgeted, explain funding source: n/a	

Summary:

This resolution authorizes the award of a competitive grant in the amount of \$100,000 for VOA Illinois, \$75,000 for Two Rivers Head Start Agency, and \$25,000 for Fox Valley Park District through the Community Support Grant Program pursuant to the parameters established in Resolution 21-512. These grants are to provide funding to provide basic needs to strengthen behavioral health for Kane County residents. This resolution authorizes the Kane County Board Chairman to execute grant agreements with the selected nonprofit organizations that have been awarded competitive Community Support Grants by the Kane County Board pursuant to the parameters established by Resolution 21-512, and further authorizes the payment of those funds as reimbursement to those selected nonprofits upon the execution of approved community support grant agreement and verification of the eligibility of expenses.

Exhibit A

Organization Name	MH or SU	Project	Funding Recommended
VOA Illinois	MH	Provide emergency financial assistance for basic needs like food, clothing, and medication, addressing a critical gap that current programs overlook and allowing clients—many of whom face barriers like mental health, substance use, homelessness, disabilities, or criminal records—to improve their overall well-being; additionally, a dedicated therapist will allocate five hours per week to administer this assistance and provide free therapy to uninsured or underinsured clients.	\$100,000.00
Two Rivers Head Start Agency	MH	Expansion of Two Rivers Head Start Agency’s Personal Care Pantry, which provides essential cleaning and hygiene products to low-income families in Kane County still struggling with post-COVID-19 recovery.	\$75,000.00
Fox Valley Park District	MH	Establish a free, round-trip transportation service for seniors from select communities to the Prisco Community Center, operating three times a month to provide reliable access to social and wellness programs that reduce isolation and enhance mental resilience; services include core programs like the Friendly Center Club, Legacy Lounge, Fox Fitness Gym, general paid programming, and seasonal outings, with staffing costs covered by the grant to ensure sustainable and inclusive participation for up to 60 unique seniors weekly.	\$25,000.00
Total			\$200,000.00

**Kane County ARPA SLFRF Working Group
Strengthening Behavioral Health through Meeting Basic Needs
Considerations for Notice of Funding Availability**

Notice of Funding Availability: Strengthening Behavioral Health through Meeting Basic Needs

Description: This document will serve as the public funding announcement and should be consistent with the requirements per [2 CFR 200.204](#)

Program Title: Strengthening Behavioral Health through Meeting Basic Needs

Assistance Listing: Assistance Listing Program Title is Coronavirus State and Local Fiscal Recovery Funds, and Assistance Listing Number is 21.027

Key Dates: Cost allowability period January 1, 2025 – September 30, 2026; Application opening date of 10/28/2024, closing date of 11/06/2024 at 11:59pm CST

Availability Period: 10 days

Funding Availability: \$200,000.00 total. Each organization may apply for between \$25,000.00 and \$100,000. There will likely be multiple awardees throughout the County.

Program Description:

The ability to meet basic essential needs is foundational to enhancing one’s mental health. It is a critical aspect of overall well-being and ensuring that individuals are equipped to cope with the everyday stressors associated with living a full life. In Kane County, Illinois, mental health issues such as anxiety, depression, substance abuse, and suicide are prevalent, mirroring trends seen across the state and the nation. Meeting basic essential needs is shown to enhance mental health in the following ways.

1. **Reduced Anxiety:** When basic needs like food, shelter, and safety are met, individuals experience less anxiety and stress, allowing them to focus on other aspects of life.
2. **Increased Stability:** A stable environment fosters a sense of security, which is crucial for emotional well-being. This stability helps individuals feel grounded and less overwhelmed.
3. **Improved Physical Health:** Good nutrition, adequate sleep, and healthcare contribute to overall physical health, which is closely linked to mental health. Physical ailments can exacerbate mental health issues.
4. **Enhanced Relationships:** Meeting social needs through connections and support networks can combat feelings of loneliness and isolation, promoting a sense of belonging.
5. **Boosted Self-Esteem:** Having basic needs met can improve self-esteem and a sense of worth, enabling individuals to pursue goals and engage in positive activities.
6. **Better Coping Mechanisms:** With their basic needs addressed, individuals are more equipped to handle stressors and challenges, enhancing their resilience

Creating a supportive environment where basic needs are fulfilled, will improve mental health and overall quality of life for residents in Kane County. To that end, the Kane County Health Department proposes an initiative aimed at assisting local organizations better meet the essential needs of their clients through directly eliminating barriers to meeting those needs thereby improving mental health. Barriers may include, but are not limited to access to costs such as access to nutritious food, stable housing, dependable transportation, childcare, healthcare, medication, disability accessibility socialization, etc.

Possible expenditures may include, but are not limited to, paying for medication, hearing aids, glasses, medical equipment, utilities assistance, rent/deposit assistance, respite costs, legal aid, housing/property improvements for access and stability, costs associated with ensuring reliable transportation, filing vital paperwork, childcare, and medical visits.

The Kane County Health Department (KCHD) is seeking proposals from qualified organizations located in Kane County to provide these basic needs in addition to the services they are providing for their clients. The purpose of this award is to provide support for individuals in order to prevent mental health problems and intervene in crisis situations. The selected organizations will utilize this funding as a tool to better support their clients overall mental, physical and emotional health.

This funding is limited to a maximum possible award amount of \$100,000.00 and a minimum award amount of \$25,000.00 per organization for eligible expenses. All awards under this program shall be issued as grants and shall be disbursed to grantees on a reimbursement basis. Grantees will be expected to enter into a funding agreement with the County of Kane and shall be required to present appropriate documentation in order to substantiate their request(s) for reimbursement.

All awarded grant funds must be spent before 9/30/2026. Documentation to request reimbursement should be submitted by 10/31/26. Any organization needing an extension for grant fund expenditure must submit such request to the Kane County American Rescue Plan Program Manager in writing forty-five (45) days prior to the 10/31/26 deadline. Any request for extension must be approved by the Kane County Board prior to the end of the funding agreement's period of performance.

Eligibility Criteria:

- State and Local Government Agencies
- 501(c)3 Non-profit organization
- Tribal Organization
- Community-based organization
- Healthcare Provider
- Deliver services from a facility that is physically located within Kane County.
- Be in good standing with all applicable federal, state, and local standards and requirements.
- Ability to work with diverse populations, low-income groups, minorities, and individuals with limited access to these services

Evaluation Criteria:

The County will evaluate applications to determine if the applicants meet the eligibility requirements. Awards will be made at the County’s discretion based on the evaluation criteria.

Award amounts will be evaluated based on need demonstrated by budget information submitted as part of the application. Applications must be complete to be considered. Award amounts are subject to funding availability.

The County will consider the following evaluation criteria for applications.

Proposal Evaluation Criteria and Rating System:

1. Organizational Background (20 points)

- 20: Extensive Experience (5+ years), demonstrated success working in the community
- 10: Good experience (3-5 years), some evidence of past success addressing needs in the community.
- 5: Limited experience (under 1 year), minimal evidence of past work.
- 0: no relevant experience

2. Program Plan (50 Points)

- 50: Clearly and concisely describes need, program implementation, timeline, key performance outcomes, and evaluation methods
- 25: Defines plan but lacks clarity and performance outcomes/metrics and/or evaluation methods
- 10: Plan is unclear and incomplete
- 0: Plan is not sufficient

3. Budget (30 Points)

- 30: Budget is highly detailed, reasonable, and cost-effective with a clear, achievable timeline including specific milestones.
- 20: Detailed budget with minor gaps, generally cost-effective, timeline is feasible with a few minor concerns.
- 10: Budget is incomplete or lacks rational, timeline is vague or unrealistic.
- 0: No budget or timeline provided.

Total Possible Points: 100

This evaluation criteria and rating system assess proposals on their organization background, proposed approach, staff qualifications, and the combined budget and timeline to effectively serve our county.

Eligible Expenses

Expense Type	Description	Detailed Description
Operational Expenses	Expenses related to the operation of the program.	This may include costs associated with the operation of the program including payroll, occupancy, and administration.
Programmatic Expenses	Expenses for essential basic client needs.	This will include expenditures associated with direct goods and services as described in above examples.

Application Preparation & Submission:

Proposals must be submitted electronically to Kim Peterson, Director of Community Health, Kane County Health Department petersonkim@kanecountyil.gov . Please include “Strengthening Behavioral Health through Meeting Basic Needs” in the email subject line. Late submissions will not be considered.

Appeals: If your application is deemed ineligible, an appeal may be submitted to the Kane County ARPA Program Manager within three (3) calendar days of notification to KaneARPA@co.kane.il.us. Appeals must be on organizational letterhead and signed by an authorized representative of the applicant. Information should include a description of how your organization meets the eligibility requirements and any supporting documentation you deem relevant. Awarded amounts are considered final and the County will not consider appeals requests for awarded amounts.

uncertainty, change in routine, remote schooling, loss of care giver, social isolation and financial instability. Data from the CDC show young people were especially impacted with 37% of high school students reporting poor mental health and 44% reporting that they had feelings of sadness or hopelessness. Specific populations require unique interventions, so this project will address issues experienced differently by residents of different ages, races/ethnicities, socio-economic groups and orientations. and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Health Department’s request for SLFRF for Addressing Behavioral Health Needs of Kane County Residents for the purpose of responding to the public health and negative economic impacts of the COVID 19 pandemic and completed an assessment regarding the project’s eligibility under section EC1 (Public Health), sub-categories 1.12 (Mental Health Services) and 1.13 (Substance Use Services)(see Exhibit A); and

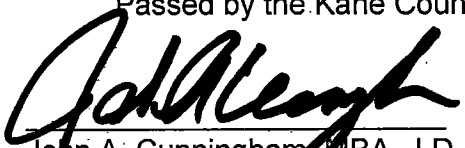
WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$9,975,000 to fund the Addressing Behavioral Health Needs of Kane County Residents for the Kane County Health Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

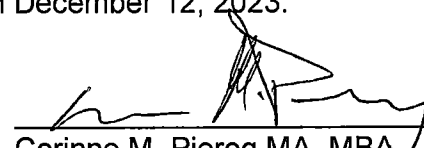
NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Health Department use of State and Local Fiscal Recovery Funds in the amount of \$9,975,000 to be used for Addressing Behavioral Health Needs of Kane County Residents, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following grant expenses be budgeted in:

	2024	2025	2026	Total Project
355.800.668110.40000 Salaries and Wages	\$170,000	\$210,000	\$220,000	\$600,000
355.800.668110.50150 Contractual/Consulting	\$2,860,000	\$3,160,000	\$3,160,000	\$9,180,000
355.800.668110.60010 Operating Supplies	\$100,000	\$50,000	\$45,000	\$195,000
	\$3,130,000	\$3,420,000	\$3,425,000	\$9,975,000

Passed by the Kane County Board on December 12, 2023.


John A. Cunningham MBA, J.D.
Clerk, County Board
Kane County, Illinois


Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:
PASSED

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Kane County Board Chairman to execute five separate grant agreements with \$50,000 for Marie Wilkinson Food Pantry, \$50,000 for Northern Illinois Food Bank, \$50,000 for Aurora Interfaith Food Pantry, \$50,000 for Batavia Interfaith Food Pantry and \$50,000 for Food for Greater Elgin as documented in Exhibit A of each contract to be distributed as reimbursements for eligible expenses incurred by the organizations on or after January 1, 2025.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the ARPA Program Manager will ensure upon receipt of appropriate documentation of eligible expenses from each nonprofit organization that all eligible expenses are reviewed, verified and consistent with the parameters in Resolution 21-512 by the ARP consultant, Ernst & Young, and the State's Attorney's Office, that all eligible expenses are processed for payment through the Finance Department and the County Auditor, and will further coordinate with the County Treasurer the payment and delivery of the reimbursements to the respective nonprofit organizations.

Passed by the Kane County Board on December 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 22 - 107

Authorizing an Award Amount for Food Access Initiatives

Committee Flow: American Rescue Plan Committee County Board

Contact: Kim Peterson

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: n/a
If not budgeted, explain funding source: n/a	

Summary:

This resolution authorizes the award of a competitive grant in the amount of \$50,000 for Marie Wilkinson Food Pantry, \$50,000 for Northern Illinois Food Bank, \$50,000 for Aurora Interfaith Food Pantry, \$50,000 for Batavia Interfaith Food Pantry and \$50,000 for Food for Greater Elgin through the Nourishing Lives: Food Access Initiatives pursuant to the parameters established in Resolution 21-512. These grants are to provide funding to eligible organizations to support food access and nutrition programs for Kane County residents. This resolution authorizes the Kane County Board Chairman to execute grant agreements with the selected nonprofit organizations that have been awarded competitive Community Support Grants by the Kane County Board pursuant to the parameters established by Resolution 21-512, and further authorizes the payment of those funds as reimbursement to those selected nonprofits upon the execution of Food Access grant agreement and verification of the eligibility of expenses.

Exhibit A

Organization Name	MH or SU	Project	Funding Recommended
Marie Wilkinson	MH	Expansion of their staff through a warehouse associate and outreach expansion through educational materials and speakers.	\$50,000.00
Northern Illinois Bank	MH	Addressing food insecurity for Kane County Residents through expanding three programs: Screen and Intervene, My Pantry Express, and SNAP outreach.	\$50,000.00
Aurora Interfaith Food Pantry	MH	Continue alleviating food insecurity and providing nutrient dense food to the community through multiple food distribution programs.	\$50,000.00
Batavia Interfaith Food Pantry	MH	Provide operational costs to sustain current distributions and preparation for moving into a larger facility.	\$50,000.00
Food for Greater Elgin	MH	Provides operational costs to address increased food insecurity in Kane County post COVID-19 quarantine.	\$50,000.00
Total			\$250,000.00

uncertainty, change in routine, remote schooling, loss of care giver, social isolation and financial instability. Data from the CDC show young people were especially impacted with 37% of high school students reporting poor mental health and 44% reporting that they had feelings of sadness or hopelessness. Specific populations require unique interventions, so this project will address issues experienced differently by residents of different ages, races/ethnicities, socio-economic groups and orientations. and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Health Department’s request for SLFRF for Addressing Behavioral Health Needs of Kane County Residents for the purpose of responding to the public health and negative economic impacts of the COVID 19 pandemic and completed an assessment regarding the project’s eligibility under section EC1 (Public Health), sub-categories 1.12 (Mental Health Services) and 1.13 (Substance Use Services)(see Exhibit A); and

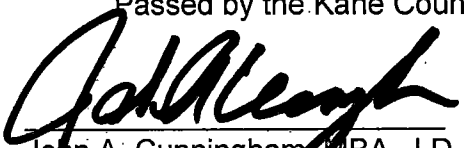
WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$9,975,000 to fund the Addressing Behavioral Health Needs of Kane County Residents for the Kane County Health Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

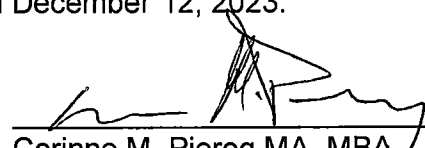
NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Health Department use of State and Local Fiscal Recovery Funds in the amount of \$9,975,000 to be used for Addressing Behavioral Health Needs of Kane County Residents, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following grant expenses be budgeted in:

	2024	2025	2026	Total Project
355.800.668110.40000 Salaries and Wages	\$170,000	\$210,000	\$220,000	\$600,000
355.800.668110.50150 Contractual/Consulting	\$2,860,000	\$3,160,000	\$3,160,000	\$9,180,000
355.800.668110.60010 Operating Supplies	\$100,000	\$50,000	\$45,000	\$195,000
	\$3,130,000	\$3,420,000	\$3,425,000	\$9,975,000

Passed by the Kane County Board on December 12, 2023.


John A. Cunningham MBA, J.D.
Clerk, County Board
Kane County, Illinois


Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:
PASSED

**Kane County ARPA SLFRF Working Group
Nourishing Lives: Kane County Food Access Initiatives
Considerations for Notice of Funding Opportunity**

Notice of Funding Opportunity Community Support Grants *(Competitive)*

Description: This document will serve as the public funding announcement and should be consistent with the requirements per [2 CFR 200.204](#)

Program Title: Nourishing Lives: Kane County Food Access Initiatives

Assistance Listing: Assistance Listing Program Title is CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS and Assistance Listing Number is 21.027

Key Dates: Cost allowability period January 1, 2025 – September 30, 2026; Application opening date of 10/28/2024, closing date of 11/06/2024 at 11:59pm CST.

Availability Period: 10 days

Funding Availability: \$150,000, eligible organizations can apply for between \$25,000 and \$150,000. There will likely be 1-2 awardees.

Program Description

The COVID-19 pandemic has exacerbated food insecurity overall, but especially among low-income low access (LILA) communities. The disruption to food supply chains, economic instability, and increased health risks have left many individuals struggling to access sufficient, healthy food. Food access and nutrition have a profound impact on behavioral health outcomes, and this relationship became even more pronounced during and after the COVID-19 pandemic. Below are just a few of the ways that food access and nutrition relate to behavioral health outcomes in communities post COVID:

- **Increased Food Insecurity and Stress:** Many people lost jobs or experienced reduced incomes during the pandemic, which led individuals and families experiencing constant, prolonged stress and anxiety about where their next meal would be coming from. Chronic stress is a known risk factor for poor mental health. Food insecurity has been linked to depression, anxiety and other mental health issues.
- **Nutrition and Brain Function:** Poor nutrition can impair brain development and function, leading to an increased risk of physical and behavioral health issues, especially in the youngest and oldest populations. Lack of access to nutritious foods has been linked to long-term learning difficulties, cognitive impairment, and social problems.
- **Diet-Related Health issues and Behavioral Health:** The pandemic heightened the prevalence of chronic, diet-driven diseases like obesity, diabetes and heart disease. These conditions are strongly linked to poor mental health outcomes like depression and anxiety. Emotional eating also became a common coping mechanism during the pandemic, leading to poor nutritional choices, weight gain, and lowered self-esteem.
- **Community-Level Effects:** The vast racial and socioeconomic disparities in access to healthy food were worsened during the pandemic due to supply chain disruptions for healthy food.

Social isolation was also heightened during the pandemic because communal food practices and support from community kitchens was interrupted.

Kane County Health Department will award up to \$150,000 to eligible organizations to support food access/nutrition programs for Kane County residents. This funding is intended to assist community-based organizations in developing and expanding solutions that directly address the challenges brought on by the pandemic, particularly for low-income residents and families at risk of food insecurity. Funding is available to support programmatic expenses, staffing and operational expenses. Organizations may apply together or separately for funds that support eligible collaborative projects.

The Nourishing Lives: Kane County Food Access Program will support a variety of activities designed to address the food access and nutrition needs of residents impacted by the pandemic. These activities may include, but are not limited to:

Nutrition and Food Access Interventions, considered standalone outside of joint room and board interventions:

- Case management services for access to food/nutrition, including, for example outreach and education and/or linkages to other state and federal benefit programs, benefit program application assistance, and benefit program application fees.
- Nutrition counseling and instruction, tailored to health risk, nutrition-sensitive health conditions, and/or demonstrated outcome improvement, including guidance on selecting healthy food and meal preparation.
- Home delivered meals, medically tailored meals, or pantry stocking.
- Nutrition prescriptions, tailored to health risk, certain nutrition-sensitive health conditions and/or demonstrated outcome improvement, including, for example, fruit and vegetable prescriptions, protein box prescriptions, food pharmacies, and/or healthy food vouchers. Individuals who receive nutrition prescriptions cannot concurrently receive other nutritional HRSN services.
- Grocery provisions, for high-risk individuals to avoid unnecessary acute care admission or institutionalization.

All awards under this Program shall be issued as grants and shall be disbursed to grantees on a reimbursement basis.

Grantees will be expected to enter into a funding agreement with Kane County and shall be required to present appropriate documentation to substantiate their request(s) for reimbursement. All awarded grant funds must be spent before September 30, 2026. Any organization requesting an extension for grant fund expenditure must submit such request to the American Rescue Plan Committee in writing thirty (30) days prior to September 30, 2026.

Eligibility Criteria

To be eligible to apply for assistance under this Program, organizations must meet the following criteria:

- Be fully incorporated and operating as a one of the following organizations as of Jan 1, 2019:
 - State and Local Government Agencies

- 501(c)3 Non-profit organization
 - Tribal Organization
 - Community-based organization
 - Academic Institution
 - Healthcare Provider
- Deliver services from a facility that is physically located within Kane County.
 - Provide, as its primary mission, services and/or aid to Kane County residents in the areas of food and nutrition access.
 - Be in good standing with all applicable federal, state, and local standards and requirements.

Eligible Expenses

Expense Type	Description	Detailed Description
Programmatic Expenses	Expenses related to the operation of programs.	Programmatic Expenses. This may include costs associated with the operation of the programs that the County has approved grant funding for.
Operational Expenses	Expenses related to the operation of organizations	Operational expenses. This may include non-C-suite payroll, contracted labor such as staffing agencies, and goods and services required for operation.
Rent/Mortgage	Rent/mortgage payments for the physical place of business, limited to unpaid rent/mortgage	Rent and mortgage payments at locations where your organization is serving Kane County clients. This may include, rent, lease, and mortgage payments. Acquisition of real property is not allowed.

Application Requirements

Interested organizations must submit a complete application, which includes the following:

1. Cover Letter: Briefly introduce your organization and describe why you are seeking funding.
2. Project Narrative (max 5 pages).
3. Overview of the food access initiative, including project goals, target population, and specific COVID-related housing challenges.
4. Explanation of how the project will benefit low-income residents and address housing insecurity exacerbated by the pandemic. Indicate how many residents will be impacted by the project.
5. Proposed partnerships or collaborations with other community stakeholders.
6. Implementation Plan: Detailed timeline of activities, responsible parties, and key milestones.
7. Budget and Budget Narrative: Outline how the grant funds will be spent, including a breakdown of project costs and justifications for each expense. Applicants should provide combined estimates of eligible costs incurred between September 1, 2024, and September 30, 2026. Indicate if the program could be implemented if only partial funding was awarded.
8. Evaluation Plan: Outline the metrics for success, including the expected impact on affordable housing and how the organization will track and report on outcomes.

9. Organizational Capacity: Include an overview of the organization's experience with access to food and nutrition projects, and a description of staff qualifications.

Selection Criteria and Application Evaluation Metrics

Proposals will be evaluated based on the following criteria:

Proposal Evaluation Criteria and Rating System:

1. Organizational Background (20 points)

- 20: Extensive Experience (5+ years), demonstrated success working in the community
- 10: Good experience (3-5 years), some evidence of past success addressing needs in the community.
- 5: Limited experience (under 1 year), minimal evidence of past work.
- 0: no relevant experience

2. Program Plan (50 Points)

- 50: Clearly and concisely describes need, program implementation, timeline, key performance outcomes, and evaluation methods
- 25: Defines plan but lacks clarity and performance outcomes/metrics and/or evaluation methods
- 10: Plan is unclear and incomplete
- 0: Plan is not sufficient

3. Budget (30 Points)

- 30: Budget is highly detailed, reasonable, and cost-effective with a clear, achievable timeline including specific milestones.
- 20: Detailed budget with minor gaps, generally cost-effective, timeline is feasible with a few minor concerns.
- 10: Budget is incomplete or lacks rationale, timeline is vague or unrealistic.
- 0: No budget or timeline provided.

Total Possible Points: 100

This evaluation criteria and rating system assess proposals on their organization background, proposed approach, staff qualifications, and the combined budget and timeline to effectively serve our county.

Application Preparation & Submission: Proposals must be submitted electronically to Kim Peterson, Director of Community Health, Kane County Health Department petersonkim@kanecountyil.gov. Please include **Nourishing Lives: Kane County Food Access Initiatives** in the email subject line. Late submissions will not be considered.

Appeals: If your application is deemed ineligible, an appeal may be submitted to the Kane County ARP Program Manager within three (3) calendar days of notification to KaneARPA@co.kane.il.us. Appeals must be on organizational letterhead and signed by an authorized representative of the applicant. Information should include a description of how your organization meets the eligibility requirements and any supporting documentation you deem relevant. Awarded amounts are considered final and the County will not consider appeals requests for awarded amounts.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-3225

AUTHORIZING AN AWARD AMOUNT FOR SAFE SPACES, HEALTHY MINDS, AND KANE COUNTY AFFORDABLE HOUSING

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 (“ARPA”) to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds (“SLFRF”) pursuant to ARPA; and

WHEREAS, pursuant to ARPA, the County of Kane shall use the SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, the COVID-19 pandemic has negatively impacted public health, including an increased strain on community mental health and social support resources; and

WHEREAS, SLFRF may be used to cover mental and behavioral health care and social support services, including costs associated with mental health treatment, substance misuse treatment, food pantries, homeless shelters and support, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention and services or outreach to promote access to behavioral health primary care; and

WHEREAS, by resolution 21-313 the Kane County Board has established the American Rescue Plan Committee (“ARPC”) as a resource for research, education, planning, and recommendations for the best allocation and uses of the County’s SLFRF; and

WHEREAS, by resolution 23-497 the Kane County Board approved the allocation of \$9,975,000(Nine Million, Nine Hundred Seventy-Five Thousand Dollars) of SLFRF to the Kane County Health Department to improve the behavioral health system in Kane County and meet the behavioral health needs of residents; and

WHEREAS, a part of that allocation, the Kane County Health Department desires to award grants to with Hesed House in the amount of \$400,000.00, The City of Elgin in the amount of \$400,000.00 and Two Rivers Head Start Agency in the amount of \$200,000.00 as documented in Exhibit A of each contract to be distributed as reimbursements for eligible expenses incurred by the organizations on or after January 1, 2025.

NOW, THEREFORE, BE IT RESOLVED that that the Kane County Board authorizes the Kane County Board Chairman to execute three separate grant agreements with Hased House in the amount of \$400,000.00, The City of Elgin in the amount of \$400,000.00 and Two Rivers Head Start Agency in the amount of \$200,000.00 as documented in Exhibit A of each contract to be distributed as reimbursements for eligible expenses incurred by the organizations on or after January 1, 2025.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the ARP Program Manager will ensure upon receipt of appropriate documentation of eligible expenses from each nonprofit organization that all eligible expenses are reviewed, verified and consistent with the parameters in Resolution 21-512 by the ARP consultant, Ernst & Young, and the State's Attorney's Office, that all eligible expenses are processed for payment through the Finance Department and the County Auditor, and will further coordinate with the County Treasurer the payment and delivery of the reimbursements to the respective nonprofit organizations

Passed by the Kane County Board on December 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing an Award Amount for Safe Spaces, Healthy Minds and Kane County Affordable Housing

Committee Flow: American Rescue Plan Committee County Board

Contact: Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: n/a
If not budgeted, explain funding source: n/a	

Summary:

This resolution authorizes the award of a competitive grants in the amount of \$400,000 for Hased House, \$400,000 for City of Elgin and \$200,000 for Two Rivers Head Start. These grants are to provide funding to support affordable housing initiatives for Kane County residents and intended to assist organizations in developing and expanding housing solutions that directly address the economic and housing challenges brought on by the pandemic, particularly for low-income and families at risk of homelessness. This resolution authorizes the Kane County Board Chairman to execute grant agreements with the selected organizations that have been awarded competitive Community Support Grants by the Kane County Board pursuant to the parameters established by Resolution 21-512, and further authorizes the payment of those funds as reimbursement to those selected nonprofits upon the execution of approved community support grant agreement and verification of the eligibility of expenses.

Exhibit A

Organization Name	MH or SU	Project	Funding Recommended
Hesed House	MH/SU	Stabilizing Households through Housing, Off-Site Shelter and Education	\$400,000.00
City of Elgin	MH/SU	Elgin Housing Initiative	\$400,000.00
Two Rivers Head Start Agency	MH/SU	Supported Housing Project	\$200,000.00
Total			\$1,000,000.00

uncertainty, change in routine, remote schooling, loss of care giver, social isolation and financial instability. Data from the CDC show young people were especially impacted with 37% of high school students reporting poor mental health and 44% reporting that they had feelings of sadness or hopelessness. Specific populations require unique interventions, so this project will address issues experienced differently by residents of different ages, races/ethnicities, socio-economic groups and orientations. and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Health Department's request for SLFRF for Addressing Behavioral Health Needs of Kane County Residents for the purpose of responding to the public health and negative economic impacts of the COVID 19 pandemic and completed an assessment regarding the project's eligibility under section EC1 (Public Health), sub-categories 1.12 (Mental Health Services) and 1.13 (Substance Use Services)(see Exhibit A); and

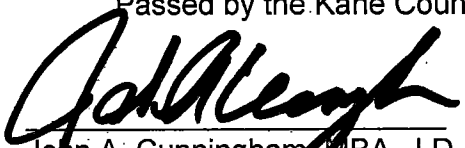
WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$9,975,000 to fund the Addressing Behavioral Health Needs of Kane County Residents for the Kane County Health Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Health Department use of State and Local Fiscal Recovery Funds in the amount of \$9,975,000 to be used for Addressing Behavioral Health Needs of Kane County Residents, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

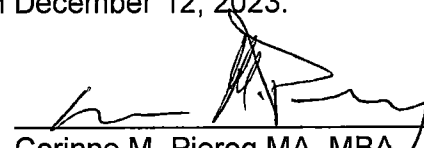
NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following grant expenses be budgeted in:

	2024	2025	2026	Total Project
355.800.668110.40000 Salaries and Wages	\$170,000	\$210,000	\$220,000	\$600,000
355.800.668110.50150 Contractual/Consulting	\$2,860,000	\$3,160,000	\$3,160,000	\$9,180,000
355.800.668110.60010 Operating Supplies	\$100,000	\$50,000	\$45,000	\$195,000
	\$3,130,000	\$3,420,000	\$3,425,000	\$9,975,000

Passed by the Kane County Board on December 12, 2023.



John A. Cunningham MBA, J.D.
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:
PASSED

ARPA SLFRF Working Group
Safe Spaces, Healthy Minds: Kane County Affordable Housing Initiatives
Considerations for Notice of Funding Opportunity

Notice of Funding Opportunity Community Support Grants (*Competitive*)

Description: This document will serve as the public funding announcement and should be consistent with the requirements per [2 CFR 200.204](#)

Program Title: Safe Spaces, Healthy Minds: Kane County Affordable Housing Initiatives (Program)

Assistance Listing: Assistance Listing Program Title is CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS and Assistance Listing Number is 21.027

Key Dates: Cost allowability period January 1, 2025 – September 30, 2026; closing date of applications November 1, 2024.

Funding Availability: \$1,000,000.00 total. Each organization may apply for between \$250,000.00 and \$1,000,000.00

Program Description

The COVID-19 pandemic has exacerbated housing insecurity for many individuals and families in Kane County, creating a heightened need for affordable housing options. As residents continue to face economic hardships, this funding will help community organizations provide crucial housing services, create sustainable housing solutions, and ensure that the most vulnerable populations have access to safe, affordable homes. The relation between affordable/stable housing and behavioral health outcomes is well-documented and cyclical. The COVID-19 pandemic created an environment in which housing/rental prices soared, while at the same time folks were unable to work. The market has yet to “level out” and people are still experiencing major strain finding vacancies and affordable housing. Below are just a few ways that housing and behavioral health are related.

- **Mental Health:** Affordable housing can reduce stress and improve mental health by limiting financial stressors and frequent moves. A study found that housing assistance can help reduce anxiety and improve other variables that affect mental health.
- **Substance Use:** Lack of housing can make it difficult to adhere to treatment plans for substance use, which can lead to increased anxiety, depression, and paranoia.
- **Eviction:** Being evicted can have adverse effects on mental health, including increased rates of depression and suicide.
- **Overcrowding:** Overcrowded living conditions can intensify the spread of airborne contagions and can adversely affect children's development and behavior.

KCHD will award up to \$1,000,000 to eligible organizations to support affordable housing initiatives for Kane County residents. This funding is intended to assist community-based organizations in developing and expanding housing solutions that directly address the economic and housing challenges brought on by the pandemic, particularly for low-income residents and families at risk of homelessness. Funding is available to support programmatic expenses, staffing and operational expenses. Organizations may

apply together or separately for funds that support eligible collaborative projects.

The Safe Spaces, Healthy Minds: Kane County Affordable Housing Initiatives Program will support a variety of activities designed to address the housing needs of residents impacted by the pandemic. These activities may include, but are not limited to:

- Expansion of rental assistance programs or subsidies for low-income residents
- Creation of transitional housing solutions¹ for individuals or families experiencing homelessness or are underhoused
- Implementation of eviction prevention programs
- Support services that complement affordable housing initiatives, such as case management, legal services, or tenant counseling
- Programs that address housing instability caused by pandemic-related job losses or reduced income
- Emergency funds for the mitigation of environmental safety issues in transitional housing units, like black mold, broken temperature control systems, or appliances.

All awards under this Program shall be issued as grants and shall be disbursed to grantees on a reimbursement basis.

Grantees will be expected to enter into a funding agreement with Kane County and shall be required to present appropriate documentation to substantiate their request(s) for reimbursement. All awarded grant funds must be spent before September 30, 2026. Any organization requesting an extension for grant fund expenditure must submit such request to the American Rescue Plan Committee in writing thirty (30) days prior to September 30, 2026.

Eligibility Criteria

To be eligible to apply for assistance under this Program, organizations must meet the following criteria:

- Be fully incorporated and operating as one of the following organizations as of Jan 1, 2019:
 - State and Local Government Agencies
 - 501(c)3 Non-profit organization
 - Tribal Organization
 - Community-based organization
 - Academic Institution
 - Healthcare Provider
- Deliver services from a facility that is physically located within Kane County.
- Provide, as its primary mission, services and/or aid to Kane County residents in the areas of behavioral and mental health.

¹ Transitional housing is defined by the Department of Housing and Urban Development (HUD) as temporary housing and supportive services to individuals and families experiencing homelessness with the goal of interim stability and support to successfully move to and maintain permanent housing. (HUD, 2024)

- Be in good standing with all applicable federal, state, and local standards and requirements.

Eligible Expenses

- Programmatic Expenses: Expenses related to the operation of housing support programs that promote improvements in behavioral health. This may include costs associated with the operation of the programs that the County has approved grant funding for.
- Operational Expenses: Expenses related to the operation of organizations. This may include non-C- suite payroll, contracted labor such as staffing agencies, and goods and services required for operation.
- Rent/Mortgage: Rent, lease and mortgage for the physical place of business, limited to unpaid rent/mortgage. Rent for temporary emergency accommodations, including hotel rooms and short-term rentals.
- Acquisition, development or rehabilitation of real property is not allowed.

Selection Criteria and Application Evaluation Metrics

Proposals will be evaluated based on the following criteria:

1) Impact (30 points)

a. Target Population:

How well does the proposal define the housing needs of the community, particularly for those most affected by housing instability?

Evaluation Metrics:

- (i) Clarity in identifying the target population (e.g., low-income residents, individuals impacted by COVID-19).
- (ii) Estimated number of residents or households that will directly benefit from the project (e.g., number of housing units created, families provided with housing support).

b. Scope of Benefit:

What is the scale and reach of the proposed project in terms of affordable housing solutions?

Evaluation Metric:

- i. Number of individuals or families who will benefit from the project.
- ii. Broader community impact (e.g., reduction in homelessness, improvement in housing stability, access to essential services).

2. Feasibility (25 points)

a. Clarity and Detail of Implementation Plan:

Is the implementation plan clear, actionable, and realistic?

Evaluation Metric:

- i. Detailed project timeline with clear phases, milestones, and responsible parties.
- ii. Alignment of project goals with specific, measurable objectives that can be realistically achieved within the funding period.

b. Project Readiness:

Does the organization demonstrate the ability to implement the project promptly and efficiently?

Evaluation Metric:

- i. Evidence of preparedness to start the project (e.g., existing partnerships, prior work in the community).
- ii. Availability of required resources (staff, materials, and expertise) to execute the project successfully.

3. Sustainability (20 points)

a. Long-term Impact:

Can the project's benefits be sustained beyond the grant period?

Evaluation Metric:

- i. Presence of a sustainability plan (e.g., future funding sources, partnerships, or revenue-generating components).
- ii. Potential for ongoing operation or maintenance of affordable housing units created or services provided.

b. Post-Grant Continuity:

Does the organization have a strategy to continue the project or its impact after the grant ends?

Evaluation Metric:

- i. Identification of additional funding opportunities, such as government grants, donations, or other external resources to ensure long-term success.
- ii. Evidence of the organization's past ability to sustain programs beyond initial funding.

4. Collaboration (15 points)

a. Partnerships:

How effectively does the proposal demonstrate collaboration with community stakeholders?

Evaluation Metric:

- i. Strength and relevance of partnerships (e.g., social service providers, government agencies).
- ii. Inclusion of letters of support or partnership agreements detailing the roles of each collaborator in the project.

b. Community Engagement:

Does the project engage the broader community in meaningful ways?

Evaluation Metric:

- i. Level of community involvement in project planning and implementation.
- ii. Mechanisms for gathering community feedback and responding to local housing needs.

5. Cost-Effectiveness (10 points)

a. Budget Alignment:

Is the proposed budget reasonable and aligned with the project's scope and goals?

Evaluation Metric:

- i. Clear and justified allocation of grant funds, including personnel, materials, and overhead costs.
- ii. Percentage of funds going directly to housing services or development versus administrative costs.

b. Value for Money:

How efficiently will the project utilize funds to achieve affordable housing goals?

Evaluation Metric:

- i. Cost-effectiveness in delivering housing solutions (e.g., cost per household served).
- ii. Demonstrated ability to leverage additional resources (e.g., matching funds, in-kind support) to maximize the grant's impact.

Submission Instructions

All proposals must be submitted electronically at the following link by 11:59pm on Friday, November 1, 2024: <https://redcap.dph.illinois.gov/surveys/?s=FTW3KMPL94CTCK34>

Proposals submitted by other methods such as email or hard copy will not be accepted.

Appeals

If your application is not selected for funding, an appeal may be submitted to the ARPA Committee by November 22, 2024 via KaneARP@co.kane.il.us. The email must be sent by the email registered in the application. Information should include a description of how your organization meets the eligibility requirements, specifically its primary mission, and include any supporting documentation you deem relevant. Awarded amounts are considered final and the County will not consider appeals requests for awarded amounts.

Terms & Conditions

The Community Support Grant Program is funded by Department of Treasury Coronavirus Local and Fiscal Recovery Fund ("Fund") established by Section 9901 of the American Rescue Plan Act of 2021. Applicants must comply with all requirements of the Fund and guidance issued by the Department of Treasury. An amendment is forthcoming that contains the terms and conditions for this Program. Terms and conditions will be entered into by grant agreements to be signed by approved applicants and the County.

WHEREAS, the Kane County Health Department manages the IRIS system as a vital service to Kane County residents as of 2024, over 200 community organizations (providers) use the HIPAA-compliant tool to send and receive referrals on behalf of community members to connect them with behavioral health and related services in an efficient way; and

WHEREAS, the mental health impact of the pandemic has been well documented. The National Institutes of Health point to a 2021 study which showed almost half of all Americans reported recent symptoms of anxiety or depressive disorder with 10% reporting that their mental health needs were not being met. Rates of anxiety, depression, substance use, overdose, suicidal ideation, community violence and suicide all increased during the pandemic. The growing burden from behavioral health conditions is causing significant strain on American lives and communities. Even before COVID-19, approximately one in four Americans had a mental illness or substance use disorder. Then the traumatic nature of COVID-19 and prolonged social isolation, the ensuing economic constriction, and social and political issues continue to increase the prevalence of behavioral health conditions. Providing IRIS as a tool to community provider organizations at no cost to them allows them to efficiently connect community members with the services they need to improve behavioral health outcomes is an essential part of a strong and connected behavioral health system of care; and

WHEREAS, the agreement between the Kane County Health Department and the University of Kansas Center for Research, Inc will be for two (2) years ending on August 31, 2026, and costing \$30,157.00 (Thirty Thousand One Hundred Fifty-Seven Dollars) as part of the Kane Health Department's Project; and

WHEREAS, the Kane County Health Department and the Kane County Purchasing Department have indicated that this is a purchase not suitable for competitive bid, pursuant to section 2-216(E) of the Kane County Code.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Executive Director of the Kane County Health Department is authorized to execute the attached agreement, subject to the review and advisement of the Kane County State's Attorney's Office.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Kane County Board hereby authorizes the Kane County Health Department's use of State and Local Fiscal Recovery Funds Association to fund the agreement to utilize the University of Kansas Center for Research, Inc IRIS system, in the amount of \$30,157.00 (Thirty Thousand One Hundred Fifty-Seven Dollars) for the Project, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Passed by the Kane County Board on December 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an agreement with the University of Kansas Center For Research, Inc (IRIS – Integrated Referral and Information System) and the use of State and Local Fiscal Recovery Funds for the Kane County Health Department ARPA Behavioral Health System Improvement Initiative

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: n/a
If not budgeted, explain funding source: n/a	

Summary:

The ARPC recommends the Kane County Board authorize the Executive Director of the Kane County Health Department to execute the attached agreement and the Kane County Health Department's use of State and Local Fiscal Recovery Funds Association to fund the agreement to utilize the University of Kansas Center for Research, Inc IRIS system, in the amount of \$30,157.00.

**University of Kansas Center for Research, Inc.
Service Agreement**

Contact/Project Leader: Randi Harms Phone: 785-864-2658

Department Name: Center for Public Partnership and Research ("CPPR")

Client/Company Name: Kane County Health Department

Billing Address: 1240 N. Highland Ave, Aurora IL 60506

Client Contact Person: Michael Isaacson

Client Telephone: (630) 208-3140 Client Email: IsaacsonMichael@KaneCountyIL.gov

This Service Agreement ("Agreement"), effective as of the last date of signature ("Effective Date"), is made and entered into by and between the University of Kansas Center for Research, Inc. ("KUCR") and, Kane County Health Department having its principal place of business at 1240 N. Highland Ave, Aurora IL 60506 ("Client").

WHEREAS, KUCR has developed a web-based referral application (IRIS—Integrated Referral and Intake System) that promotes collaboration and communication among organizations and/or programs and related technologies, and training materials; and WHEREAS, Client desires specialized assistance requiring such Services; and

WHEREAS, said Services are available on a limited basis from KUCR; and

WHEREAS the Services contemplated by this Agreement are of mutual interest and benefit to KUCR and Client and will further the instructional, research, and public service mission of KUCR and may provide benefits for both KUCR and Client through the advancement of knowledge.

NOW THEREFORE, the parties agree as follows:

Terms & Conditions

1. **DESCRIPTION OF WORK:** KUCR will provide the Services specifically identified in the Statement of Work (SOW) attached hereto as Attachment A. All work carried out under this agreement shall be subject to and contingent upon any required regulatory approvals. All changes in the SOW will be documented and approved by the parties prior to initiation. In the event of a conflict between the SOW and this Agreement, this Agreement shall control unless the SOW expressly states that it is intended to modify the terms of this Agreement.
2. **TERM:** The term of this Agreement shall be 09/01/2024 to 08/31/2026.
3. **PROJECT LEADER: PROJECT DIRECTOR:** Randi Harms (CPPR) will be the Project Director on behalf of KUCR. In the event the Project Director is for any reason unable to continue oversight of the work under the SOW, the parties may select a mutually acceptable substitute or terminate this Agreement.
4. **PAYMENT:** The fee(s) to be paid by Client are outlined in Attachment B. Payments will be invoiced in accordance with the Payment Schedule set forth in Attachment B. Payments will be due upon receipt of invoice with checks made payable and delivered to the KUCR, Accounts Receivable, 2385 Irving Hill Road, Lawrence, KS 66045. KUCR reserves the right to suspend services if invoices are not paid timely, in which event KUCR will not be liable for any resulting loss, damage or expense connected with such suspension. Client shall pay each invoice in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*).
5. **REPORTS** Any results or reports specified in the SOW will be provided to Client.
6. **PUBLICATION:** KUCR may publish and/or present results of the SOW or new scientific information regarding the services to be performed under this agreement. If the publication or presentation contains client specific information, KUCR will provide Client with copies of the proposed publication or presentation at least 30 days prior to said publication date and Client will have thirty (30) days after receipt to object because the publication or presentation contains Confidential Information or patentable subject matter. KUCR will remove any Confidential Information at the Clients request.
7. **EQUIPMENT, TOOLS, MATERIALS, and SUPPLIES:** All equipment, tools, materials, supplies, or other property acquired by KUCR for the conduct of this SOW will become the property of the KUCR.
8. **INTELLECTUAL PROPERTY:** University of Kansas owns the copyrights, trademarks, and related intellectual property covered under this agreement (IP). This Agreement does not convey any exclusive rights, title, or interest in or to IP to the Client. The Client shall not take any action that would limit or restrict access to the materials by other individuals or clients or otherwise adversely affect the proprietary nature of the IP. IP includes but is not limited to the following: Any existing and/or future developed reporting; any existing and/or future developed professional development materials; any existing and/or future developed technical documents and research reports; any existing and/or future developed curriculum, research, copyrighted materials developed or owned by University of Kansas.
9. **NON-EXCLUSIVE:** This Agreement is non-exclusive and nothing in the Agreement shall be construed to limit the freedom of KUCR personnel, whether paid under this Agreement or not, to engage in similar inquiries or work independently or under other grants, contracts, or agreements with parties other than Client.
10. **DISCLAIMER OF WARRANTY:** KUCR disclaims all warranties including all implied warranties of merchantability and fitness for a particular purpose. KUCR shall not be liable to Client for any direct, indirect, consequential, special, punitive, or other damages arising from or related to this Agreement.
11. **INDEMNIFICATION:** Each party is responsible for its own negligence and the negligence of its employees and agents. Both parties shall retain the right to take any and all actions they believe necessary to protect their own interests.
12. **CLIENT'S CONFIDENTIAL INFORMATION:** "Confidential Information" is defined as business information, strategies, technical data, information, trade secrets and/or other

KUCR Cost Center Number: 2330430-907

KUCR Fee For Service Agreement (Non-Laboratory) (Rev. 08-16) (L0049587.2)

Page 1 of 4

ATTACHMENT A STATEMENT OF WORK (SOW)

In pursuit of its goal to foster an “any door is the right door” approach and coordinate access across a holistic range of services and supports, the Kane County Health Department seeks continued use of KU-CPPR’s Integrated Referral and Intake System (IRIS) to promote timely, quality referrals, link systems, and promote data-driven exploration of community gaps and opportunities.

The Kane County Health Department has identified key members of the Local IRIS Leadership Team, including staff who conduct Community Champion, Coordinator, System Manager, and Data Manager duties to support the sustainability of IRIS in the community with technical assistance from KU-CPPR. The Community Champion and Coordinator will serve as points of contact for new and existing partner organizations, onboard new organizations, and convene and guide partners through reviewing referral data and refining processes. KU-CPPR will provide technical assistance, data/analytics capacity building, and all ongoing user support. The System Manager will complete administrative functions such as building organizations and granting user access; the Data Manager will conduct data management activities. KU-CPPR will provide technical assistance for staff in these roles.

Maintenance (Year 3+) Scope & Budget

Scope	Hours	Rate	Total
Software as Service (software maintenance, secure data storage, access to the IRIS Implementation Guide website, user technical support, access to user training materials)	-	-	\$7,693
Implementation technical assistance, coaching, and consulting via recurring virtual meetings, phone calls, and email support from an IRIS Implementation Coordinator.	32	\$117	\$3,744
Train System Managers and Data Managers new to the role(s) and consult on Local IRIS Leadership Team processes and workflows.	12	\$117	\$1,404
Maintain and update IRIS training site for Local Leadership Team use (demonstrations, trainings, etc.) and live site for community use.	16	\$117	\$1,872
Provide quarterly Data Dashboard summarizing key data points and impact measures.	8	\$117	\$936
Distribute annual survey to identified community partners and generate summary report of responses.	16	\$117	\$1,872
Statewide coordination including peer-learning and engagement opportunities offered through the Illinois IRIS Learning Community.	8	\$117	\$936
Additional evaluation such as cleaned dataset, analysis, and/or infographic report based on specific research questions determined by KU-CPPR and local leaders.	100	\$117	\$11,700
Total	192	-	\$30,157

Cost assumes up to approximately 230 partners.

**ATTACHMENT B
PAYMENT SCHEDULE**

Upon execution of this agreement, CPPR will invoice Client and Client agrees to pay \$30,157.00 for the Service set forth herein. Client shall pay in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et. seq.*) upon receipt of the invoice.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-3232

**AMENDING RESOLUTION 24-433 AUTHORIZING EXECUTION OF
MEMORANDUM OF UNDERSTANDINGS FOR INTERNAL COUNTY
AMERICAN RESCUE PLAN PROJECTS FUNDED BY STATE AND LOCAL
FISCAL RECOVERY FUNDS**

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thousand, Forty-One Dollars) from the United States Department of the Treasury (“Treasury Department”) through the American Rescue Plan Act of 2021 (“ARPA”) to provide economic relief in response to the economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, recipients of these State and Local Fiscal Recovery Funds (“SLFRF”) must obligate all funds by December 31, 2024, and must expend all funds by December 31, 2026; and

WHEREAS, SLFRF recipients are required to return to the Treasury Department any SLFRF funds that have not been obligated by the obligation deadline of December 31, 2024; and

WHEREAS, the Treasury Department has defined the term “obligation” as “an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment”; and

WHEREAS, pursuant to Treasury Department guidance (see Coronavirus State and Local Fiscal Recovery Funds FAQ 17.6), a SLFRF recipient may enter into an interagency agreement or a memorandum of understanding between its departments and treat portions of SLFRF funds as obligated if the agreement or memorandum of understanding meets certain criteria; and

WHEREAS, Resolution 24-433 ensured that the County’s SLFRF funds are fully obligated by the December 31, 2024, deadline, the following internal County projects fall within the criteria and scope of FAQ 17.6 and may be obligated through a memorandum of understanding: ARPA Administration Expenses, Kane County Finance Department Staff Pay & Benefits, Addressing Behavioral Health Needs of Kane County Residents, Heightened Need: Domestic Violence and Deferred Prosecution, Heightened Need: Felony Cases & Deferred Prosecution, Counseling Needs and Meeting Increased Demand For the Kane County Child Advocacy Center, Pre-Arrest Diversion & Equity Flexible Participant Funds; and

WHEREAS, this resolution amends resolution 24-433 to add the following projects to the list of internal County projects that fall within the criteria and scope of FAQ 17.6 and may be obligated through a memorandum of understanding: Drainage Cost Share Consultant and

Capital project (Resolution 23-231), Zoom Web Conferencing Services (Resolution 23-353), and Judicial Technology Modernization (Resolution 23-79); and

WHEREAS, the County Board has already approved of the use of SLFRF by resolution for each of these projects.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Board Chairman is authorized and directed to execute a memorandum of understanding on behalf of the Kane County Board with the following County departments and offices before December 31, 2024, for the previously approved internal County ARPA projects, with the final form of each memorandum of understanding subject to the review and advisement of the Kane County State’s Attorney’s Office:

Environmental and Water Resources, Kane County Forest Preserve Information Technologies, Kane County 16th Judicial Circuit Court.

Passed by the Kane County Board on December 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending Resolution 24-433 Authorizing Execution of Memorandum of Understandings for Internal County American Rescue Plan Projects Funded by State and Local Fiscal Recovery Funds

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: n/a
If not budgeted, explain funding source: n/a	

Summary:

The ARPC recommends the Kane County Board authorize and direct the Kane County Board Chairman to execute a memorandum of understanding on behalf of the Kane County Board with the following County departments and offices before December 31, 2024, for the previously approved internal County ARPA projects, with the final form of each memorandum of understanding.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-79

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND JUDICIAL TECHNOLOGY MODERNIZATION FOR THE KANE COUNTY 16TH JUDICIAL CIRCUIT COURT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County 16th Judicial Circuit Court has made a request in the amount of \$3,058,357.00 of SLFRF to fund judicial technology modernization for the purpose of modernizing video and audio equipment in all courtrooms to increase the use of virtual hearings via Zoom, which is an ARPA eligible purpose; and

WHEREAS, the expansion and upgrade of our courtroom technology would allow for continued use of virtual hearings and expand our capabilities with evidence presentation and integrated assisted listening devices for the hearing impaired. The permanent installation of equipment would also provide consistency with the three courtrooms we have already upgraded (two Juvenile Courtrooms and one Order of Protection Courtroom) and would allow for increased use of remote hearings across all case types which would support the delivery of efficient services to the citizens of Kane County. While improving efficiencies, remote court appearances also offer significant time and cost savings for litigants and attorneys. Kane

County benefits as well with the continued use of on-line video interpreters, because it provides broader access to multiple languages without the costs of interpreter transportation and mileage. More importantly, improved technology for remote hearings will improve access to the courts for self-represented litigants. Citizens of Kane County may no longer need to take time off of work, find transportation, or obtain childcare to attend court in-person.

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County 16th Judicial Circuit Court's request for SLFRF for judicial technology modernization for the purpose of modernizing video and audio equipment in courtrooms to increase the use of virtual hearings via Zoom and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$3,058,357.00 to fund the judicial technology modernization project for the Kane County 16th Judicial Circuit Court, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County 16th Judicial Circuit Court use of State and Local Fiscal Recovery Funds in the amount of \$3,058,357.00 to be used for judicial technology modernization, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

355.800.66834.70000	ARPA: Public Health-Effective Service Delivery	3,058,357
355.800.000.85000	ARPA: Allowance for Unbudgeted Expenses	3,058,357

Line Item: 355.800.66834.70000

Line Item Description: ARPA Public Health Effective Service Delivery

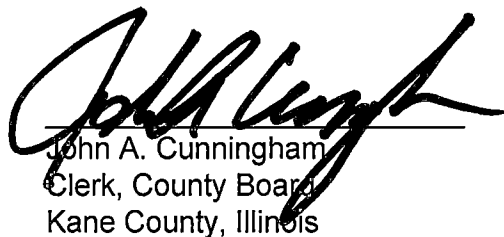
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

Are funds currently available for this Personnel/Item/Service in the specific line item? No

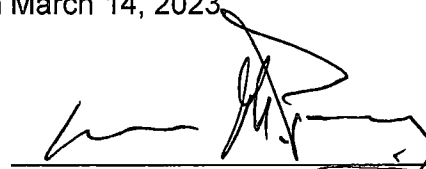
If funds are not currently available in the specified line item, where are the funds available?

355.800.000.85000

Passed by the Kane County Board on March 14, 2023



John A. Cunningham
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:
passed

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-231

**AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS
TO FUND THE DRAINAGE COST SHARE CONSULTANT AND CAPITAL
PROJECT FOR THE KANE COUNTY ENVIRONMENTAL & WATER
RESOURCES DEPARTMENT**

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 (“ARPA”) to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds (“SLFRF”) pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury (“Final Rule”), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee (“ARPC”) as a resource for research, education, planning, and recommendations for the best allocation and uses of the County’s SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Environmental & Water Resources Department has made a request in the amount of \$705,000 of SLFRF to fund the Drainage Cost Share Consultant and Capital Project for the purpose of making necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Kane County Environmental & Water Resources Department assists residents in unincorporated areas of Kane County with improvements to aid in solving stormwater and subsurface drainage problems, which are increasing due to aging infrastructure and impacts of climate change; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Environmental & Water Resources Department's request for SLFRF for Drainage Cost Share Program for the purpose of making necessary investments in water, sewer, and broadband infrastructure, and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$705,000 to fund the Drainage Cost Share Consultant and Capital Project for the Kane County Environmental & Water Resources Department to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Kane County Environmental & Water Resources Department use of State and Local Fiscal Recovery Funds in the amount of \$705,000 to be used for Drainage Cost Share Consultant and Capital Project, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget.

\$160,000	Contractual/Consulting	355.800.668515.50150
(\$160,000)	Allowance for Budget Expense	355.800.668.85000

Line Item: 355.800.668515.50150

Line Item Description: Contractual/Consulting

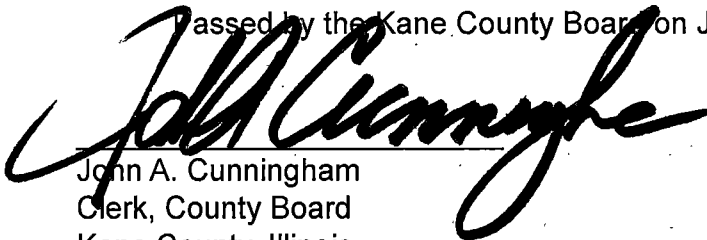
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N

Are funds currently available for this Personnel/Item/Service in the specific line item? N


If funds are not currently available in the specified line item, where are the funds available?

355.800.668.85000

Passed by the Kane County Board on June 13, 2023.



John A. Cunningham
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Information Technologies Department's request for SLFRF for Zoom Web Conferencing Services for the purpose of responding to the COVID-19 Pandemic and allowing the County to continue to provide services to its citizens and the public, and completed an assessment regarding the project's eligibility under EC-3: Public Health-Negative Economic Impact: Public Sector EC Subcategory 3.5 stating that "implementation of a new technology infrastructure needed to adapt government operations to the pandemic is an enumerated eligible use under the final rule. This would include telework technologies. The Treasury also indicated that necessary investments in infrastructure can include both initial investments and the maintenance of investments...The analysis for the capital requirements was conducted based on the initial submitted budget of \$337k, as the project is less than \$1m there are not additional requirements for a written justification." (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$337,891 (Three Hundred Thirty-Seven Thousand Eight Hundred Ninety-One) to fund the Zoom Web Conferencing Services for the Kane County Information Technologies Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Information Technologies Department use of State and Local Fiscal Recovery Funds in the amount of \$337,891 (Three Hundred Thirty-Seven Thousand Eight Hundred Ninety-One) to be used for Zoom Web Conferencing Services, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

\$97,750	Contractual Consulting Services	355.800.66835.50150
\$100,000	Capital	355.800.66835.70000
(\$197,750)	Allowance for Budget Expense	355.800.668.85000

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY24 (\$43,275), FY25 (\$46,603) and FY26 (\$50,263).

Line Item: See above

Line Item Description: See above

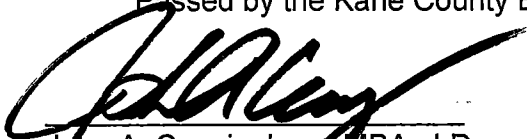
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

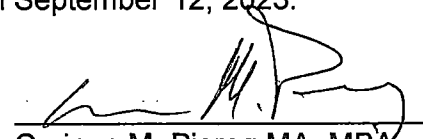
If funds are not currently available in the specified line item, where are the funds available?

355.800.668.85000 - Allowance for Budget Expense

Passed by the Kane County Board on September 12, 2023.



John A. Cunningham, MBA, J.D.
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby approves of the attached intergovernmental agreement with the Dundee Township Road District, and that the Kane County Board Chairman is hereby authorized to execute the attached intergovernmental agreement on behalf of the County of Kane, subject to the final review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on December 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an Intergovernmental Agreement with the Dundee Township Road District for the Pokagon Creek Stream Stabilization Project

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: n/a
If not budgeted, explain funding source: n/a	

Summary:

The ARPC recommends the Kane County Board approve the attached intergovernmental agreement with the Dundee Township Road District, and authorize the Kane County Board Chairman to execute the attached intergovernmental agreement on behalf of the County of Kane.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-231

**AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS
TO FUND THE DRAINAGE COST SHARE CONSULTANT AND CAPITAL
PROJECT FOR THE KANE COUNTY ENVIRONMENTAL & WATER
RESOURCES DEPARTMENT**

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Environmental & Water Resources Department has made a request in the amount of \$705,000 of SLFRF to fund the Drainage Cost Share Consultant and Capital Project for the purpose of making necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Kane County Environmental & Water Resources Department assists residents in unincorporated areas of Kane County with improvements to aid in solving stormwater and subsurface drainage problems, which are increasing due to aging infrastructure and impacts of climate change; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Environmental & Water Resources Department's request for SLFRF for Drainage Cost Share Program for the purpose of making necessary investments in water, sewer, and broadband infrastructure, and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$705,000 to fund the Drainage Cost Share Consultant and Capital Project for the Kane County Environmental & Water Resources Department to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Kane County Environmental & Water Resources Department use of State and Local Fiscal Recovery Funds in the amount of \$705,000 to be used for Drainage Cost Share Consultant and Capital Project, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget.

\$160,000	Contractual/Consulting	355.800.668515.50150
(\$160,000)	Allowance for Budget Expense	355.800.668.85000

Line Item: 355.800.668515.50150

Line Item Description: Contractual/Consulting

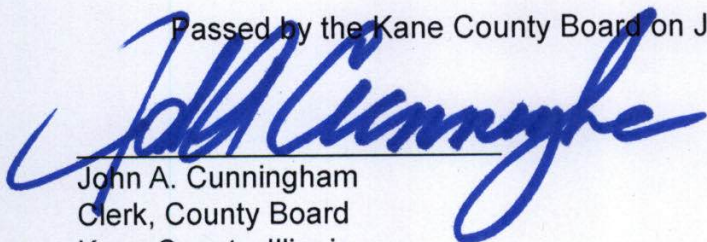
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N

Are funds currently available for this Personnel/Item/Service in the specific line item? N

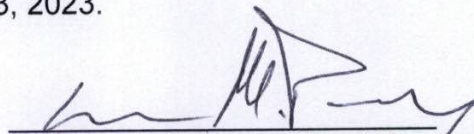
If funds are not currently available in the specified line item, where are the funds available?

355.800.668.85000

Passed by the Kane County Board on June 13, 2023.



John A. Cunningham
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

[DATE]

Unique Identifier:

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KANE AND
DUNDEE TOWNSHIP ROAD DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is entered into and made effective the date of its final execution (“Effective Date”) by and between the County of Kane (“County”), a body politic and corporate, organized and existing under the laws of the State of Illinois, and the Dundee Township Road District (“Township”), a unit of local government organized and existing under the laws of the State of Illinois, and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by County to Township. County and Township, shall sometimes be referred to collectively as the “Parties.”

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) permits and encourages units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer, or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings; and

WHEREAS, County and Township are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (“ARPA”); and

WHEREAS, to implement ARPA, the United States Department of the Treasury (“Treasury Department”) published administrative regulations on May 17, 2021 (86 Fed. Reg. 26786) (“Interim Final Rule”) and on January 27, 2022 (87 Fed. Reg. 4338) (“Final Rule”); and

WHEREAS, through ARPA, the Congress of the United States has appropriated funding, the Coronavirus State and Fiscal Recovery Funds (“SLFRF”) to remain available through December 31, 2024, for making payments to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to COVID-19; and

WHEREAS, the Federal Award Identification Number (FAIN) is SLFRP0243, the federal awarding agency is U.S. Department of Treasury and the Assistance Listing Number is 21.027; and

WHEREAS, County qualified as an eligible unit of local government and received SLFRF on 05/18/2021; and

WHEREAS, a unit of local government may award grants consistent with the criteria of ARPA and the Final Rule; and

WHEREAS, in accordance with ARPA (*see* 42 U.S.C §803(c)), County shall only

use SLFRF: (1) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts; (2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of County, or by providing grants to eligible employers that have eligible workers who perform essential work; (3) for the provision of government services to the extent of the reduction in revenue of County due to the COVID-19 public health emergency relative to revenues collected in the most full fiscal year of County prior to the emergency; (4) to make necessary investments in water, sewer, or broadband infrastructure; or (5) to provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs; and

WHEREAS, ARPA provides that if County fails to comply with 42 U.S.C §803(c), then County shall be required to repay to the Secretary of the Treasury Department an amount equal to the amount of funds used in violation of such subsection; and

WHEREAS, this Agreement will be implemented in accordance with **Exhibit A: Program Terms**; and

WHEREAS, this Agreement is intended to transfer a portion of County's SLFRF award for use by Township, for purposes that are consistent with ARPA, to benefit the citizens of Kane County

NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

The purpose of this Agreement is to establish a legal relationship between County and Township to implement programming associated with the COVID-19 public health emergency. Under this Agreement, County will provide funding and technical assistance to Township to complete the project as set forth in Exhibit A, which is attached hereto and incorporated by reference into this Agreement and made a part hereof. Township will be responsible for project related decision making, implementation, execution, and completion. The following requirements are applicable to all activities undertaken pursuant to this Agreement with the portion of the SLFRF that County intends to distribute for this project.

A. Incorporation and Construction: All recitals set forth above are incorporated herein and made a party hereof.

B. Compliance with Applicable Requirements: This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and all applicable guidance issued by the Treasury Department and all other applicable Federal laws and regulations. Based on Treasury Department guidance, as a subrecipient of County's SLFRF, Township is subject to 2 CFR Part 200, Subpart F, regarding audit requirements.

C. Indemnification: Township agrees to defend, indemnify, and hold the County, its officers, agents, and employees harmless from any claims or causes of action, including

attorney's fees incurred by the County, arising from the performance of this Agreement by Township, its officers, agents, or employees. In the event that the Treasury Department or any other entity authorized by law audits the County's disbursement of SLFRF and determines that the funds disbursed to Township were used for purposes other than those permitted under ARPA or Treasury Department regulations, Township agrees to indemnify the County and hold the County harmless against any and all liabilities, including judgments, costs, and reasonable counsel fees, related to the disbursement of SLFRF to Township. Township expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should the Treasury Department penalize the County for any improper disbursement or expenditure of SLFRF under this Agreement.

- D. Misrepresentations & Noncompliance:** Township hereby asserts, certifies and reaffirms that all representations and other information contained in Township's documentation, any subsequent requests for reimbursement or expense, or any agreed-upon budget modifications are true, correct and complete, and to the best of Township's knowledge. Township acknowledges that all such representations and information have been relied on by County to provide the grant funds under this Agreement. Township shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any of Township's representation(s) or information untrue or incorrect or otherwise impair Township's ability to fulfill their under this Agreement.
- E. Workers' Compensation:** Township shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.
- F. Insurance:** Township shall carry sufficient insurance coverage to protect any grant funds provided to Township under this Agreement from loss due to theft, fraud and/or undue physical damage. Such insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, Township shall provide a Certificate of Insurance satisfactory to the requirement of County. If Township is self-insured, then Township shall maintain excess coverage over and above its self-insured retention limits.
- G. Amendments:** This Agreement may be amended at any time only by a written instrument signed by the Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either any Party from its obligations under this Agreement. County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, then such modifications will be incorporated only by written amendment signed by the Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to ARPA or any regulations promulgated by the Treasury Department or other Federal agency, without need for further written amendment to this Agreement. Township agrees to adhere to any amendments to ARPA or any related Federal laws or regulations.

H. Suspension or Termination: County may suspend or terminate this Agreement upon written notice if Township materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or any such State and Federal statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of Township to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to Township under this Agreement; or
- Submission by Township to County reports that are incorrect or incomplete in any material respect.

If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this agreement.

I. Program Fraud & False or Fraudulent Statements or Related Acts: Township and must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Township Board pertaining to any matter resulting from a contract.

J. Debarment / Suspension and Voluntary Exclusion:

- Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Nonprocurement Debarment and Suspension).
- These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract must not be issued to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

K. Governing Law and Venue: This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

- L. Conflict of Interest:** Township shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- M. Term:** This Agreement shall be effective on the date of final execution and shall expire on October 30, 2026, unless otherwise terminated pursuant to this Agreement. Any grant funds that are not expended at the end of the period of performance for this Agreement shall be returned to County within 30 (thirty) days. County is not obligated to provide any of County's SLFRF as payment or reimbursement for any invoices made or submitted beyond the Budget Period. Township may submit a request for extension in writing to County, which must be approved by the Kane County Board prior to the end of the Agreement.
- N. Eligible Expenses:** Grant funds shall only be used on allowable costs, and shall only be used in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future rules and guidance issued by the Treasury Department for the use of SLFRF. For the purposes of this agreement, Township is authorized to use the grant funds only for the purposes set forth in **Exhibit A**. **Exhibit A** contains a description of the components of this program and the eligible uses of grant funds. Township agrees that the sole and exclusive decision as to whether or not Township's use of the grant funds is approved lies within the discretion of County. Township acknowledges and agrees that County may deny the use of grant funds which, in the discretion of County, is not a permitted use of SLFRF under APRA, the Final Rule, and any current and future guidance issued by the Treasury Department. County's approval of this agreement does not guarantee that Township's use of the grant funds will ultimately be approved by County, the Treasury Department, or the Office of the Inspector General. Any portion of the award that is not used for the purposes set forth in **Exhibit A** shall be repaid to County of Kane.
- O. Payments:** Grant payments under this Agreement shall be from County's SLFRF. County shall not be obligated to provide funding from any other source. County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. If project costs exceed the amount of SLFRF awarded under this Agreement, and if funds from County's Cost-Share Drainage fund are available, then additional funding from County's Cost-Share Drainage fund may be provided by County to Township, subject to approval by the Kane County Board or its appropriately delegated committee. Township will submit financial reports to support the payment schedule per the terms in **Exhibit A**, and County will provide technical assistance to

Township to allow for Township's submission of such reports. Grant funds awarded under this Agreement shall not be used for costs reimbursed or to be covered by other grants, insurance, State or Federal sources, including but not limited to CARES Act programs, FEMA, and any other source of financial recovery from COVID-19.

- P. Record Retention:** Township shall maintain all records and supporting documents, and all records relevant to this Agreement for five (5) years after all SLFRF have been expended or returned to the Treasury Department by County. Township agrees to cooperate with County and will ensure that it maintains such records to allow County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order. If any litigation, claim or audit is started before the expiration of this retention period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Township, with technical assistance provided by County, is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements,
- Q. Internal Controls:** Township must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by County, Township must provide reasonable assurance that the grant funds are being managed in compliance with Federal statutes, regulations, and the terms and conditions of County's SLFRF award.
- R. Specific Conditions:** Township will comply with any and all specific conditions established by County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.
- S. Monitoring:** County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. Where circumstances require County to conduct monitoring consistent with 2 CFR Part 200, Township shall participate in monitoring activities at the request of County, which may include but are not limited to, timely submitting all financial and performance reports, and supplying, upon County's request, documents and information relevant to this Agreement. Where applicable, Township must monitor their activities to assure compliance with applicable State and Federal requirements and the terms and conditions of County's SLFRF award, and to assure its performance expectations are being achieved. County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by Township with the Agreement terms.
- T. Reporting Procedures:** Per Exhibit A, Township agrees to submit the forms, certifications, and documentation as may be required by County which document any expense for which grant funds are used or will be used under this Agreement. County may request ad-hoc reports and supporting documentation in addition to a reimbursement requests. County may also request that Township complies with audit requests made by the Treasury Department. Such reporting and requests may include documentation of invoices, submission of payroll logs, and proof of contracts. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible

expenses may result in termination of this agreement and recoument of awarded funds from Township.

- U. **FOIA:** Township acknowledges that County is a public body and agrees to participate with County in responding to any requests for information that County receives related to the SLFRF funds pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Township shall provide any documents requested by County in a timely fashion to allow County to comply with the requirements of the Freedom of Information Act.
- V. **Notices:** Any and all notices, which may be required hereunder by any Party to the other Party, shall be executed by either personal delivery in writing or by mail, registered and certified, postage pre-paid with a return receipt requested. Township agrees to keep County informed of any change in business and/or mailing addresses, as well as telephone, facsimile, email, or any other relevant means of contact and communication. Mailed notices must be addressed to the Parties at the address below:

County: Kane County American Rescue Plan Program Manager
Kane County Government Center
719 S. Batavia Avenue, Building A
Geneva Illinois, 60134

Township: [Enter Township Contact Information]

II. SEVERABILITY

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

III. WAIVER

County's failure to act with respect to a breach by Township does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IV. CERTIFICATION

Township certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. Township acknowledges that this Agreement is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all SLFRF distributed under this Agreement. Township understand that the grant funds under this Agreement are supported by the Treasury Department Coronavirus Local and Fiscal Recovery Fund established by Section 9901 of ARPA and the Final Rule. Township will comply with, and are subject to, all requirements for the use of SLFRF and all related guidance issued by the Treasury Department. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

V. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

Unique Identifier: [insert]

CFDA Number: 21.027

Assistance Listing Title: Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: United States Department of Treasury

Federal Award Identification Number (FAIN): SLFRP0243

Federal Award Date to County: May 18, 2021

Award is for Research & Development: No

Period of Performance Start and End Date: Effective Date, through October 30, 2026

Budget Period: The timeframe for spending is from Effective Date, through October 30, 2026

Award Amount: Total obligation under this Agreement is \$100,000.00

Contact for Program: Submit inquiries and questions to KaneARPA@co.kane.il.us

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County’s allocation of the grant funds to Township. This Agreement is subject to availability of funds under ARPA. County has no legal requirement to provide funding to Township.

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of Township. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer’s authority to execute the Agreement for and on behalf of Township must be attached to the Agreement for review by Kane County. The following signatory on behalf of County has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Dundee Township Road District:

Signed:
Its Duly Authorized Agent

Printed Name:
Title:
Date:

County of Kane:

Signed:
Its Duly Authorized Agent
Printed Name:
Title:
Date:

DRAFT

Exhibit A: Program Terms

1. **Program Description:** The stormwater infrastructure project titled Pokagon Creek Stream Stabilization Project will be constructed under this Agreement as part of the Kane County Cost-Share Drainage program. The scope may include but is not limited to: survey, engineering, legal, easements, permit fees, advertisement, procurement, staking, field observation and construction. County, through the Kane County Department of Environmental and Water Resources, will provide technical assistance to Township to finalize the design plans and easements, develop the procurement documents for Township, assist in bidding of the project as necessary and review of the bids received as necessary, develop and submit required permit applications and fees, provide staking and field observation, review and approve pay requests and change orders. County will assist the District with all required ARPA reporting and paperwork.
2. **Purpose of Award:** The Treasury Department allows for the transfer of State and Local Fiscal Recovery Funds to any entity to carry out as a subrecipient an eligible use of funds by the transferor, as long as the transferee complies with the Award Terms and conditions and other applicable requirements, including the Uniform Guidance. The purpose of this award is to provide funding for use by Township for eligible uses and programs under the American Rescue Plan Act.
3. **Eligible Costs:** The eligible costs may include all costs related to the engineering, design, procurement, construction and closeout of the stormwater infrastructure project titled Pokagon Creek Stream Stabilization Project. The project is described as follows: 280 feet of stream channel / streambank stabilization using bioengineering practices and natural stone as required, soil erosion and sediment control, landscaping, pavement repair and replacement as well as engineering assessment of all 2,600 LF of Pokagon Creek in Township right-of-way in order to provide preliminary planning information for future stabilization projects in the adjoining stream reaches. The estimated project cost and ARPA funds committed to the project are \$100,000.00. All work in accordance with the final engineering plans as reviewed and approved by County of Kane.

County maintains sole and exclusive decision over whether costs submitted by Township are eligible for reimbursement or payment under this Agreement.
4. **Performance Measures:** County may request additional information from Township as needed to measure performance under this Agreement.
5. **Required Reporting**
 - a. **Programmatic reports:** At County's request, Township will submit programmatic reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and Township's implementation of the Program or use of the grant funds.
 - b. **Financial reports:** At County's request, Township will submit financial reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and Township's implementation of the Program or use of the grant funds. Financial reports shall describe the expenditures related to this Agreement. Township's accounting and financial management system

shall be sufficient to permit the preparation of financial reports required in connection with this Agreement and the tracing of funds to a level of expenditure adequate to establish that such funds have been used pursuant to the terms of this Agreement.

- c. Closeout reports: Township shall describe the status of the implementation of the Program and all activities related to the use of the grant funds. The closeout report shall further include an accounting of all costs and expenses incurred through Township's use of the grant funds and such other information as County deems necessary to facilitate closeout of this Agreement and permit County to meet all of its obligations and requirements under the same.

6. Payment: The grant funds will be provided upon Township's submission of invoices for expenditures of eligible costs. Confirmation that Township has paid the vendors prior to submission and approval of invoices by County is not required. Invoices must be presented to County each month on a day to be determined by County. Township will submit with each invoice any forms or other documentation indicating Township's expenditures that are eligible costs under this Agreement. With technical assistance provided by County, Township will supply a quarterly report to County detailing Township's activities and use of grant funds pursuant to this Agreement.

DRAFT

Exhibit B: Specific Conditions

1. Per 2 C.F.R. 200.208, Township shall comply with the following Specific Conditions under this Agreement:

County retains the right to impose specific conditions, as needed.

DRAFT

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-3231

APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE HAMPSHIRE TOWNSHIP ROAD DISTRICT FOR THE MARNEY AND KELLEY AND THE KELLEY OFF-SITE DRAINAGE PROJECTS

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 (“ARPA”) to provide economic relief to State, Local, and Tribal governments responding to the economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thousand, Forty-One Dollars) in State and Local Fiscal Recovery Funds (“SLFRF”) from the United States Department of the Treasury pursuant to ARPA; and

WHEREAS, in Resolution 23-231, the Kane County Board authorized the use of \$705,000 (Seven Hundred Five Thousand Dollars) of SLFRF to fund the “Drainage Cost Share Consultant and Capital Project” for the Kane County Environmental & Water Resources Department, for the purpose of making necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, through the Kane County Cost-Share Drainage program, the Kane County Environmental & Water Resources Department assists residents in unincorporated areas of Kane County with improvements to aid in solving stormwater and subsurface drainage problems; and

WHEREAS, as a part of allocation approved in Resolution 23-231, the Kane County Environmental & Water Resources Department desires to expend \$260,000 (Two Hundred Sixty Thousand Dollars) to fund the Marney and Kelley and the Kelley Off-Site Drainage projects (“Projects”); and

WHEREAS, the Projects will involve grading and drainage on the north side of Kelley Road, including a drainage ditch on the Crown Development property to connect the Hampshire Meadows drainage infrastructure, approximately 500 (Five Hundred) linear feet of underdrain, relocation of utilities, traffic control and projection, approximately 1,100 (One Thousand One Hundred) linear feet of various size storm water pipe, replacement of driveway culverts on Marney Drive and Kelley Road as required, soil erosion and sediment control, landscaping, pavement repair and replacement, installation of triple culverts under Kelley Road, and regrading of ditches on Marney Drive and the south side of Kelley Road; and

WHEREAS, to carry out the Projects, it is necessary for the County of Kane to enter into an intergovernmental agreement with the Hampshire Township Road District, whereby the Hampshire Township Road District will implement and execute the Projects and the County of Kane will provide funding and technical assistance to the Hampshire Township

Road District; and

WHEREAS, a draft of the intergovernmental agreement with the Hampshire Township Road District is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby approves of the attached intergovernmental agreement with the Hampshire Township Road District, and that the Kane County Board Chairman is hereby authorized to execute the attached intergovernmental agreement on behalf of the County of Kane, subject to the final review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on December 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving an Intergovernmental Agreement with the Hampshire Township Road District for the Marney and Kelley and the Kelley Off Site Drainage Projects

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$n/a
If not budgeted, explain funding source: n/a	

Summary:

The ARPC recommends the Kane County Board hereby approve the attached intergovernmental agreement with the Hampshire Township Road District, and authorize the Kane County Board Chairman to execute the attached intergovernmental agreement on behalf of the County of Kane.

[DATE]

Unique Identifier:

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KANE AND HAMPSHIRE TOWNSHIP ROAD DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), is entered into and made effective the date of its final execution (“Effective Date”) by and between the County of Kane (“County”), a body politic and corporate, organized and existing under the laws of the State of Illinois, and the Hampshire Township Road District (“Township”), a unit of local government organized and existing under the laws of the State of Illinois, and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by County to Township. County and Township, shall sometimes be referred to collectively as the “Parties.”

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) permits and encourages units of local government to cooperate with and support each other in the exercise of their authority and the performance of their responsibilities; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes units of local government to combine, transfer, or jointly exercise any power, privilege, function, or authority which either of them may exercise, and to enter into agreements for the performance of governmental services, activities, or undertakings; and

WHEREAS, County and Township are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Public Health Emergency as a result of the COVID-19 outbreak; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (“ARPA”); and

WHEREAS, to implement ARPA, the United States Department of the Treasury (“Treasury Department”) published administrative regulations on May 17, 2021 (86 Fed. Reg. 26786) (“Interim Final Rule”) and on January 27, 2022 (87 Fed. Reg. 4338) (“Final Rule”); and

WHEREAS, through ARPA, the Congress of the United States has appropriated funding, the Coronavirus State and Fiscal Recovery Funds (“SLFRF”) to remain available through December 31, 2024, for making payments to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to COVID-19; and

WHEREAS, the Federal Award Identification Number (FAIN) is SLFRP0243, the federal awarding agency is U.S. Department of Treasury and the Assistance Listing Number is 21.027; and

WHEREAS, County qualified as an eligible unit of local government and received SLFRF on 05/18/2021; and

WHEREAS, a unit of local government may award grants consistent with the criteria of ARPA and the Final Rule; and

WHEREAS, in accordance with ARPA (*see* 42 U.S.C §803(c)), County shall only

use SLFRF: (1) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts; (2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of County, or by providing grants to eligible employers that have eligible workers who perform essential work; (3) for the provision of government services to the extent of the reduction in revenue of County due to the COVID-19 public health emergency relative to revenues collected in the most full fiscal year of County prior to the emergency; (4) to make necessary investments in water, sewer, or broadband infrastructure; or (5) to provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs; and

WHEREAS, ARPA provides that if County fails to comply with 42 U.S.C §803(c), then County shall be required to repay to the Secretary of the Treasury Department an amount equal to the amount of funds used in violation of such subsection; and

WHEREAS, this Agreement will be implemented in accordance with **Exhibit A: Program Terms**; and

WHEREAS, this Agreement is intended to transfer a portion of County's SLFRF award for use by Township, for purposes that are consistent with ARPA, to benefit the citizens of Kane County

NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

The purpose of this Agreement is to establish a legal relationship between County and Township to implement programming associated with the COVID-19 public health emergency. Under this Agreement, County will provide funding and technical assistance to Township to complete the project as set forth in Exhibit A, which is attached hereto and incorporated by reference into this Agreement and made a part hereof. Township will be responsible for project related decision making, implementation, execution, and completion. The following requirements are applicable to all activities undertaken pursuant to this Agreement with the portion of the SLFRF that County intends to distribute for this project.

A. Incorporation and Construction: All recitals set forth above are incorporated herein and made a party hereof.

B. Compliance with Applicable Requirements: This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and all applicable guidance issued by the Treasury Department and all other applicable Federal laws and regulations. Based on Treasury Department guidance, as a subrecipient of County's SLFRF, Township is subject to 2 CFR Part 200, Subpart F, regarding audit requirements.

C. Indemnification: Township agrees to defend, indemnify, and hold the County, its officers, agents, and employees harmless from any claims or causes of action, including

attorney's fees incurred by the County, arising from the performance of this Agreement by Township, its officers, agents, or employees. In the event that the Treasury Department or any other entity authorized by law audits the County's disbursement of SLFRF and determines that the funds disbursed to Township were used for purposes other than those permitted under ARPA or Treasury Department regulations, Township agrees to indemnify the County and hold the County harmless against any and all liabilities, including judgments, costs, and reasonable counsel fees, related to the disbursement of SLFRF to Township. Township expressly agrees to reimburse the County for the cost of any penalty, fine, or judgment should the Treasury Department penalize the County for any improper disbursement or expenditure of SLFRF under this Agreement.

- D. Misrepresentations & Noncompliance:** Township hereby asserts, certifies and reaffirms that all representations and other information contained in Township's documentation, any subsequent requests for reimbursement or expense, or any agreed-upon budget modifications are true, correct and complete, and to the best of Township's knowledge. Township acknowledges that all such representations and information have been relied on by County to provide the grant funds under this Agreement. Township shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any of Township's representation(s) or information untrue or incorrect or otherwise impair Township's ability to fulfill their under this Agreement.
- E. Workers' Compensation:** Township shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.
- F. Insurance:** Township shall carry sufficient insurance coverage to protect any grant funds provided to Township under this Agreement from loss due to theft, fraud and/or undue physical damage. Such insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, Township shall provide a Certificate of Insurance satisfactory to the requirement of County. If Township is self-insured, then Township shall maintain excess coverage over and above its self-insured retention limits.
- G. Amendments:** This Agreement may be amended at any time only by a written instrument signed by the Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either any Party from its obligations under this Agreement. County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, then such modifications will be incorporated only by written amendment signed by the Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to ARPA or any regulations promulgated by the Treasury Department or other Federal agency, without need for further written amendment to this Agreement. Township agrees to adhere to any amendments to ARPA or any related Federal laws or regulations.

H. Suspension or Termination: County may suspend or terminate this Agreement upon written notice if Township materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or any such State and Federal statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of Township to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to Township under this Agreement; or
- Submission by Township to County reports that are incorrect or incomplete in any material respect.

If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this agreement.

I. Program Fraud & False or Fraudulent Statements or Related Acts: Township and must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Township Board pertaining to any matter resulting from a contract.

J. Debarment / Suspension and Voluntary Exclusion:

- Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Nonprocurement Debarment and Suspension).
- These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract must not be issued to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

K. Governing Law and Venue: This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

- L. Conflict of Interest:** Township shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- M. Term:** This Agreement shall be effective on the date of final execution and shall expire on October 30, 2026, unless terminated pursuant to this Agreement. Any grant funds that are not expended at the end of the period of performance for this Agreement shall be returned to County within 30 (thirty) days. County is not obligated to provide any of County's SLFRF as payment or reimbursement for any invoices made or submitted beyond the Budget Period. Township may submit a request for extension in writing to County, which must be approved by the Kane County Board prior to the end of the Agreement.
- N. Eligible Expenses:** Grant funds shall only be used on allowable costs, and shall only be used in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future rules and guidance issued by the Treasury Department for the use of SLFRF. For the purposes of this agreement, Township is authorized to use the grant funds only for the purposes set forth in **Exhibit A**. **Exhibit A** contains a description of the components of this program and the eligible uses of grant funds. Township agrees that the sole and exclusive decision as to whether or not Township's use of the grant funds is approved lies within the discretion of County. Township acknowledges and agrees that County may deny the use of grant funds which, in the discretion of County, is not a permitted use of SLFRF under APRA, the Final Rule, and any current and future guidance issued by the Treasury Department. County's approval of this agreement does not guarantee that Township's use of the grant funds will ultimately be approved by County, the Treasury Department, or the Office of the Inspector General. Any portion of the award that is not used for the purposes set forth in **Exhibit A** shall be repaid to County of Kane.
- O. Payments:** Grant payments under this Agreement shall be from County's SLFRF. County shall not be obligated to provide funding from any other source. County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. If project costs exceed the amount of SLFRF awarded under this Agreement, and if funds from County's Cost-Share Drainage fund are available, then additional funding from County's Cost-Share Drainage fund may be provided by County to Township, subject to approval by the Kane County Board or its appropriately delegated committee. Township will submit financial reports to support the payment schedule per the terms in **Exhibit A**, and County will provide technical assistance to

Township to allow for Township's submission of such reports. Grant funds awarded under this Agreement shall not be used for costs reimbursed or to be covered by other grants, insurance, State or Federal sources, including but not limited to CARES Act programs, FEMA, and any other source of financial recovery from COVID-19.

- P. Record Retention:** Township shall maintain all records and supporting documents, and all records relevant to this Agreement for five (5) years after all SLFRF have been expended or returned to the Treasury Department by County. Township agrees to cooperate with County and will ensure that it maintains such records to allow County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order. If any litigation, claim or audit is started before the expiration of this retention period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Township, with technical assistance provided by County, is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements,
- Q. Internal Controls:** Township must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by County, Township must provide reasonable assurance that the grant funds are being managed in compliance with Federal statutes, regulations, and the terms and conditions of County's SLFRF award.
- R. Specific Conditions:** Township will comply with any and all specific conditions established by County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.
- S. Monitoring:** County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. Where circumstances require County to conduct monitoring consistent with 2 CFR Part 200, Township shall participate in monitoring activities at the request of County, which may include but are not limited to, timely submitting all financial and performance reports, and supplying, upon County's request, documents and information relevant to this Agreement. Where applicable, Township must monitor their activities to assure compliance with applicable State and Federal requirements and the terms and conditions of County's SLFRF award, and to assure its performance expectations are being achieved. County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by Township with the Agreement terms.
- T. Reporting Procedures:** Per Exhibit A, Township agrees to submit the forms, certifications, and documentation as may be required by County which document any expense for which grant funds are used or will be used under this Agreement. County may request ad-hoc reports and supporting documentation in addition to a reimbursement requests. County may also request that Township complies with audit requests made by the Treasury Department. Such reporting and requests may include documentation of invoices, submission of payroll logs, and proof of contracts. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible

expenses may result in termination of this agreement and recoupment of awarded funds from Township.

- U. **FOIA:** Township acknowledges that County is a public body and agrees to participate with County in responding to any requests for information that County receives related to the SLFRF funds pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Township shall provide any documents requested by County in a timely fashion to allow County to comply with the requirements of the Freedom of Information Act.
- V. **Notices:** Any and all notices, which may be required hereunder by any Party to the other Party, shall be executed by either personal delivery in writing or by mail, registered and certified, postage pre-paid with a return receipt requested. Township agrees to keep County informed of any change in business and/or mailing addresses, as well as telephone, facsimile, email, or any other relevant means of contact and communication. Mailed notices must be addressed to the Parties at the address below:

County: Kane County American Rescue Plan Program Manager
Kane County Government Center
719 S. Batavia Avenue, Building A
Geneva Illinois, 60134

Township: [Enter Township Contact Information]

II. SEVERABILITY

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

III. WAIVER

County's failure to act with respect to a breach by Township does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IV. CERTIFICATION

Township certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. Township acknowledges that this Agreement is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all SLFRF distributed under this Agreement. Township understand that the grant funds under this Agreement are supported by the Treasury Department Coronavirus Local and Fiscal Recovery Fund established by Section 9901 of ARPA and the Final Rule. Township will comply with, and are subject to, all requirements for the use of SLFRF and all related guidance issued by the Treasury Department. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

V. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

Unique Identifier: [insert]

CFDA Number: 21.027

Assistance Listing Title: Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: United States Department of Treasury

Federal Award Identification Number (FAIN): SLFRP0243

Federal Award Date to County: May 18, 2021

Award is for Research & Development: No

Period of Performance Start and End Date: Effective Date, through October 30, 2026

Budget Period: The timeframe for spending is from Effective Date, through October 30, 2026

Award Amount: Total obligation under this Agreement is \$260,000.00

Contact for Program: Submit inquiries and questions to KaneARPA@co.kane.il.us

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County’s allocation of the grant funds to Township. This Agreement is subject to availability of funds under ARPA. County has no legal requirement to provide funding to Township.

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of Township. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer’s authority to execute the Agreement for and on behalf of Township must be attached to the Agreement for review by Kane County. The following signatory on behalf of County has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Hampshire Township Road District:

Signed:
Its Duly Authorized Agent

Printed Name:
Title:
Date:

County of Kane:

Signed:
Its Duly Authorized Agent
Printed Name:
Title:
Date:

DRAFT

Exhibit A: Program Terms

1. **Program Description:** The stormwater infrastructure projects titled Marney & Kelley and Kelley Off-Site will be constructed under this Agreement as part of the Kane County Cost-Share Drainage program. The scope may include but is not limited to: survey, engineering, legal, easements, permit fees, advertisement, procurement, staking, field observation and construction. County, through the Kane County Department of Environmental and Water Resources, will provide technical assistance to Township to finalize the design plans and easements, develop the procurement documents for Township, assist in bidding of the project and review of the bids received, develop and submit required permit applications and fees, provide staking and field observation, review and approve pay requests and change orders. County will assist Township with all required ARPA reporting and paperwork.
2. **Purpose of Award:** The Treasury Department allows for the transfer of State and Local Fiscal Recovery Funds to any entity to carry out as a subrecipient an eligible use of funds by the transferor, as long as the transferee complies with the Award Terms and conditions and other applicable requirements, including the Uniform Guidance. The purpose of this award is to provide funding for use by Township for eligible uses and programs under the American Rescue Plan Act.
3. **Eligible Costs:** The eligible costs may include all costs related to the engineering, design, procurement, construction and closeout of the stormwater infrastructure projects titled Marney & Kelley and Kelley Off-Site. The projects are described as follows: grading and drainage on the north side of Kelley Road including a drainage ditch on the Crown Development property to connect to the Hampshire Meadows drainage infrastructure, approximately 500 linear feet of underdrain, relocation of utilities, traffic control and projection, approximately 1,100 linear feet of various size stormwater pipe, replacement of driveway culverts on Marney and Kelley as required, soil erosion and sediment control, landscaping, pavement repair and replacement, installation of triple culverts under Kelley Road, regarding of ditches on Marney and the south side of Kelley. The estimated project cost and ARPA funds committed to the project are \$260,000.00. All work in accordance with the final engineering plans and the Village of Hampshire review comments by Western Engineering/SilverEdge Consulting.

County maintains sole and exclusive decision over whether costs submitted by Township are eligible for reimbursement or payment under this Agreement.
4. **Performance Measures:** County may request additional information from Township as needed to measure performance under this Agreement.
5. **Required Reporting**
 - a. **Programmatic reports:** At County's request, Township will submit programmatic reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and Township's implementation of the Program or use of the grant funds.
 - b. **Financial reports:** At County's request, Township will submit financial reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and Township's

implementation of the Program or use of the grant funds. Financial reports shall describe the expenditures related to this Agreement. Township's accounting and financial management system shall be sufficient to permit the preparation of financial reports required in connection with this Agreement and the tracing of funds to a level of expenditure adequate to establish that such funds have been used pursuant to the terms of this Agreement.

- c. Closeout reports: Township shall describe the status of the implementation of the Program and all activities related to the use of the grant funds. The closeout report shall further include an accounting of all costs and expenses incurred through Township's use of the grant funds and such other information as County deems necessary to facilitate closeout of this Agreement and permit County to meet all of its obligations and requirements under the same.

6. Payment: The grant funds will be provided upon Township's submission of invoices for expenditures of eligible costs. Confirmation that Township has paid the vendors prior to submission and approval of invoices by County is not required. Invoices must be presented to County each month on a day to be determined by County. Township will submit with each invoice any forms or other documentation indicating Township's expenditures that are eligible costs under this Agreement. With technical assistance provided by County, Township will supply a quarterly report to County detailing Township's activities and use of grant funds pursuant to this Agreement.

DRAFT

Exhibit B: Specific Conditions

1. Per 2 C.F.R. 200.208, Township shall comply with the following Specific Conditions under this Agreement:

County retains the right to impose specific conditions, as needed.

DRAFT

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 23-231

**AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS
TO FUND THE DRAINAGE COST SHARE CONSULTANT AND CAPITAL
PROJECT FOR THE KANE COUNTY ENVIRONMENTAL & WATER
RESOURCES DEPARTMENT**

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 (“ARPA”) to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds (“SLFRF”) pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury (“Final Rule”), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee (“ARPC”) as a resource for research, education, planning, and recommendations for the best allocation and uses of the County’s SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Environmental & Water Resources Department has made a request in the amount of \$705,000 of SLFRF to fund the Drainage Cost Share Consultant and Capital Project for the purpose of making necessary investments in water, sewer, and broadband infrastructure; and

WHEREAS, the Kane County Environmental & Water Resources Department assists residents in unincorporated areas of Kane County with improvements to aid in solving stormwater and subsurface drainage problems, which are increasing due to aging infrastructure and impacts of climate change; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Environmental & Water Resources Department's request for SLFRF for Drainage Cost Share Program for the purpose of making necessary investments in water, sewer, and broadband infrastructure, and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$705,000 to fund the Drainage Cost Share Consultant and Capital Project for the Kane County Environmental & Water Resources Department to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Kane County Environmental & Water Resources Department use of State and Local Fiscal Recovery Funds in the amount of \$705,000 to be used for Drainage Cost Share Consultant and Capital Project, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget.

\$160,000	Contractual/Consulting	355.800.668515.50150
(\$160,000)	Allowance for Budget Expense	355.800.668.85000

Line Item: 355.800.668515.50150

Line Item Description: Contractual/Consulting

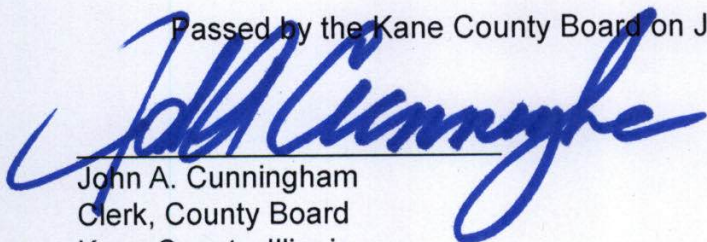
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N

Are funds currently available for this Personnel/Item/Service in the specific line item? N

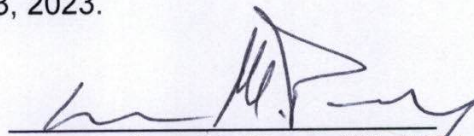
If funds are not currently available in the specified line item, where are the funds available?

355.800.668.85000

Passed by the Kane County Board on June 13, 2023.



John A. Cunningham
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

WHEREAS, this resolution is de-obligating the SLFRF amount of \$15,380.23 (Fifteen Thousand Three Hundred Eighty Dollars and Twenty-Three Cents) and re-obligating the same amount to the Access Control Program approved in resolutions 23-385 and 24-309 for the Kane County Building Management Department; and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the de-obligating of SLFRF amount of \$15,380.23 (Fifteen Thousand Three Hundred Eighty Dollars and Twenty-Three Cents) and re-obligating the same amount to the Access Control Program approved in resolutions 23-385 and 24-309 for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the de-obligating of SLFRF amount of \$15,380.23 (Fifteen Thousand Three Hundred Eighty Dollars and Twenty-Three Cents) and re-obligating the same amount to the Access Control Program approved in resolutions 23-385 and 24-309 for the Kane County Building Management Department, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Passed by the Kane County Board on December 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the De-Obligating State and Local Fiscal Recovery Funds from the Forest Preserve Zoom We Conferencing Services and Re-Obligating the same amount for the Access Control Program for the Kane County Building Management Department

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$n/a
If not budgeted, explain funding source: n/a	

Summary:

The ARPC recommends that the Kane County Board authorizes the de-obligating of the SLFRF amount of \$15,380.23 (Fifteen Thousand Three Hundred Eighty Dollars and Twenty-Three Cents) and re-obligating the same amount to the Access Control Program approved in resolutions 23-385 and 24-309 for the Kane County Building Management Department, to be spent during the ARPA period of performance

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 23-355

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND FOREST PRESERVE ZOOM WEB CONFERENCING SERVICES FOR THE KANE COUNTY FOREST PRESERVE INFORMATION TECHNOLOGIES DEPARTMENT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 (“ARPA”) to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds (“SLFRF”) pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury (“Final Rule”), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee (“ARPC”) as a resource for research, education, planning, and recommendations for the best allocation and uses of the County’s SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Information Technologies Department has made a request in the amount of \$140,000 (One Hundred Forty Thousand) of SLFRF to fund Forest Preserve Zoom Web Conferencing Services for the purpose of responding to the COVID-19 pandemic; and

WHEREAS, the Kane County Information Technologies Department is responsible for helping the County be able to continue to provide government services to its citizens and the public during the COVID-19 pandemic by installing and maintaining systems, services and equipment for web video conferencing for public health, public safety, judiciary, county board, all other Kane County offices and departments and the Kane County Forest Preserve District; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Information Technologies Department's request for SLFRF for Forest Preserve Zoom Web Conferencing Services when responding to the COVID-19 pandemic and completed an assessment regarding the project's eligibility under EC-3: Public Health-Negative Economic Impact: Public Sector EC Subcategory 3.5 stating that "implementation of a new technology infrastructure needed to adapt government operations to the pandemic is an enumerated eligible use under the final rule. This would include telework technologies." (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$140,000 (One Hundred Forty Thousand) to fund the Forest Preserve Zoom Web Conferencing Services for the Kane County Information Technologies Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Information Technologies Department use of State and Local Fiscal Recovery Funds in the amount of \$140,000 (One Hundred Forty Thousand) to be used for Forest Preserve Zoom Web Conferencing Services, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

\$63,631	Transfer to Fund 500	355.800.66835.99500
\$30,135	Computers	355.800.66835.72010
\$4,025	Contractual/Consulting	355.800.66835.50150
(\$97,791)	Allowance for Budget Expense	355.800.668.85000
\$63,631	Transfer From 355	500.800.000.39355
\$63,631	Net Income	500.800.805.89000

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY24 (\$34,159), FY25 (\$4,025) and FY26 (\$4,025).

Line Item: See above

Line Item Description: See above

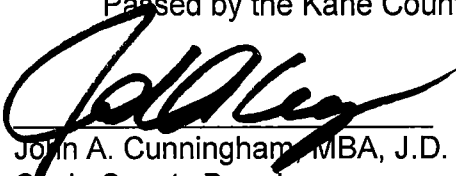
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

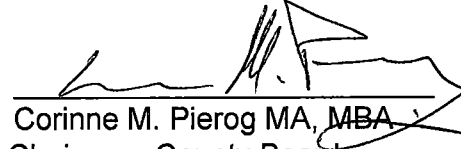
If funds are not currently available in the specified line item, where are the funds available?

355.800.668.85000 - Allowance for Budget Expense

Passed by the Kane County Board on September 12, 2023.



John A. Cunningham MBA, J.D.
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 23-385

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND AN ACCESS CONTROL PROGRAM FOR THE KANE COUNTY BUILDING MANAGEMENT DEPARTMENT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 (“ARPA”) to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds (“SLFRF”) pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury (“Final Rule”), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee (“ARPC”) as a resource for research, education, planning, and recommendations for the best allocation and uses of the County’s SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Building Management Department has made a request in the amount of \$700,000 (Seven Hundred Thousand dollars) of SLFRF to fund an Access Control Program for the purpose COVID-19 Contact Tracing and Public Sector Capacity Administrative Needs; and

WHEREAS, an Access Control Program will support the County's ability to conduct contact tracing in the event of an outbreak, will assist the County as needed to be able to identify who had been in contact with each other, and provide reporting of who accessed each facility at each time to defray the additional administration associated with contact tracing; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane

County Building Management’s request for SLFRF for a Access Control Program for the purpose of COVID-19 Contact Tracing and Public Sector Capacity Administrative Needs and completed an assessment regarding the project’s eligibility under the United States Department of Treasury’s Rules and Guidelines, Section EC-3: Public Health-Negative Economic Impact: Public Sector, EC-Subcategory 3.4 (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$700,000 (Seven Hundred Thousand dollars) to fund the Access Control Program for the Kane County Building Management, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board the Kane County Board hereby authorizes the Kane County Building Management’s use of State and Local Fiscal Recovery Funds in the amount of \$700,000 (Seven Hundred Thousand dollars) to be used for an Access Control Program, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

\$94,110	Transfer to Fund 500	355.800.66813.99500
(\$94,110)	Allowance for Budget Expense	355.800.668.85000
\$94,110	Transfer from Fund 355	500.800.000.39355
\$94,110	Addition to Fund Balance	500.800.805.89000
\$150,000	Special Purpose Equipment	355.800.66813.70120
(\$150,000)	Allowance for Budget Expense	355.800.668.85000

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY24 (\$300,000) and FY25 (\$155,890).

Line Item: See above

Line Item Description: See above

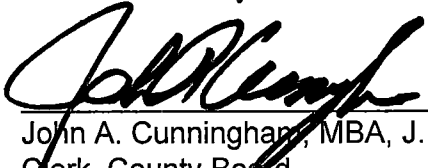
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

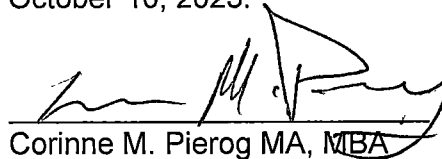
If funds are not currently available in the specified line item, where are the funds available?

See Above

Passed by the Kane County Board on October 10, 2023.



John A. Cunningham, MBA, J.D.
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

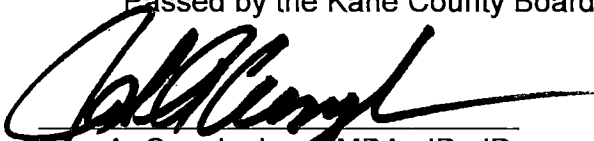
Vote:

PASSED

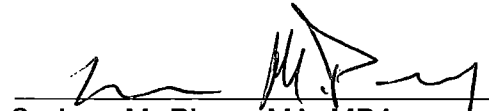
500.800.805.99355	Transfer to ARPA Fund 355	\$94,110
500.800.000.39900	Fund Balance Utilization	\$94,110
355.800.000.39500	Transfer from Capital Project Fund 500	\$94,110
355.800.66813.70120	Special Purpose Equipment	\$94,110
355.800.66813.70120	Special Purpose Equipment	300,000
355.800.668.85000	Allowance for Budget Expense	(\$300,000)

Of the \$700,000 project (RES 23-385, \$150,000 was budgeted in Fund 355 in Fiscal Year 2023. \$94,110 was budgeted to in Fund 500 in Fiscal Year 2023. The \$94,110 is being transferred back to the ARPA Fund 355 from the Capital Fund 500 as the money was not spent in the Capital Fund in Fiscal Year 2023. The approved budget for this project is \$300,000 in FY24 and an additional \$155,890 in FY25 (RES 23-385).

Passed by the Kane County Board on August 13, 2024.



John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

WHEREAS, the Shooting Range HVAC System Renovations project approved in resolution 24-177 and the Kitchen and Laundry Area Improvements At The Kane County Justice Center approved in resolution 24-176 for the Kane County Building Management Department are currently under funded; and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the de-obligating of SLFRF in the amount of \$1,200,000 (One Million Two Hundred Thousand Dollars) from the Jail Tower A & B HVAC Improvements project and re-obligating \$600,000 (Six Hundred Thousand Dollars) for the Shooting Range HVAC System Renovations project and \$600,000 (Six Hundred Thousand Dollars) for the Kitchen and Laundry Area Improvements At The Kane County Justice Center project for the Kane County Building Management Department , to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations .

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the de-obligating of SLFRF in the amount of \$1,200,000 (One Million Two Hundred Thousand Dollars) from the Jail Tower A & B HVAC Improvements project and re-obligating \$600,000 (Six Hundred Thousand Dollars) for the Shooting Range HVAC System Renovations project and \$600,000 (Six Hundred Thousand Dollars) for the Kitchen and Laundry Area Improvements at The Kane County Justice Center project for the Kane County Building Management Department, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Passed by the Kane County Board on December 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the De-Obligating of State and Local Fiscal Recovery Funds from Jail Tower A & B HVAC Improvements Project approved in Resolution 24-172 and Re-Obligating the same funds some for the Shooting Range HVAC System Renovations Project and some for the Kitchen and Laundry Area Improvements at the Kane County Justice Center Project for the Kane County Building Management Department

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: n/a
If not budgeted, explain funding source: n/a	

Summary:

The ARPC recommends the Kane County Board authorize the de-obligating of SLFRF in the amount of \$1,200,000 (One Million Two Hundred Thousand Dollars) from the Jail Tower A & B HVAC Improvements project and re-obligating \$600,000 (Six Hundred Thousand Dollars) for the Shooting Range HVAC System Renovations project and \$600,000 (Six Hundred Thousand Dollars) for the Kitchen and Laundry Area Improvements At The Kane County Justice Center project for the Kane County Building Management Department , to be spent during the ARPA period of performance.

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 24-172

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND JAIL TOWER A AND B HVAC SYSTEM IMPROVEMENTS FOR THE KANE COUNTY BUILDING MANAGEMENT DEPARTMENT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee ("ARPC") as a resource for research, education, planning, and recommendations for the best allocation and uses of the County's SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Building Management Department has made a request in the amount of \$7,080,000 of SLFRF to fund Jail Tower A and B HVAC System Improvements for the purpose of responding to the public health and negative economic impacts of the pandemic; and

WHEREAS, HVAC system improvements, aimed at reducing the spread of COVID-19, maintaining optimal indoor air quality are paramount in safeguarding against future outbreaks and ensuring the well-being of the community; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Building Management Department's request for SLFRF for Jail Tower A and B HVAC

System Improvements for the purpose of responding to the public health and negative economic impacts of the pandemic and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of SLFRF in the amount of \$7,080,000 to fund the Jail Tower A and B HVAC System Improvements for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

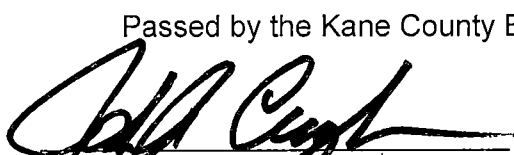
NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Kane County Building Management Department's use of State and Local Fiscal Recovery Funds in the amount of \$7,080,000 to be used for Jail Tower A and B HVAC System Improvements, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year FY2024 budget:

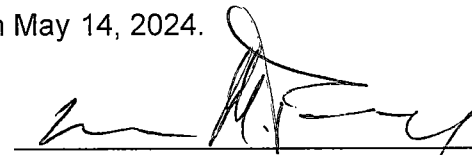
355.800.66814.72010	Building Improvements	\$556,900
355.800.668.85000	Allowance for Budget Expenses	(\$556,900)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the remaining grant funding will be budgeted in FY2025 (\$6,523,100).

Passed by the Kane County Board on May 14, 2024.



John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:
PASSED

County Building Management Department's request for SLFRF for Kitchen and Laundry Area HVAC System Improvements at the Kane County Adult Justice Center for the purpose of responding to the public health and negative economic impacts of the pandemic and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of SLFRF in the amount of \$600,000 to fund the Kitchen and Laundry Area HVAC System Improvements at the Kane County Adult Justice Center for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Kane County Building Management Department's use of State and Local Fiscal Recovery Funds in the amount of \$600,000 to be used for Kitchen and Laundry Area HVAC System Improvements at the Kane County Adult Justice Center, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year FY2024 budget:

355.800.668.72010	Building Improvements	\$67,500
355.800.668.85000	Allowance for Budget Expense	(\$67,500)

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY2025 (\$532,500).

Line Item: See above

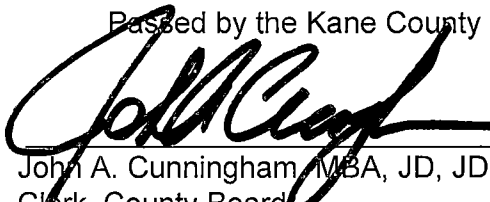
Line Item Description: See above

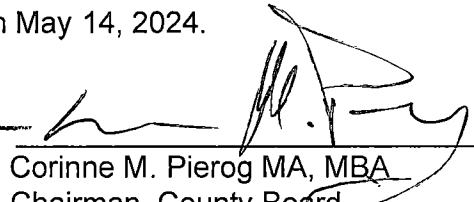
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? See Above

Passed by the Kane County Board on May 14, 2024.


 John A. Cunningham, MBA, JD, JD
 Clerk, County Board
 Kane County, Illinois


 Corinne M. Pierog MA, MBA
 Chairman, County Board
 Kane County, Illinois

Vote:

PASSED

STATE OF ILLINOIS)
) SS.
 COUNTY OF KANE)

RESOLUTION NO. 24-177

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND SHOOTING RANGE HVAC SYSTEM RENOVATIONS FOR THE KANE COUNTY BUILDING MANAGEMENT DEPARTMENT

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 (“ARPA”) to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 pandemic; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds (“SLFRF”) pursuant to ARPA, and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury (“Final Rule”), the County of Kane shall use SLFRF to defray costs associated with its response to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolution 21-313, the Kane County Board has established the American Rescue Plan Committee (“ARPC”) as a resource for research, education, planning, and recommendations for the best allocation and uses of the County’s SLFRF; and

WHEREAS, by Resolution 21-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Building Management Department has made a request in the amount of \$600,000 of SLFRF to fund Shooting Range HVAC System Renovations for the purpose of responding to the public health and negative economic impacts of the pandemic; and

WHEREAS, maintaining a safe environment at the shooting range where police officers are trained is integral to community violence prevention, especially when considering the additional benefits of HVAC improvements. By enhancing ventilation systems, Kane County not only ensures optimal air quality for officer training but also reduces the risk of COVID-19 related illnesses within the law enforcement community. A well-ventilated environment not only supports officer proficiency and safety but also safeguards their health, ultimately contributing to a more resilient and effective law enforcement presence in our communities and promoting public safety and well-being; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Building Management Department's request for SLFRF for Shooting Range HVAC System Renovations for the purpose of responding to the public health and negative economic impacts of the pandemic and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of SLFRF in the amount of \$600,000 to fund the Shooting Range HVAC System Renovations for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED the Kane County Board hereby authorizes the Kane County Building Management Department's use of State and Local Fiscal Recovery Funds in the amount of \$600,000 to be used for Shooting Range HVAC System Renovations, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year FY2024 budget:

355.800.66814.72010	Building Improvements	\$52,500
355.800.668.85000	Allowance for Budget Expense	(\$52,500)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year FY2025 (\$547,500).

Line Item: See above

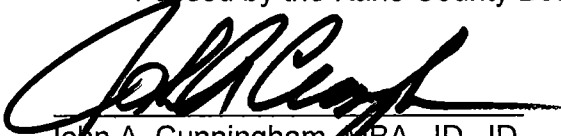
Line Item Description: See above

Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

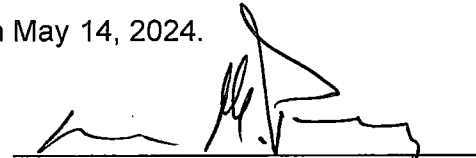
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

If funds are not currently available in the specified line item, where are the funds available? See above

Passed by the Kane County Board on May 14, 2024.



John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-3234

AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE KANE COUNTY AMERICAN RESCUE PLAN CONSULTANT AND CORRESPONDING USE OF ADDITIONAL STATE AND LOCAL FISCAL RECOVERY FUNDS

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 (“ARPA”) to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID 19 public health emergency; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds (“SLFRF”) pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use the SLFRF to defray costs associated with its response to the to the COVID 19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolutions 21-313 and 22-288, the Kane County Board established the American Rescue Plan Committee (“ARPC”) as a resource to research, study, plan, and make recommendations for the best allocation and uses of the County’s SLFRF and any other Federal or State funds that respond to the COVID 19 public health emergency and its negative economic impacts; and

WHEREAS, SLFRF may be used for administrative expenses involved in administering the County’s American Rescue Plan Program, and for administrative costs associated with County programs and activities responding to the COVID 19 public health emergency and its negative economic impacts; and

WHEREAS, The American Rescue Plan Program is preparing for if the need for additional assistance from Ernst & Young, LLP arises in FY2025 and FY2026, the ARPA Program would be able to compensate Ernst & Young, LLP for their services; and

WHEREAS, the American Rescue Plan (ARPA) Program is requesting approving the Fifth Amendment to Ernst & Young LLP Statement of Work to increase the authorized not to exceed amount in the fourth (4th) Amendment to Ernst & Young Statement of Work of \$3,202,034 (Three Million Two Hundred-Two Thousand Thirty-Four Dollars) by \$120,000 (One Hundred Twenty Thousand Dollars) to a not to exceed total of \$3,322,034 (Three Million

Three Hundred Twenty-Two Thousand Thirty-Four Dollars) for services performed between November 9, 2021 and April 30, 2027; and

WHEREAS, the ARPC recommends that the County Board approve the Fifth Amendment to Ernst & Young LLP Statement of Work to increase the not to exceed amount of \$3,202,034 (Three Million Two Hundred-Two Thousand Thirty-Four Dollars) by \$120,000 (One Hundred Twenty Thousand Dollars) to a not to exceed total of \$3,322,034 (Three Million Three Hundred Twenty-Two Thousand Thirty-Four Dollars) for services performed between November 9, 2021 and April 30, 2027; and

WHEREAS, the attached fifth amendment to the statement of work (“Exhibit A”) is a draft version, subject to minor modifications, as agreed by County representatives, and with a final version to be prepared with approval by the State ’s Attorney’s Office.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board Chairman is authorized and directed to execute a fifth (5th) amendment to the professional services agreement with Ernst & Young LLP, which increases the total not to exceed amount for the ARPA engagement by \$120,000 (One Hundred Twenty Thousand Dollars), for the services related to planning, accounting, distribution, reporting of SLFRF, and compliance with United State Code of Federal Regulations 2 CFR 200 in compliance and in accordance with applicable Federal and State laws.

Passed by the Kane County Board on December 10, 2024.

John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an Amendment to the Agreement with the Kane County American Rescue Plan Consultant and Corresponding use of Additional State and Local Fiscal Recovery Funds

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$n/a
If not budgeted, explain funding source: n/a	

Summary:

The ARPC recommends the Kane County Board authorize and direct the Kane County Board Chairman to execute a fifth (5th) amendment to the professional services agreement with Ernst & Young LLP, which increases the total not to exceed amount for the ARPA engagement by \$120,000 (One Hundred Twenty Thousand Dollars), for the services related to planning, accounting, distribution, reporting of SLFRF.

Fifth Amendment to Statement of Work

This amendment, dated November 07, 2024 (this “Fifth Amendment”) amends the Statement of Work, dated, November 11, 2021, as amended by the Fourth Amendment, (the “Amended SOW” and as modified by this Fifth Amendment, the “SOW”), between Ernst & Young LLP (“we” or “EY”) and the County of Kane (“you” or “Client”) related to the provision of advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act (“ARP”) funding. Capitalized terms used, but not otherwise defined, in this Amendment shall have the respective meanings ascribed to them in the Amended SOW and identical terms defined in this Amendment and in the Amended SOW shall have the respective meanings ascribed to them herein. The Amended SOW was executed pursuant to the agreement, dated November 11, 2021, between EY and the County of Kane.

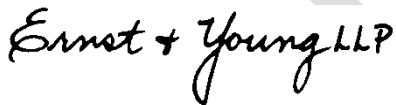
EY and the County of Kane entered into a First Amendment to Statement of Work, dated October 17, 2022 (“First Amendment”), for services in connection with the Federal Emergency Management Agency Public Assistance grant program, and support as requested for any other state or federal relief programs related to COVID-19. The additional terms and conditions of this Fifth Amendment shall apply only to the Services covered by this Fifth Amendment and the Amended SOW, and not to the Services covered by the First Amendment.

The purpose of this Fifth Amendment is to add \$120,000 to the Amended SOW not to exceed amount of \$3,202,034 for a revised total not to exceed amount of \$3,322,034 for services performed between November 9, 2021 and April 30, 2027. For the below amendments in this Fifth Amendment, the term “rate card” refers to the rate card in the Original SOW, dated November 11, 2021.

Except as modified by this Amendment, all terms and conditions of the Amended SOW shall continue in full force and effect and be unaffected by this Amendment.

In witness whereof, the parties have executed this Amendment as of the date set forth above.

Ernst & Young LLP



County of Kane

By: _____

Name:

Title:

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. 24-225

AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE KANE COUNTY AMERICAN RESCUE PLAN CONSULTANT AND CORRESPONDING USE OF ADDITIONAL STATE AND LOCAL FISCAL RECOVERY

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act of 2021 ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to economic and public health impacts of the COVID-19 public health emergency; and

WHEREAS, the County of Kane has received a total of \$103,413,041 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA; and

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use the SLFRF to defray costs associated with its response to the to the COVID-19 pandemic within the County, to address the economic fallout from the pandemic, and lay the foundation for a strong and equitable recovery; and

WHEREAS, by Resolutions 21-313 and 22-288, the Kane County Board established the American Rescue Plan Committee ("ARPC") as a resource to research, study, plan, and make recommendations for the best allocation and uses of the County's SLFRF and any other Federal or State funds that respond to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, SLFRF may be used for administrative expenses involved in administering the County's American Rescue Plan Program, and for administrative costs associated with County programs and activities responding to the COVID-19 public health emergency and its negative economic impacts; and

WHEREAS, by Resolution 21-508, the Kane County Board authorized the Kane County Board Chairman to execute a professional services agreement with Ernst & Young LLP for a period of up to 5 (five) years for the services related to the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws in an amount not to exceed \$1,000,000 (One Million Dollars) with all invoices to be approved by the County Board; and

WHEREAS, on November, 15, 2021, the Kane County Board Chairman executed a professional services agreement with Ernst & Young LLP ("Exhibit A"), with an expected term

through December 2024, and with fees associated with the County's requested services not to exceed \$1,000,000 (One Million Dollars) unless approved by the Kane County Board; and

WHEREAS, to ensure the best allocation of the County's SLFRF, Kane County Board resolution 23-139 authorized an additional \$900,000 (Nine Hundred Thousand Dollars) to compensate Ernst & Young LLP through December 2024 for the services related to the planning, accounting, distribution, and reporting of SLFRF; and

WHEREAS, by Resolution 24-036, the Kane County Board authorized an additional \$1,082,034 (One Million Eighty-Two Thousand Thirty-Four Dollars) to compensate Ernst & Young LLP for services related to planning, accounting, distribution, and reporting of SLRF through April 30, 2027; and

WHEREAS, Kane County has requested additional services from Ernst & Young for professional services related to planning, accounting, distribution, and reporting of SLFRF that specifically deal with compliance with United State Code of Federal Regulations 2 CFR 200; and

WHEREAS, Ernst & Young proposed to provide professional management services to Kane County related to compliance with United State Code of Federal Regulations 2 CFR 200 in an amount not to exceed \$220,000 (Two Hundred Twenty Thousand Dollars); and

WHEREAS, the ARPC recommends that the County Board allocates an additional \$220,000 (Two Hundred Twenty Thousand Dollars) of the County's SLFRF to compensate Ernst & Young LLP through April 30, 2027 for the services related to compliance with United State Code of Federal Regulations 2 CFR 200; and

WHEREAS, the attached fourth amendment to the statement of work ("Exhibit D") is a draft version, subject to minor modifications, as agreed by County representatives, and with a final version to be prepared with approval by the State 's Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the County Board Chairman is authorized and directed to execute an amendment to the professional services agreement with Ernst & Young LLP, for the services related to compliance with United State Code of Federal Regulations 2 CFR 200 in compliance and in accordance with applicable Federal and State laws, which increases the total not to exceed amount for the ARPA engagement by \$220,000 (Two Hundred Twenty Thousand Dollars), with all invoices to be approved by ARP Program Manager.

NOW, THEREFORE, BE IT FUTHER RESOLVED by the Kane County Board that \$220,000 (Two Hundred Twenty Thousand Dollars) of the County's SLFRF shall be allocated to the funding of the professional services agreement with Ernst & Young LLP for the services related to planning, accounting, distribution, and reporting of SLFRF that specifically deal compliance with United State Code of Federal Regulations 2 CFR 200, in accordance with ARPA, the Final Rule, and related guidance issued by the United States Department of the Treasury, and that the following budget adjustment be made to the Fiscal Year 2024 budget:

355.800.66871.50150	Contractual Consulting Services	\$220,000
355.800.668.85000	Allowance for Budget Expense	(\$220,000)

Line Item: 355.800.66871.50150

Line Item Description: Contractual/Consulting

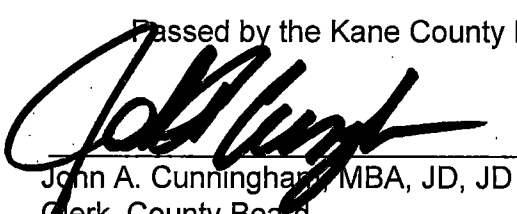
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

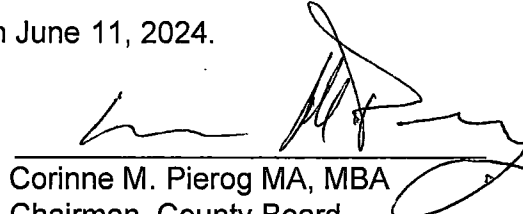
If funds are not currently available in the specified line item, where are the funds available?

355.800.668.85000 - Allowance for Budget Expense

Passed by the Kane County Board on June 11, 2024.



John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois



Corinne M. Pierog MA, MBA
Chairman, County Board
Kane County, Illinois

Vote:

PASSED

Ex. A to Res. # 24-225

EXHIBIT A



Ernst & Young LLP
155 North Wacker Drive
Chicago, IL 60606-1787

Tel: +1 312 879 2000
Fax: +1 312 879 4000
ey.com

County of Kane
Attention: Chairman of the County Board
Kane County Board Member
719 S. Batavia Avenue, Bldg. A.
Geneva, IL 60134

November 11, 2021

Dear Board Chair Pierog:

Thank you for choosing Ernst & Young LLP ("we" or "EY") to perform professional services (the "Services") for the County of Kane ("you", "Client" or "County"). We appreciate the opportunity to assist you and look forward to working with you.

The enclosed Statement of Work describes the particular Services that we will perform in this engagement, as well as any advice, presentations, or filings to be made, our fees therefor, and any other arrangements for this engagement. All of the Services will be subject to the terms and conditions of this letter, its attachments, including the General Terms and Conditions, and the Statement of Work (together, this "Agreement").

We may enter into Statements of Work with you for a period of up to five years following the date of this letter, although we may agree with you to extend that period, including by executing additional Statements of Work referencing this Agreement. This agreement may be terminated in accordance with the terms in the attached Scope of Work.

Please sign this letter in the space provided below to indicate your agreement with these arrangements and return it to Gary Burke at your earliest convenience. If you have any questions about any of these materials, please do not hesitate to contact Gary Burke so that we can address any issues you identify before we begin to provide any Services.

Very truly yours,

Ernst & Young LLP

AGREED:

County of Kane

By: *[Signature]* *November 15, 2021*
Board Chair Pierog

General Terms and Conditions

Our relationship with you

1. We will perform the Services in accordance with applicable professional standards, including those established by the American Institute of Certified Public Accountants ("AICPA").
2. We are a member of the global network of Ernst & Young firms ("EY Firms"), each of which is a separate legal entity.
3. We will provide the Services to you as an independent contractor and not as your employee, agent, partner or joint venturer. Neither you nor we have any right, power or authority to bind the other.
4. We may subcontract portions of the Services to other EY Firms, who may deal with you directly. Nevertheless, we alone will be responsible to you for the Reports (as defined in Section 11), the performance of the Services, and our other obligations under this Agreement. From time to time, non-CPA personnel may perform the Services.
5. We will not assume any of your management responsibilities in connection with the Services. We will not be responsible for the use or implementation of the output of the Services, although we may otherwise provide advice and recommendations to assist you in your management functions and making decisions.

Your responsibilities

6. You shall assign a qualified person to oversee the Services. You are responsible for all management decisions relating to the Services; the use or implementation of the output of the Services and for determining whether the Services are appropriate for your purposes.
7. You shall reasonably provide (or cause others to provide) to us, promptly, the information, resources and assistance (including access to records, systems, premises and people) that we reasonably require to perform the Services.
8. To the best of your knowledge, all information provided by you or on your behalf ("Client Information") will be accurate and complete in all material respects. The provision of Client Information to us will not infringe any copyright or other third-party rights.
9. We will rely on Client Information made available to us and, unless we expressly agree otherwise, will have no responsibility to evaluate or verify it unless otherwise agreed in this agreement or state of work.

10. You shall be responsible for your personnel's compliance with your obligations under this Agreement.

Our Reports

11. Any information, advice, recommendations or other content of any reports, presentations or other communications we provide under this Agreement ("Reports"), may be used and relied upon consistent with the purposes set forth in the Statement of Work for which the Reports are prepared. To prepare and submit reports and information to the U.S. Treasury and published in accordance with Federal and/or State law, to publish report on the County's website, or any other necessary communication with applicants of Kane County's ARPA program.
12. Intentionally Deleted
13. Intentionally Deleted.
14. Intentionally Deleted
15. Intentionally Deleted

Limitations

16. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.
17. You (and any others for whom Services are provided) may not recover from us, in contract or tort, under statute or otherwise, aggregate damages in excess of the two (2) times the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services. This limitation will not apply to losses caused by our fraud or willful misconduct or to the extent prohibited by applicable law or professional regulations.
18. Intentionally Deleted.
19. You may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other EY Firm or our or its members, shareholders, directors, officers, partners, principals or employees ("EY Persons"). You shall make any claim or bring proceedings only against us. The provisions of Sections 16 through 19 are intended

EXHIBIT A

to benefit the other EY Firms and all EY Persons, who shall be entitled to enforce them.

Indemnity

20. Intentionally Deleted.

Intellectual property rights

21. We may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how that we own or license ("Materials") in performing the Services with Kane County's approval and consent. Notwithstanding the delivery of any Reports, we retain all preexisting EY intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in connection with the Services (but not Client Information reflected in them). Reports and other deliverables will be property of Kane County.
22. You may use the Reports relating to the Services, as well as any Materials owned by us that are included therein, solely to the extent necessary to use the Reports.

Confidentiality

23. Except as otherwise permitted by this Agreement, or as discussed in public, or as used in connection with any reporting requirements by the U.S. Department of Treasury, or as required under other Federal or State law, including but not limited to the Illinois Freedom of Information Act, 5 ILCS 140.1, et seq., neither of us may disclose any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of us may, however, disclose such information to the extent that it:
- (a) is or becomes public other than through a breach of this Agreement,
 - (b) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
 - (c) was known to the recipient at the time of disclosure or is thereafter created independently,
 - (d) is disclosed as necessary to enforce the recipient's rights under this Agreement, or
 - (e) must be disclosed under applicable law, legal process or professional regulations.
24. Either of us may use electronic media to correspond or transmit information and such use will not in itself

constitute a breach of any confidentiality obligations under this Agreement.

25. Unless prohibited by applicable law, we may provide Client Information to other EY Firms (which are listed at www.ey.com) and EY Persons, as well as external third parties providing services on our or their behalf, who may collect, use, transfer, store or otherwise process (collectively, "Process") it in various jurisdictions in which they operate in order to facilitate performance of the Services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative, infrastructure and security support services or for quality and risk management purposes. We shall be responsible to you for maintaining the confidentiality of Client Information, regardless of where or by whom such information is Processed on our behalf.
26. With respect to any Services, if U.S. Securities and Exchange Commission auditor independence requirements apply to the relationship between you or any of your associated entities and any EY Firm, you represent, to the best of your knowledge, as of the date of this Agreement and as of the date of the Statement of Work hereunder, that neither you nor any of your affiliates has agreed, either orally or in writing, with any other advisor to restrict your ability to disclose to anyone the tax treatment or tax structure of any transaction to which the Services relate. An agreement of this kind could impair an EY Firm's independence as to your audit or that of any of your affiliates, or require specific tax disclosures as to those restrictions. Accordingly, you agree that the impact of any such agreement is your responsibility.

Data protection

27. If we Process Client Information that can be linked to specific individuals ("Personal Data"), we will Process it in accordance with Section 25 of this Agreement, as well as law and professional regulations applicable to us. We will also require any service provider that Processes Personal Data on our behalf to provide at least the same level of protection for such data as is required by such legal and regulatory requirements. If Personal Data relating to a data subject in the UK, European Union or Switzerland (collectively, "European Personal Data") is required for EY to perform the Services, the parties agree to negotiate in good faith a data transfer addendum intended to validate the transfer of such European Personal Data by Company to EY prior to such transfer. If any Client Information is protected health information under the Health Insurance Portability and Accountability Act, as amended, this Agreement is deemed to incorporate all of the terms otherwise required to be included in a business associate contract relating to such information.

28. You warrant that you have the authority to provide the Personal Data to us in connection with the performance of the Services and that the Personal Data provided to us has been Processed in accordance with applicable law. In order to provide the Services, we may need to access Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event that we need access to such information, you will consult with us on appropriate measures (consistent with professional standards applicable to us) to protect the Restricted Personal Data, such as deleting or masking unnecessary information before it is made available to us, encrypting any data transferred to us, or making the data available for on-site review at a Client site. You will provide us with Restricted Personal Data only in accordance with mutually agreed protective measures.

Fees and expenses generally

29. You shall pay our professional fees and specific expenses in connection with the Services as detailed in the Statement of Work. You shall also reimburse us for other reasonable expenses for which you have given prior authorization and which have been incurred in performing the Services. Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs imposed in respect of the Services, all of which you shall pay (other than taxes imposed on our income generally). Unless otherwise set forth in the applicable Statement of Work, payment is due within 60 days following receipt of each of our invoices. We may receive rebates in connection with certain purchases, which we use to reduce charges that we would otherwise pass on to you.
30. We may charge reasonable additional professional fees if events beyond our control (including your acts or omissions) affect our ability to perform the Services as originally planned or if you ask us to perform additional tasks.
31. If we are required by applicable law, legal process or government action to produce information or personnel as witnesses with respect to the Services or this Agreement, you shall reimburse us for any reasonable professional time and expenses (including reasonable external and internal legal costs) incurred to respond to the request, unless we are a party to the proceeding or the subject of the investigation.

Force majeure

32. Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Term and termination

33. This Agreement and Statement of Work applies to the Services whenever performed.
34. This Agreement shall terminate upon the completion of the Services. Either of us may terminate it as provided in the Statement of Work.
35. You shall pay us for all work-in-progress, Services already performed, and expenses incurred by us up to and including the effective date of the termination of this Agreement. Payment is due within 60 days following receipt of our invoice for these amounts.
36. The provisions of this Agreement, including Section 14 and otherwise with respect to Reports, that give either of us rights or obligations beyond its termination shall continue indefinitely following the termination of this Agreement, except that our respective confidentiality obligations (other than those relating to Reports or under Section 14) shall continue thereafter for three years only.

Governing law and dispute resolution

37. This Agreement, and any non-contractual matters or obligations arising out of this Agreement or the Services, including (without limitation) claims arising in tort, fraud, under statute or otherwise relating to the Services, or questions relating to the scope or enforceability of this Section 37, shall be governed by, and construed in accordance with, the laws of Illinois applicable to agreements made, and fully to be performed, therein by residents thereof. Any and all disputes and/or claims arising from the terms of this agreement or performances hereunder shall be brought in the courts of the 16th Judicial Circuit, Kane County, Illinois and/or the United States District Court for the Northern District of Illinois.

Miscellaneous

38. This Agreement constitutes the entire agreement between us as to the Services and the other matters it covers, and supersedes all prior agreements, understandings and representations with respect thereto, including any confidentiality agreements previously delivered. In addition, any policy, protocol, agreement (other than this Agreement) or other instrument, in whatever form, imposed at any time that purports to obligate EY, any other EY Firm or any EY Person with respect to the use of Client Information shall be void and of no further effect, and you shall not seek to enforce any such obligation.
39. Both of us may execute this Agreement (including the Statement of Work), as well as any modifications thereto, by electronic means and each of us may sign a

EXHIBIT A

different copy of the same document. Both of us must agree in writing to modify this Agreement or the Statement of Work.

40. Each of us represents to the other that each person signing this Agreement or the Statement of Work on its behalf is expressly authorized to execute it and to bind such party to its terms. You also represent that this Agreement has, if necessary, been considered and approved by your Audit Committee. You represent that your affiliates and any others for whom Services are performed shall be bound by the terms of this Agreement.
41. You agree that we and the other EY Firms may, subject to professional obligations, act for other clients, including your competitors.
42. Neither of us may assign any of our rights, obligations or claims arising out of or related to this Agreement or any Services.
43. If any non-material provision of this Agreement (in whole or part) is held to be illegal, invalid or otherwise unenforceable, the remainder of the agreement shall remain in full force and effect if it can be remain in effect without such invalid provisions.
44. If there is any inconsistency between provisions in different parts of this Agreement, those parts shall have precedence as follows (unless expressly agreed otherwise): (a) the Cover Letter, (b) the Statement of Work and any attachments thereto, (c) these General Terms and Conditions, and (d) other attachments to this Agreement.
45. Neither of us may use the other's name, logo or trademarks publicly without the other's prior written consent, although we may publicly identify you as a client in connection with specific Services or generally.
46. Intentionally Deleted.

EXHIBIT A

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Statement of Work

This Statement of Work, dated November 11, 2021 (this "SOW"), is made by Ernst & Young LLP ("we" or "EY") and the County of Kane, ("you" or the "Client"), pursuant to the Agreement, dated November 11, 2021 (the "Agreement"), between EY and the County of Kane.

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the advisory Services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to "you" or "Client" shall be deemed references to you.

If you ask us to begin work before you execute and return this SOW to us, you will be deemed to have agreed to its terms.

Scope of Services

We will provide advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act ("ARP") funding (the "Matter"). Under your direction, we will review the facts of the Matter, and consult with you where you require our assistance. We contemplate performing the following services over the term of the engagement. We may, in addition, perform one or more of the following procedures as the parties agree and consider necessary to express a professional conclusion on the matters you identify:

Recovery Plan and Administration of ARP Funds:

- ▷ Provide assistance to identify and define stakeholders and team.
- ▷ Assist the County in the Identification and definition of roles and responsibilities related to the Matter's administration and compliance.
- ▷ Assist in the development of a roadmap and implementation plan with a detailed timeline in collaboration with Kane County Program Manager. This includes identifying current systems/methods in place that can be used to track ARP funds and projects.
- ▷ Assist Kane County and the Kane County Program Manager in the development and drafting of Recovery Plan Performance Reports that are required to be submitted to U.S. Treasury and posted to public website.
- ▷ Development of project/program specific requirements (application process, risk assessment, approval process, monitoring plan, required documentation, meeting deadline/milestones).
- ▷ Provide assistance to Kane County Program Manager in the facilitation of committee and community discussion concerning recovery plan.
- ▷ Evaluation of community feedback/proposed projects as requested by the Kane County American Rescue Plan Committee.
- ▷ Research on eligibility of potential projects and provide a written analysis and recommendation for each project as it relates to compliance with Federal and/or State regulations associated with the ARP funding (including U.S. Treasury and/or Kane County's eligibility requirements).

EXHIBIT A

- ▷ Identify, quantify, assess, document, and prepare written analysis and recommendation on the eligibility of potential/actual expenditures by the County, its departments and its sub-recipients as it relates to ARP funding (including U.S. Treasury and/or Kane County's eligibility requirements).
- ▷ Maintain and track expenses related to ARP funds and assist in reconciling tracked information with information posted in Kane County's accounting system.
- ▷ Assess current processes and make recommendations to improve, if necessary, to meet Federal and County Requirements.

Reporting:

- ▷ Assist the County and its Kane County ARP Program Manager in the completion of reports and deadlines required by U.S. Treasury guidance as requested by the County (including but not limited to U.S. Treasury requirements and its quarterly Project and Expenditure Reports and the annual Recovery Plan Performance Report).
- ▷ Assisting the County and its Program Manager in organization of program information and data to submit to the U.S. Treasury and the Kane County American Rescue Plan Committee as requested by the County.
- ▷ Prepare documentation advice related to all reports submitted to the Treasury and/or the Kane County American Rescue Plane Committee.
- ▷ Provide advisory services and recommendations related to the County's financial reporting of ARP funding in accordance with Generally Accepted Accounting Principles (GAAP).
- ▷ Assist County staff with progress update documentation and participate in ARP Committee meetings if requested.
- ▷ Assist the County with communicating with Federal and State regulators and representatives regarding the County's compliance and planned or actual use of ARP funding.

Close out:

- ▷ Initial development of close-out strategies (checklists, document retention requirements, federal reporting requirements, etc.)
- ▷ Assist the County in its response to requests from Federal, State, or County internal or external auditors and, additionally, will continue to assist in responding to any audit of Kane County regarding ARP funding after December 31, 2024.

We currently do not contemplate preparing a written EY branded narrative report indicating the specific work EY performed and our result. We currently do contemplate assisting the County and the Kane County Program Manager prepare documentation necessary for the management of the Matter and for inclusion of the County's reporting pursuant to the U.S. Treasury's reporting requirements.

Limitations on scope

We will not provide litigation services, legal opinions, or expert witness services in connection with this matter. We will also not provide any accounting or GAAP conclusions, but will provide recommendations as set forth in this Agreement and Statement of Work. We may be able to provide such services under a separate Statement of Work.

The Services are advisory in nature. EY will not render an assurance report or opinion under the Agreement, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by applicable professional standards, including AICPA Standards for Consulting Services. None of the Services or any Reports will constitute any legal opinion or advice. None of the Services or any Reports will constitute any tax opinion or advice. Our procedures are not designed to and may not detect any or all fraudulent activities or illegal acts. EY will provide recommendations and assist in responding to audits as set forth in this Agreement and Statement of Work.

We will not identify, address or correct any errors or defects in any computer systems, other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage, interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

Unless discussed and mutually agreed to in advance, EY will not participate in recording meetings. EY acknowledges activity and discussion related to the Matter will occur at public meetings, which will be recorded.

Your specific obligations

You shall notify us promptly in writing upon becoming aware of (A) changes in the status of the Matter in connection with which the Services are provided, or (B) objections or issues with respect to the performance of the Services.

We also draw your attention to the reservations set out in paragraph 5 of the General Terms and Conditions of the Agreement, as well as your management responsibilities under paragraph 6 thereof and your representation, as of the date hereof, under paragraph 26 thereof.

Final decision on all funding approvals will be made by the County and physical disbursement of funds will be executed by the County.

You shall make all management decisions and perform all management functions in relation to your Federal funding. You will provide oversight for EY's work by designating appropriate staff from County to coordinate EY's efforts within the County and coordinate interactions with applicants, state agency representatives, or other Federal funding sources, as required.

You shall designate appropriate staff relative to technical programmatic, accounting and finance issues, questions or requests who possess the technical ability to review and understand EY's work. You shall review and be responsible for the final approval of all EY deliverables.

- We shall support review and approval processes for expenses charged to the fund, including any grant applications, and prepare or to assist with preparing any reports that are required for the Committee, the Board and for the federal government.

EXHIBIT A

- We shall track expenses manually or in our proprietary tools, so as to be able to report information on a more timely basis, since information may not be available in your accounting system in time to prepare the necessary reports. We also shall reconcile manually tracked information to what is in the accounting system when it is finally posted to the accounting system.

Specific additional terms and conditions

We may utilize certain third-party software and hardware (the "engagement tools") to perform the Services. The engagement tools are provided "as is," and none of EY or any other party involved in the creation, production or delivery of any engagement tool makes any warranties, express or implied, with respect to any thereof, including, without limitation, any implied warranty of merchantability or fitness for any particular purpose or use, or any warranty that the operation of any engagement tool will be uninterrupted, error free or that it will be compatible with any of your hardware or software.

We cannot and do not provide any assurance that our work and findings will either support or contradict any particular position. You agree that, because the Services are limited in nature and scope, they cannot be relied upon to unreasonably discover all documents and other information, or provide all analyses, that may be important to you or any matter.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We have reviewed our available records to determine whether potential conflicts might arise out of our performance of the Services. However, the very nature, diversity, magnitude, and size of the Ernst & Young organization and its past and present professional relationships does not allow us to be certain that each and every possible relationship or potential conflict has come to our attention. If additional relevant relationships or potential conflicts come to our attention, we will promptly notify you. You agree that any EY Firm may provide the Services under this SOW, as well as services to other such parties, as long as (a) no member of the EY team performing these Services (the "EY Team") is part of any team serving other clients in connection with the Matter, and (b) the EY Team does not disclose to any other such team any confidential information relating to you (except as required by applicable law, regulation or professional obligation), in either case without your prior written consent.

If the performance of the Services is challenged on the basis of an alleged conflict of interest or alleged violation of independence requirements, including the requirements of the Sarbanes-Oxley Act of 2002 and the regulations promulgated thereunder you will promptly notify us, and we may engage our own legal counsel to contest any such challenge.

You shall not, while we are performing the Services hereunder and for a period of 12 months after they are completed, solicit for employment, or hire, any EY personnel involved in the performance of the Services, provided, that you may generally advertise available positions and hire EY personnel who either respond to such advertisements or who come to you on their own initiative without direct or indirect encouragement from you.

Compliance with U.S. immigration requirements may require EY to provide certain information to the U.S. Citizenship and Immigration Services ("USCIS") to confirm that EY employees on certain visas are, in fact, EY employees and not employees of Client or other clients of EY. This will include providing certain

EXHIBIT A

information regarding work locations to support compliance with the visa requirements. As such, EY may disclose to USCIS information regarding this SOW, including Client's identity and location, as well as redacted agreements. Upon providing this information, EY will request that USCIS keep any such information confidential. In further support of these legal requirements, the U.S. Department of Labor (DOL) regulations, at 20 CFR § 655.734(a)(1)(ii)(A), require the posting of notice of a Labor Condition Application (LCA) in instances where individuals holding H-1B visas will be working on Client's premises. EY and Client will work together to develop an appropriate notice as required.

EY resources will be operating at all times as an employee of and under the direction and control of Ernst & Young U.S. LLP's management, and all activities including supervision, hiring and firing decisions, and performance evaluations are controlled by Ernst & Young U.S. LLP. Client will not have the right to control EY resources. At all times, EY resources will receive direction from an EY Manager while on-site at Client premises.

Timetable & Termination

Unless otherwise agreed, and subject to the General Terms and Conditions of the Agreement, we expect to perform the Services beginning in November 2021 and through December 31, 2024.

This Agreement may be terminated by the Client at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Agreement is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Agreement is terminated due to the Client's substantial failure to perform, EY shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the Client resulting from or relating to EY's performance or failure to perform under this Agreement.

In the event of termination by the Client upon notice and without cause, upon completion of any phase of the services under the Matter under this SOW, fees due EY for services rendered through such phase shall constitute total payment for services. In the event of such termination by the Client during any phase of the Services hereunder, EY will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, EY also will be reimbursed for the charges of independent professional associates and contractors employed by EY the Contractor to render Services, and paid for all unpaid additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

EXHIBIT A

Contacts

You have identified Kane County ARP Program Manager as your contact with whom we should communicate about these Services. Your contact at EY for these Services will be Gary Burke.

Fees

The General Terms and Conditions of the Agreement address our fees and expenses generally. The obligation to pay our fees is not contingent upon the nature of our findings or the outcome of the Matter.

You shall pay our fees for the Services based on actual time incurred at the following hourly rates, plus expenses:

Rank	Hourly rate
Partner/Principal/Executive Director	\$309
Senior Manager	\$299
Manager	\$269
Senior	\$229
Staff/Associate	\$179

Based on the information provided by the County in the RFP, related FAQs and our discussion during the oral presentation, we estimate the cost for initial services beginning in November 2021 and extending through May 2022 are expected to be no more than \$649,603.93 using the above rate card.

The estimated initial fees begin in November 9, 2021 and extend through May 2022. Based on the ARPA program, we would expect the engagement period to be through December 2024. The fees associated with requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$1,000,000 (one million dollars) unless prior approval by the Kane County Board.

We will bill you for our fees and expenses incurred (and applicable taxes, if any) once per month, in summary fashion, including information as to total hours and applicable rates. EY will maintain detailed records for billing and will be available upon request. Payment is due upon receipt of our invoice in compliance with the Illinois Local Government Prompt Payment Act. All amounts due must be paid to us in full before we will issue any Report or provide testimony, or upon settlement or other resolution of the Matter.

EXHIBIT A

In witness whereof, the parties have executed this SOW as of the date set forth above.

Ernst + Young LLP

County of Kane

By: _____



Name:

Title:

Kane County Board Chairman

Second Amendment to Statement of Work

This amendment, dated Month XX, 2023 (this “Second Amendment”) amends the Statement of Work, dated, November 11, 2021 (the “Original SOW” and as modified by this Second Amendment, the “SOW”), between Ernst & Young LLP (“we” or “EY”) and the County of Kane (“you” or “Client”) related to the provision of advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act (“ARP”) funding. Capitalized terms used, but not otherwise defined, in this Second Amendment shall have the respective meanings ascribed to them in the Original SOW and identical terms defined in this Second Amendment and in the Original SOW shall have the respective meanings ascribed to them herein. The Original SOW was executed pursuant to the agreement, dated November 11, 2021, between EY and the County of Kane.

EY and the County of Kane entered into a First Amendment to Statement of Work, dated October 17, 2022 (“First Amendment”), for services in connection with the Federal Emergency Management Agency Public Assistance grant program, and support as requested for any other state or federal relief programs related to COVID-19. The services under the First Amendment are expected to be performed during the period from October 17, 2022 to October 16, 2023. The additional terms and conditions of this Second Amendment shall apply only to the Services covered by this Second Amendment and the Original SOW, and not to the Services covered by the First Amendment.

Except as modified by this Second Amendment, all other terms and conditions of the Original SOW shall continue in full force and effect and be unaffected by this Second Amendment.

Scope of services

We will continue providing advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act (“ARP”) funding (the “Matter”). Under your direction, we will continue reviewing the facts of the Matter, and consult with you where you require our assistance.

In addition to the services set out in the Original SOW, we shall perform the following additional services (such additional services, together with the services described in the Original SOW, the “Services”):

Project compliance procedures:

- ▶ Provide analysis of the procurement procedures performed in sourcing and selecting the vendors against federal requirements.
- ▶ Provide analysis of contracts/contracting vehicles used in the procurement for compliance with federal requirements.
- ▶ Evaluate project expenditures for contractual and federal compliance.
- ▶ Evaluate subrecipient risk assessments and assisting in drafting subrecipient agreements.
- ▶ Provide analysis of expenditures/payments to the subrecipient administering the program

EXHIBIT B

- ▶ Conduct subrecipient monitoring focused on compliance with the subrecipient agreement programmatic rules, eligibility requirements as well as performance of subrecipient monitoring on grantees/beneficiaries of the program.

Fees

The purpose of this Second Amendment is to add \$900,000 to the Original SOW not to exceed amount of \$1,000,000 for a revised total not to exceed amount of \$1,900,000 for services performed between November 9, 2021 and December 31, 2024. For the below amendment in this Second Amendment, the term “rate card” refers to the rate card in the Original SOW, dated November 11, 2021.

The Original SOW language “The estimated initial fees begin in November 9, 2021 and extend through May 2022. Based on the ARPA program, we would expect the engagement period to be through December 2024. The fees associated with requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$1,000,000 (one million dollars) unless prior approval by the Kane County Board” is amended to “The estimated fees begin in November 9, 2021 and extend through December 2024. The fees associated with requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$1,900,000 (one million nine hundred thousand dollars) unless prior approval by the Kane County Board.”

EXHIBIT B

In witness whereof, the parties have executed this Amendment as of the date set forth above.

Ernst & Young LLP

By: _____
Gary Burke
Partner

County of Kane

By: _____
Name:
Title:

Fourth Amendment to Statement of Work

This amendment, dated June 11, 2024 (this "Fourth Amendment") amends the Statement of Work, dated, November 11, 2021, as amended by the Second Amendment and Third Amendment (the "Amended SOW" and as modified by this Fourth Amendment, the "SOW"), between Ernst & Young LLP ("we" or "EY") and the County of Kane ("you" or "Client") related to the provision of advisory services in connection with your request for professional management services for Federal recovery funding including American Rescue Plan Act ("ARP") funding. Capitalized terms used, but not otherwise defined, in this Fourth Amendment shall have the respective meanings ascribed to them in the Amended SOW and identical terms defined in this Fourth Amendment and in the Amended SOW shall have the respective meanings ascribed to them herein. The Amended SOW was executed pursuant to the agreement, dated November 11, 2021, between EY and the County of Kane.

The purpose of this Fourth Amendment is to add \$220,000 (two hundred twenty thousand dollars) to the Amended SOW not to exceed amount of \$2,982,034 (two million nine hundred and eighty-two thousand thirty-four dollars) for a revised total not to exceed amount of \$3,202,034 (three million two hundred two thousand thirty-four dollars) for services performed between November 9, 2021 and April 30, 2027. For the below amendment in this Fourth Amendment, the term "rate card" refers to the rate card in the Original SOW, dated November 11, 2021.

Except as modified by this Fourth Amendment, all terms and conditions of the Original SOW shall continue in full force and effect and be unaffected by this Fourth Amendment.

Fees

Under this section, the Amended SOW language "The estimated initial fees begin in November 9, 2021 and extend through April 30, 2027. The fees associated with the requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$2,982,034 (two million nine hundred and eighty-two thousand thirty-four dollars) unless prior approval by the Kane County Board" is amended to "The estimated initial fees begin in November 9, 2021 and extend through April 30, 2027. The fees associated with the requested services will be incurred and billed based on the above rate card with a total amount not to exceed \$3,202,034 (three million two hundred two thousand thirty-four dollars) unless prior approval by the Kane County Board"

In witness whereof, the parties have executed this Fourth Amendment as of the date set forth above.

Ernst & Young LLP

By: _____

County of Kane

By: _____

EXHIBIT D

Name:
Title: