



# 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

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**Wednesday, May 29, 2024**

**10:30 AM**

**County Board Room**

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1. **Call To Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Approval of Minutes: April 24, 2024**
5. **Public Comment (Agenda Items)**
6. **Public Comment (Non-Agenda Items)**
7. **Discussion Items:**
  - A. ARP Committee Reports
  - B. Other Committee Reports (not included)
8. **New Business**
  - A. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Building Toward the Future Project for Public Action to Deliver Shelter (PADS) of Elgin
  - B. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Community Mental Health Funding Bridge Project for Elgin Township and the Elgin Township Community Mental Health Board
  - C. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund 2023 HVAC Improvements at the County Clerk's Office for the Kane County Building Management Department
  - D. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund HVAC Improvements at Court Services for the Kane County Building Management Department
  - E. **Resolution:** Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment Fund 356 to General Fund 001 to Capital Projects Fund 500 to Fund Exterior Envelope Pipe Chase Improvement at the Kane County Jail For the Kane County Building Management Department

- F. **Resolution:** Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment Fund 356 to General Fund 001 to Capital Projects Fund 500 to Fund ADA Accessible Ramp at the Adult Justice Center for the Kane County Building Management Department
  - G. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Sally Port HVAC System Improvements at the Kane County Jail for the Kane County Building Management Department
  - H. **Resolution:** Amending Resolution 23-497 Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Addressing Behavioral Health Needs of Kane County Residents for the Kane County Health Department
  - I. **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
  - J. **Resolution:** Establishing the Transfer of American Rescue Plan Act Grant Staff Management and Functions from the County Board Office to the Finance Department
- 9. **Old Business**
  - 10. **Executive Session (if needed)**
  - 11. **Adjournment**

STATE OF ILLINOIS )

COUNTY OF KANE )

SS.

**REPORT NO. TMP-24-2403**

**ARP COMMITTEE REPORTS**

## Summary of Program Information

Summary	
Funding Remaining	
Total ARPA Award	\$ 103,413,041
Total Allocated	100,034,732
Remaining Unallocated	3,378,309
Remaining Revenue Replacement as of 3/31/24	7,151,095
Remaining Funding to Allocate to Projects	<u>\$ 10,529,404</u>
Resolution Pipeline	
Total Allocated	\$ 100,034,732
Allocated and Resolved	100,034,732
Remaining Allocated to be Resolved	<u>\$ -</u>

Breakdown by Project Totals			
Project Type	Count of Projects	Allocated	Resolved
External Grants	15	\$ 16,337,140	\$ 16,337,140
Government Activities	37	\$ 64,375,285	\$ 64,375,285
Professional Services	7	\$ 19,322,307	\$ 19,322,307
<b>Total</b>	<b>59</b>	<b>\$ 100,034,732</b>	<b>\$ 100,034,732</b>

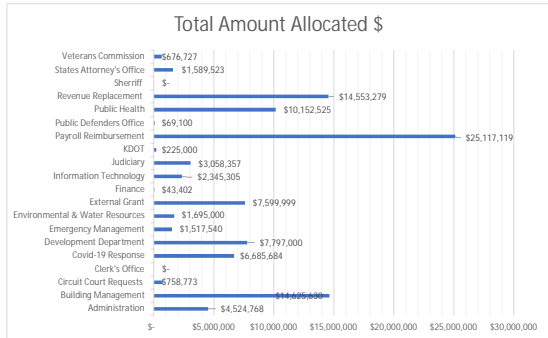
Breakdown by Expenditure Category Totals			
Expenditure Category	Count of Projects	Allocated	Resolved
EC1: Public Health	23	\$ 22,007,839	\$ 22,007,839
EC2: Negative Economic Impacts	11	\$ 13,776,266	\$ 13,776,266
EC3: Public Sector Capacity	15	\$ 42,689,177	\$ 42,689,177
EC4: Premium Pay	-	\$ -	\$ -
EC5: Infrastructure	4	\$ 2,440,000	\$ 2,440,000
EC6: Revenue Replacement	1	\$ 14,553,279	\$ 14,553,279
EC7: Administrative	5	\$ 4,568,171	\$ 4,568,171

EC8: Natural Disasters	-	\$ -	\$ -
Assessment in Progress	-	\$ -	\$ -
Totals	59	\$ 100,034,732	\$ 100,034,732

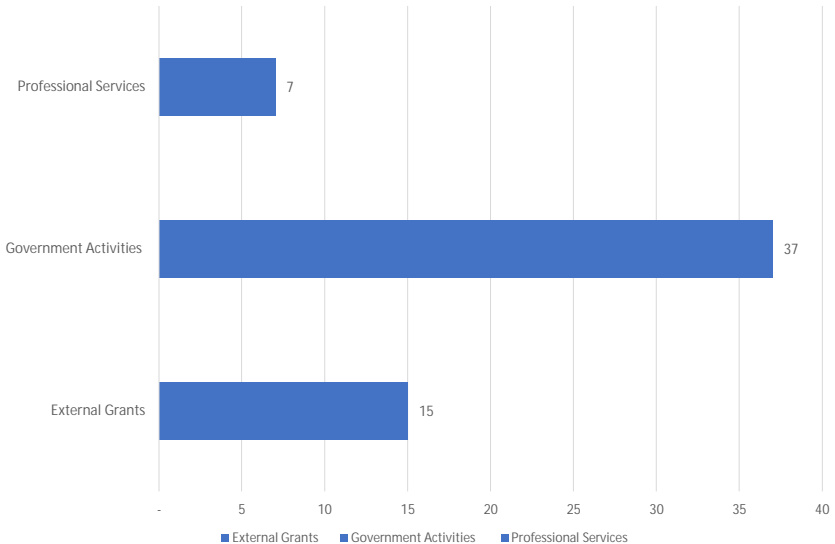
Definitions	
Allocated	The County has a plan for the funding, it could be in the assessment stage, resolved, or formally obligated.
Resolved	The County has passed a resolution authorizing the project and use of funds.
Obligated	The County has passed a resolution authorizing the project and use of funds, 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 Allocated \$
Administration	\$ 4,524,768
Building Management	\$ 14,625,630
Circuit Court Requests	\$ 758,773
Clerk's Office	\$ -
Covid-19 Response	\$ 6,685,684
Development Department	\$ 7,797,000
Emergency Management	\$ 1,517,540
Environmental & Water Resources	\$ 1,695,000
External Grant	\$ 7,599,999
Finance	\$ 43,402
Information Technology	\$ 2,345,305
Judiciary	\$ 3,058,357
KDOT	\$ 225,000
Payroll Reimbursement	\$ 25,117,119
Public Defenders Office	\$ 69,100
Public Health	\$ 10,152,525
Revenue Replacement	\$ 14,553,279
Sherriff	\$ -
States Attorney's Office	\$ 1,589,523
Veterans Commission	\$ 676,727

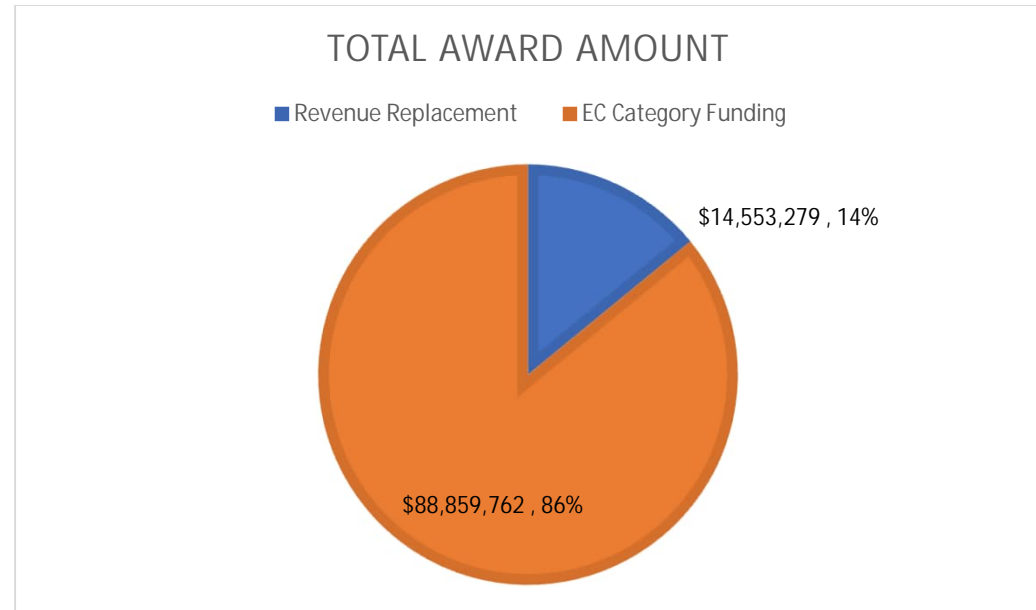
<b>Total Allocated</b>	<b>\$ 103,034,732</b>
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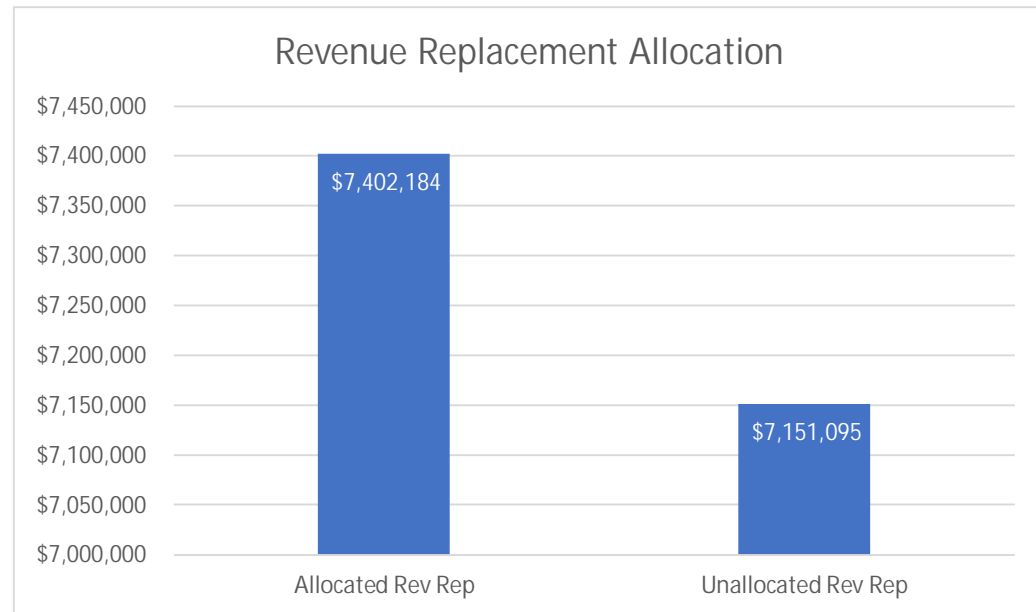
## Distribution of Projects by Count



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

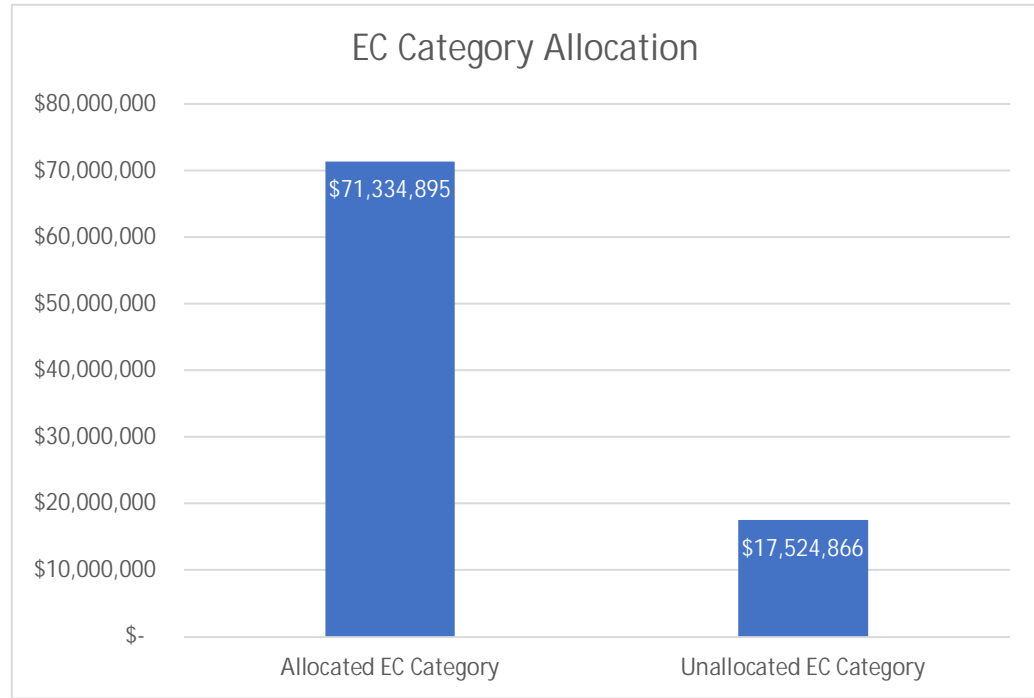


Total Revenue Replacement	\$ 14,553,279
Allocated Rev Rep	\$ 7,402,184
Unallocated Rev Rep	\$ 7,151,095





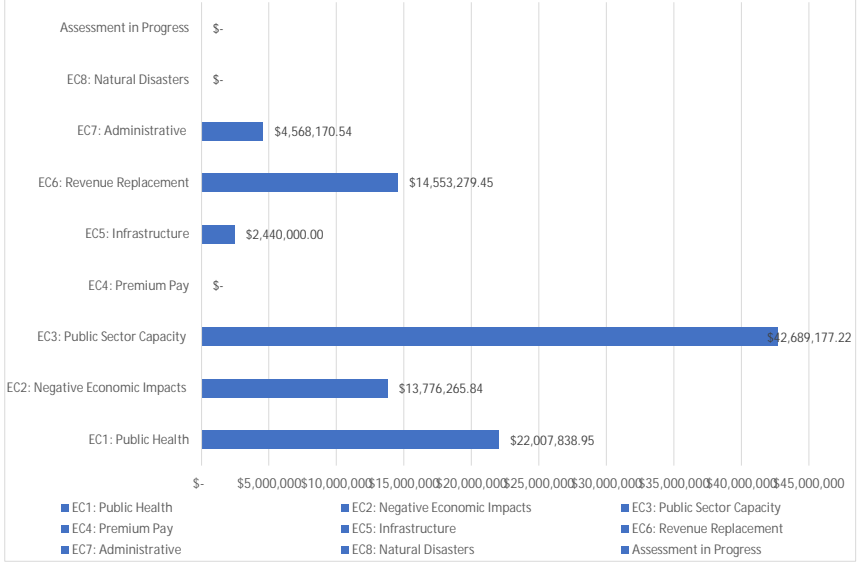
Total EC Category Funding	\$ 88,859,762
Allocated EC Category	\$ 71,334,895
Unallocated EC Category	\$ 17,524,866



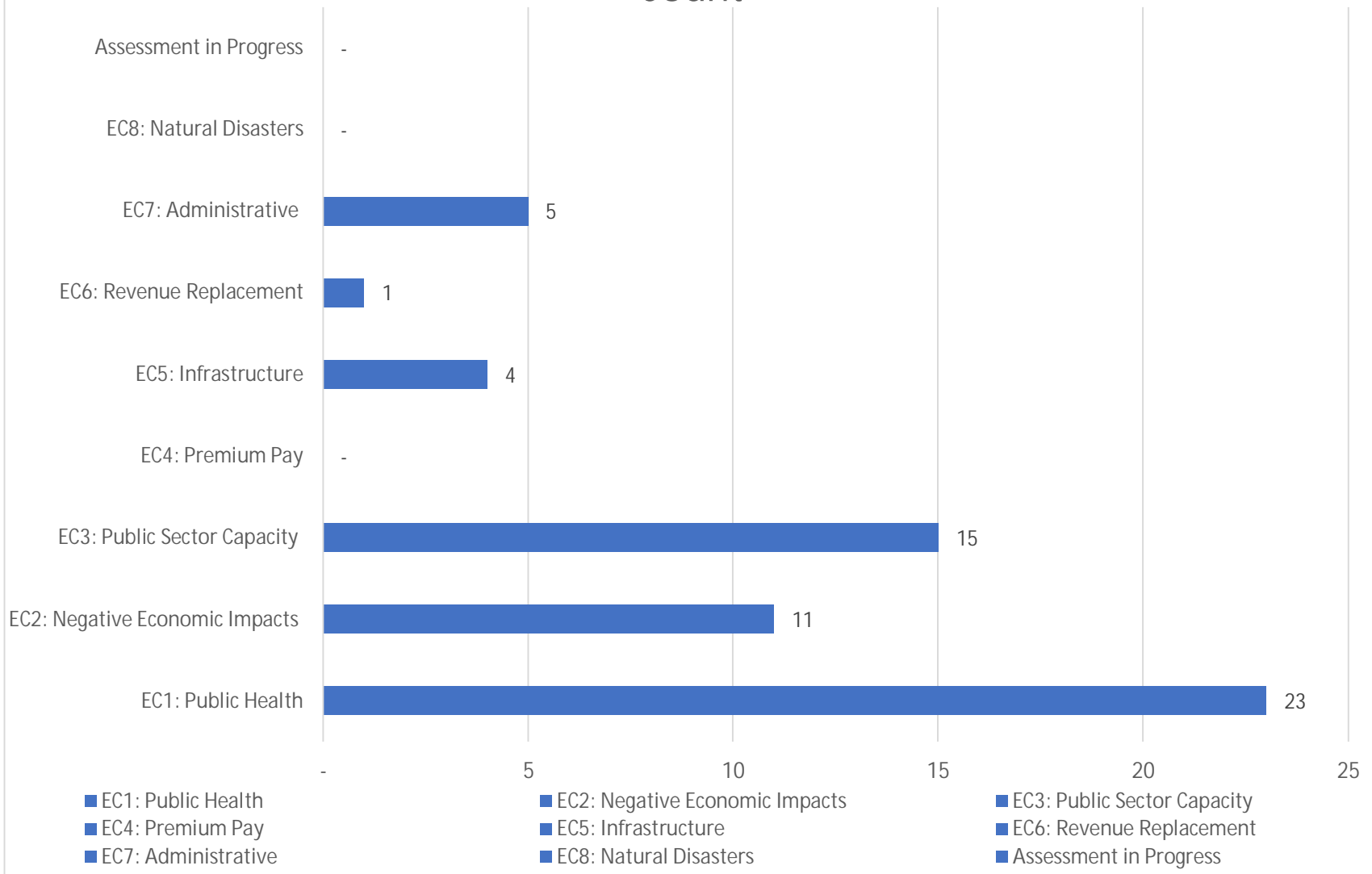
## Expected Expenditure by Type



## Resolved and Proposed Projects by Expenditure Category



## Resolved and Proposed Projects by Expenditure Category by Count



## CSGP Summary Information

Section 1 - Overall Program Metrics and Key Program Dates						
	Mental Health I	Mental Health II	Food Pantry	Shelters	Total	
Number of Grantees	6	24	12	4	46	
Amounts of Grants	\$ 2,000,000	\$ 1,000,000	\$ 250,000	\$ 750,000	\$ 4,000,000	
Average Amount of Grant	\$ 333,333	\$ 41,667	\$ 20,833	\$ 187,500	\$ 86,957	
Amount of Submitted Expenses	\$ 1,998,883	\$ 975,762	\$ 249,989	\$ 749,999	\$ 3,974,632	
Percent of Grant total	100%	98%	100%	100%	99%	
Amount Disbursed	\$ 1,829,050	\$ 951,432	\$ 249,989	\$ 749,999	\$ 3,780,469	
Percent of Grant Total	91%	95%	100%	100%	95%	
Remaining Grant Amount	\$ 1,117	\$ 24,238	\$ 11	\$ 1	\$ 25,368	
Percent of Grant total	0%	2%	0%	0%	1%	

Section 2 - Key Program Dates		
Key Date	Tranche 1	Tranche 2
NOFA Published	12/20/2021	12/20/2021
Open Applications	12/21/2021	12/21/2021
Closed Applications	1/31/2022	1/31/2022
Sent Award Notices	2/8/2022	3/22/2022
Contracting Beg.	3/10/2022	4/13/2022
Contracting End	4/1/2022	6/9/2022
Expenses Submission Beg.	4/25/2022	4/27/2022
Expenses Submission End	3/31/2024	3/31/2024
Days Since Submission Beg.	701	699
Days To Submission End	5	5

Section 3 - Reimbursement Metrics						
	Mental Health I	Mental Health II	Food Pantry	Shelters	Total	% of Total
Grantees that Submitted Expenses	6	24	12	4	46	100%
Grantees that have not Submitted Expenses	0	0	0	0	0	0%
Total Grant Reimbursement Submissions	18	39	17	12	86	N/A
Status based on total Grant Reimbursement Submissions						
Expenses Under Review	1	1	-	-	2	4%
Amount Awaiting Grantee Response	-	-	-	-	0	0%
Pending Disbursement	-	-	-	-	0	0%
Disbursed	5	23	12	4	44	96%
Status based on total amount Granted						
Amount of Submitted Expenses	\$ 1,998,883	\$ 975,762	\$ 249,989	\$ 749,999	\$ 3,974,632	99%
Average Amount of Submitted Expenses	\$ 333,147	\$ 40,657	\$ 20,832	\$ 187,500	\$ 38,473	N/A
Average Percent of Total Award Submitted	100%	98%	100%	100%	99%	
Amount in Review	\$ 169,833	\$ 24,330	\$ -	\$ -	\$ 194,163	5%
Amount Awaiting Grantee Response	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Amount Pending Disbursement	\$ -	\$ -	\$ -	\$ -	\$ -	0%
Amount Disbursed	\$ 1,829,050	\$ 951,432	\$ 249,989	\$ 749,999	\$ 3,780,469	95%

Section 4 - Remaining Grant Categories			
Category	Number of Grantee	Percent of Total	Number of Days Pre-Submission
100% of Grant Remaining	0	0%	495
75%-99% of Grant Remaining	0	0%	0
50%-74% of Grant Remaining	1	2%	290
25%-49% of Grant Remaining	0	0%	0
1%-24% of Grant Remaining	3	7%	143
0% of Grant Remaining	42	91%	128

Section 5 - Completed Packet Statistics	
Packets Submitted to Finance	43
Average Number of Pages/Submission	65

Section 6 - Big 6 - Disbursed Funds	
Organization	Total Amount Disbursed
Association for Individual Development	\$ 333,000
Ecker Center for Behavioral Health	\$ 333,333
Family Counseling Service of Aurora	\$ 332,550
Family Service Association of Greater Elgin Area	\$ 333,333
Mutual Ground, Inc.	\$ 333,333
TriCity Family Services	\$ 163,500

## CSGP Summary Information

Section 7 - Process Metrics and Trends								
Month	Expenses			Average Days			Technical Assistance (TA) Provided to Grantees	
	Submitted	Disbursement Paid in Each Month	Days Before Submission	Review including TA	County Processing	Submission to Payment	Avg TA (Days) Encounters	Avg Review Per TA (Day) Encounter
May-22	\$ 90,525	\$ -	24.0	29.5	9.5	39.0	2.5	11.8
Jun-22	\$ 571,829	\$ 35,000	38.1	33.3	11.9	45.3	2.8	11.9
Jul-22	\$ 217,006	\$ 57,784	58.0	24.8	12.3	37.0	2.3	11.0
Aug-22	\$ 266,041	\$ 305,341	62.7	13.3	12.7	26.0	2.0	6.6
Sep-22	\$ 260,530	\$ 729,901	59.2	11.4	8.4	19.8	1.8	6.3
Oct-22	\$ 215,193	\$ 417,682	44.6	3.4	7.6	11.0	0.8	4.3
Nov-22	\$ 55,710	\$ 66,879	90.3	41.3	5.3	46.7	3.7	11.3
Dec-22	\$ 370,593	\$ 252,433	69.3	3.9	9.4	13.3	1.1	3.4
Jan-23	\$ 16,434	\$ 2,271	-	13.0	9.5	22.5	0.0	0.0
Feb-23	\$ 113,344	\$ 73,434	69.0	32.0	5.3	37.3	1.3	24.0
Mar-23	\$ 186,416	\$ 163,730	-	8.7	4.3	13.0	0.7	13.0
Apr-23	\$ 29,412	\$ 82,334	-	17.3	-	17.3	0.0	0.0
May-23	\$ 115,293	\$ 123,335	-	57.0	-	57	0.5	114.0
Jun-23	\$ 21,150	\$ 120,880	290.0	172.0	-	172	2.0	86.0
Jul-23	\$ 87,043	\$ -	159.0	27.5	-	27.5	1.5	0.0
Aug-23	\$ 239,118	\$ -	-	40.2	0.6	40.8	0.4	0.0
Sep-23	\$ 83,069	\$ 93,470	179.0	-	-	0.0	1.0	0.0
Oct-23	\$ 67,766	\$ -	-	34.0	-	34.0	1.0	0.0
Nov-23	\$ -	\$ -	-	-	-	0.0	0.0	0.0
Dec-23	\$ 96,723	\$ 28,968	-	-	-	0.0	0.0	0.0
Jan-24	\$ 321,807	\$ -	-	-	-	0.0	0.0	0.0
Feb-24	\$ 98,677	\$ -	-	-	-	0.0	0.0	0.0
<b>Total</b>	<b>\$ 3,425,001</b>							

## Other External Grants Information

Program Name	Program Amount	Amount Disbursed	Amount Remaining
CASA Kane County Grant	\$ 1,000,000.00	\$ 1,000,000.00	\$ -
TriCity Health Partnership Grant	\$ 100,000.00	\$ 100,000.00	\$ -
Northern Illinois Foodbank Grant	\$ 2,500,000.00	\$ 229,204.01	\$ 2,270,795.99
Veterans' Service Organization Grants	\$ 676,726.86	\$ 664,775.91	\$ 11,950.95

Award Information by Recipient All External Grants											
Program Name	Subrecipient	Status of Last Submission	Award Amount	# of Submission Requests	Total Expenses Submitted	Expenses Under Review	Expenses Awaiting Info	Pending Disbursement	Amount Disbursed	Remaining Award Amount from Submitted Expenses	Review Submissions for Completion
<b>Tranche I Mental Health</b>											
Community Support Grant Program	Association for Individual Development	Fully Disbursed	333,333.00	4	333,000.00	-	-	-	333,000.00	-	EY
Community Support Grant Program	Ecker Center for Behavioral Health	Fully Disbursed	333,333.00	3	333,333.33	-	-	-	333,333.33	-	PM
Community Support Grant Program	Family Counseling Service of Aurora	Partially Disbursed	333,333.00	EXCEPTION	332,549.90	-	-	-	332,549.90	783.10	PM
Community Support Grant Program	Family Service Association of Greater Elgin Area	Fully Disbursed	333,333.00	4	333,333.33	-	-	-	333,333.33	-	EY
Community Support Grant Program	Mutual Ground, Inc.	Fully Disbursed	333,333.00	4	333,333.33	-	-	-	333,333.33	-	PM
Community Support Grant Program	TriCity Family Services	L1 Review	333,333.00	3	333,333.33	169,833.33	-	-	163,500.00	-	EY
<b>Tranche II Mental Health</b>											
Community Support Grant Program	African American Men of Unity (AAMOU)	Fully Disbursed	20,014.00	4	20,014.00	-	-	-	20,014.00	-	PM
Community Support Grant Program	Aunt Martha's Health and Wellness, Inc.	Fully Disbursed	73,701.00	3	73,701.00	-	-	-	73,701.00	-	PM
Community Support Grant Program	Changing Children's Worlds Foundation	Fully Disbursed	30,386.00	1	30,386.00	-	-	-	30,386.00	-	EY
Community Support Grant Program	Diocese of Rockford Social Services dba Catholic Charities	Partially Disbursed	31,288.00	2	30,167.53	-	-	-	30,167.53	1,120.47	PM

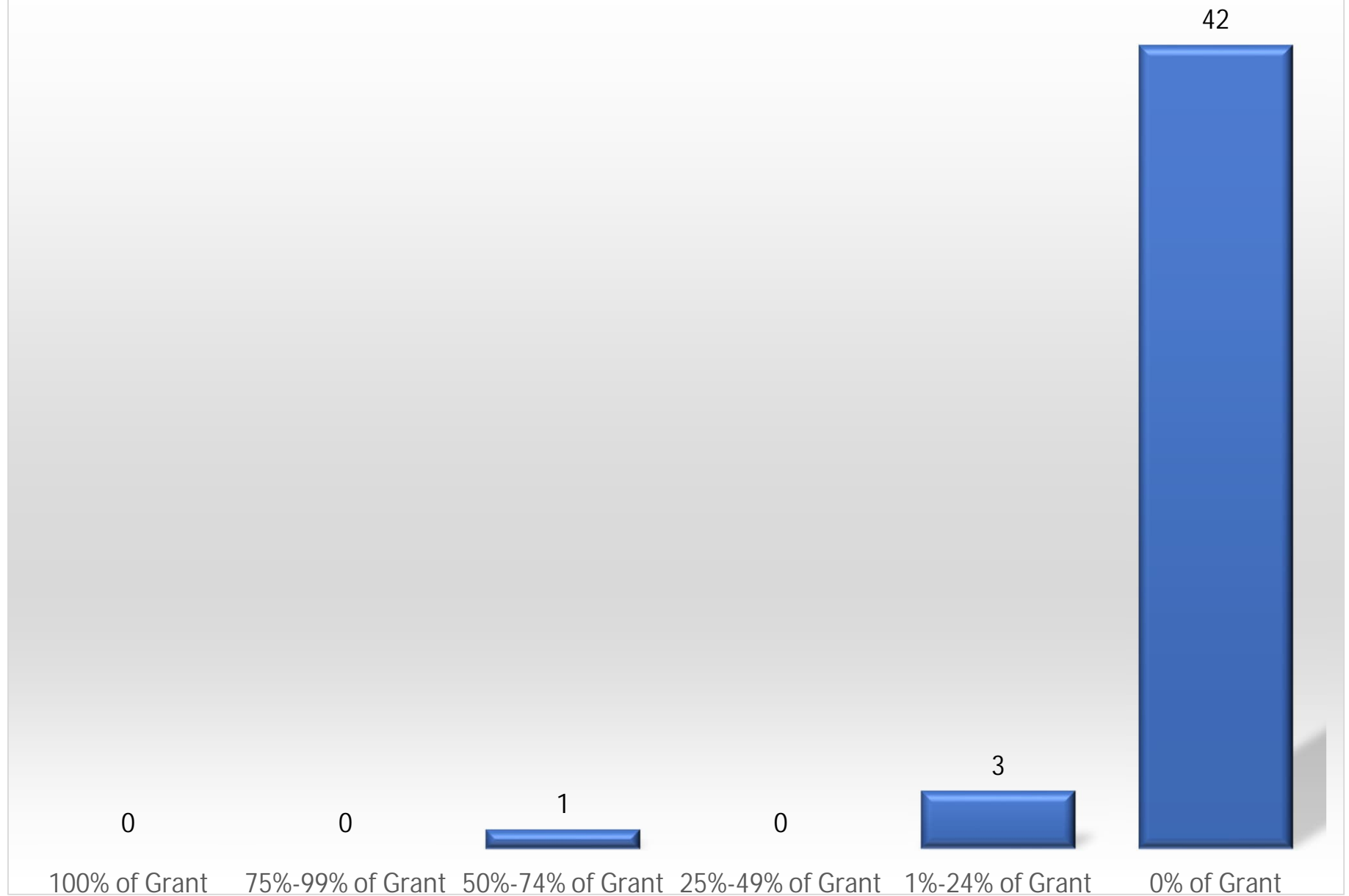


Community Support Grant Program	Easterseals DuPage & Fox Valley	Fully Disbursed	53,156.00	1	53,156.00	-	-	-	53,156.00	-	EY
Community Support Grant Program	Elderday Center Inc.	Fully Disbursed	41,784.00	1	41,784.00	-	-	-	41,784.00	-	EY
Community Support Grant Program	Fox Valley Hands of Hope (FVHH)	Fully Disbursed	43,685.00	1	43,685.00	-	-	-	43,685.00	-	EY
Community Support Grant Program	Fox Valley Special Recreation Foundation	Fully Disbursed	34,807.00	1	34,807.00	-	-	-	34,807.00	-	EY
Community Support Grant Program	Friends of the Kane County Child Advocacy Center	Partially Disbursed	44,098.00	1	21,150.00	-	-	-	21,150.00	22,948.00	PM
Community Support Grant Program	Gateway Foundation Inc.	Fully Disbursed	59,371.00	1	59,731.00	-	-	-	59,731.00	-	PM
Community Support Grant Program	Kairos Counseling Center, Inc.	Fully Disbursed	32,793.00	1	32,793.00	-	-	-	32,793.00	-	EY
Community Support Grant Program	Lighthouse Foundation	Fully Disbursed	40,544.00	1	40,544.00	-	-	-	40,544.00	-	EY
Community Support Grant Program	National Alliance on Mental Illness	Fully Disbursed	68,650.00	2	68,650.00	-	-	-	68,650.00	-	EY
Community Support Grant Program	Open Door Health Center of Illinois	Fully Disbursed	25,786.00	4	25,786.54	-	-	-	25,786.54	-	EY
Community Support Grant Program	RITAS Ministry	Fully Disbursed	41,454.00	1	41,454.00	-	-	-	41,454.00	-	EY
Community Support Grant Program	Senior Services Associates, Inc.	Fully Disbursed	49,635.00	1	49,635.00	-	-	-	49,635.00	-	PM
Community Support Grant Program	Simply Destinee	Fully Disbursed	32,411.00	1	32,411.00	-	-	-	32,411.00	-	EY
Community Support Grant Program	Society of St. Vincent De Paul Council of Rockford Diocese	Fully Disbursed	29,353.00	2	29,353.00	-	-	-	29,353.00	-	EY

Community Support Grant Program	Suicide Prevention Services	Fully Disbursed	51,254.00	1	51,254.00	-	-	-	51,254.00	-	EY
Community Support Grant Program	Talented Tenth Social Services, Inc.	Fully Disbursed	50,634.00	4	50,634.00	-	-	-	50,634.00	-	PM
Community Support Grant Program	The Joshua Tree Community	Fully Disbursed	21,958.00	1	21,958.00	-	-	-	21,958.00	-	EY
Community Support Grant Program	The Kaneland Foundation	Fully Disbursed	16,000.00	1	16,000.00	-	-	-	16,000.00	-	EY
Community Support Grant Program	VNA Health Care	Fully Disbursed	76,280.00	1	76,280.00	-	-	-	76,280.00	-	PM
Community Support Grant Program	YWCA Metropolitan Chicago	L1 Review	30,958.00	2	30,427.54	24,329.76	-	-	6,097.78	530.46	PM
<b>Tranche II Homeless Shelters</b>											
Community Support Grant Program	Community Crisis Center, Inc.	Fully Disbursed	108,781.00	4	108,781.00	-	-	-	108,781.00	-	PM
Community Support Grant Program	Lazarus House	Fully Disbursed	188,326.00	2	188,326.00	-	-	-	188,326.00	-	EY
Community Support Grant Program	PADS of Elgin, Inc.	Fully Disbursed	190,971.00	3	190,971.00	-	-	-	190,971.00	-	EY
Community Support Grant Program	Public Action to Deliver Shelter, Inc. d/b/a Hesed House	Fully Disbursed	261,921.00	3	261,921.00	-	-	-	261,921.00	-	PM
<b>Tranche II Food Pantries</b>											
Community Support Grant Program	Aurora Area Interfaith Food Pantry	Fully Disbursed	31,446.00	1	31,446.00	-	-	-	31,446.00	-	EY
Community Support Grant Program	Batavia Interfaith Food Pantry & Clothes Closet	Fully Disbursed	8,438.00	1	8,438.00	-	-	-	8,438.00	-	EY
Community Support Grant Program	Between Friends Food Pantry of Sugar Grove	Fully Disbursed	8,479.00	1	8,479.00	-	-	-	8,479.00	-	EY
Community Support Grant Program	Centro de Informacion	Fully Disbursed	16,488.00	2	16,488.00	-	-	-	16,488.00	-	PM

Community Support Grant Program	D300 Food Pantry	Fully Disbursed	12,132.00	1	12,120.63	-	-	-	12,120.63	-	EY
Community Support Grant Program	F.I.S.H. Food Pantry	Fully Disbursed	17,273.00	2	17,273.00	-	-	-	17,273.00	-	EY
Community Support Grant Program	Food for Greater Elgin	Fully Disbursed	40,455.00	1	40,455.00	-	-	-	40,455.00	-	EY
Community Support Grant Program	Holy Angels Food Pantry	Fully Disbursed	12,281.00	1	12,281.00	-	-	-	12,281.00	-	EY
Community Support Grant Program	Marie Wilkinson Food Pantry	Fully Disbursed	17,562.00	1	17,562.00	-	-	-	17,562.00	-	EY
Community Support Grant Program	Northern Illinois Food Bank	Fully Disbursed	68,430.00	4	68,430.00	-	-	-	68,430.00	-	EY
Community Support Grant Program	Saint Charles Episcopal Church - Food Ministries	Fully Disbursed	4,702.00	1	4,702.00	-	-	-	4,702.00	-	EY
Community Support Grant Program	The Salvation Army Tri-City Corps	Fully Disbursed	12,314.00	1	12,314.00	-	-	-	12,314.00	-	EY
<b>Other External Grants</b>											
CASA Kane County Grant	CASA Kane County	Fully Disbursed	1,000,000.00	4	1,000,000.00	-	-	-	1,000,000.00	-	PM
TriCity Health Partnership Grant	TriCity Health Partnership	Fully Disbursed	100,000.00	1	100,000.00	-	-	-	100,000.00	-	EY
Northern Illinois Foodbank Grant	Northern Illinois Foodbank	Partially Disbursed	2,500,000.00	6	229,204.01	-	-	-	229,204.01	2,270,795.99	PM
Veterans' Service Organization Grants	11 Organizations	Expenses Under Review	676,726.86	11	664,775.91	-	-	-	664,775.91	11,950.95	PM

## % of Grant Remaining by Count of Subrecipients



STATE OF ILLINOIS )

SS.

COUNTY OF KANE )

**REPORT NO. TMP-24-2404**

**OTHER COMMITTEE REPORTS (NOT INCLUDED)**



WHEREAS, PADS of Elgin will continue to serve as a steppingstone to assist in housing and working with those unfortunates enough to be experiencing homelessness, and this project will have a wide range of positive effects on the county such as keeping people off the streets; and

WHEREAS, the goal at PADS of Elgin is to help clients find permanent and affordable housing. PADS of Elgin meets clients where they are, and through compassionate case management, provide the necessary resources to get them back on their feet. PADS of Elgin understands the circumstances surrounding homelessness can be compacted, and has Case Managers that can assist with the following: rehabilitation services, job searches, accessing government benefits, education, finding and securing permanent housing and much more; 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 PADS of Elgin's request for SLFRF for \$500,000 (Five Hundred Thousand Dollars) for the purpose of responding to the COVID-19 public emergency and its negative economic impacts by funding rent and utilities costs, 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 \$500,000 (Five Hundred Thousand Dollars) to fund the Building Toward the Future project for PADS of Elgin, 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 use of State and Local Fiscal Recovery Funds, in the amount of \$500,000 (Five Hundred Thousand Dollars), to be used by Public Action to Deliver Shelter (PADS) of Elgin for its Building to the Future 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 Kane County Board Chairman is authorized and directed to execute an agreement (Exhibit B) with Public Action to Deliver Shelter (PADS) of Elgin, to allow for eligible uses of State and Local Fiscal Recovery Funds in the amount of \$500,000 (Five Hundred Thousand Dollars), and in the form attached as an Exhibit A to this Resolution.

NOW, THEREOFRE BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year 2024 Budget:

355.800.668234.55010	External Grants	\$500,000
355.800.668.85000	Allowance for Budget Expense	(\$500,000)

*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 June 11, 2024.

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

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

Vote:





## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Authorizing The Use of State and Local Fiscal Recovery Funds To Fund Building Toward the Future Project For Public Action To Deliver Shelter (PADS) of Elgin

### **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: \$500,000.00
If not budgeted, explain funding source: SLFRF	

### **Summary:**

The American Rescue Plan Committee recommends that the Kane County Board authorize and direct the Kane County Board Chairman to execute an agreement with Public Action to Deliver Shelter (PADS) of Elgin to allow for eligible uses of State and Local Fiscal Recovery Funds in the amount of \$500,000 (Five Hundred Thousand Dollars), and in the form attached as an Exhibit A to this Resolution.

**A Proposed Program Name**  
 Building Toward the Future

**B Proposed Program Summary**  
 PADS of Elgin is a homeless shelter focused on helping those experiencing homelessness get back on their feet to live productive lives. Our project is focused on allowing us to set the groundwork to scale up our capacity to meet the ever-growing needs of our service area.  
 In Kane County, there have been a number of challenges over the last few years with a lack of affordable housing stock and rapid increase in the price of rentals. PADS of Elgin will continue to serve as a steppingstone to assist in housing and working with those unfortunate enough to be experiencing homelessness. This has a wide range of positive effects on the county such as keeping people off the streets.  
 Our goal at PADS of Elgin is to help our clients find permanent and affordable housing. We meet our clients where they are, and through compassionate case management, provide the necessary resources to get them back on their feet. We understand the circumstances surrounding homelessness can be compacted. We have Case Managers that can assist with the following: rehabilitation services, job searches, accessing government benefits, education, finding and securing permanent housing and much more.  
 Total estimated cost of this project is \$500,000.00

**C Proposed Program Risk Considerations and Requirements Summary**  
 Given the nature of the organization, this project may be an allowable use of funds if the county is able to obtain more detailed information on what the nonprofit intends to request funding for.  
 Questions:  
 1) What will the funds be spent on?

**D Program Assessment Details**

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide

<b>D.1</b>	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
<b>D.2</b>	Select SLFRF Expenditure Category	EC2
<b>D.3</b>	SLFRF Expenditure Category Description	2: Negative Economic Impacts
<b>D.4</b>	Select SLFRF Expenditure Subcategory	2.34 Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^
<b>D.5</b>	Additional SLFRF Expenditure Categories for consideration	2.16 Long-term Housing Security: Services for Unhoused Persons*^
<b>D.6</b>	Comments regarding additional SLFRF Expenditure Categories	N/A
<b>D.7</b>	Are the beneficiaries Populations Presumed Eligible?	Yes
<b>D.8</b>	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted
<b>D.9</b>	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Each Applicant
<b>D.10</b>	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
<b>D.11</b>	Is the proposed project an enumerated use?	No
<b>D.12</b>	Does the proposed project include subrecipients/beneficiaries?	Yes
<b>D.13</b>	What is the estimated number of subrecipients/beneficiaries?	1
<b>D.14</b>	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
<b>D.15</b>	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
<b>D.16</b>	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
<b>D.17</b>	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
<b>D.18</b>	Percentage of project estimated to be ARPA SLFRF eligible	100%
<b>D.19</b>	Does the proposed project include capital expenditures	No
<b>D.20</b>	Is the capital expenditure an enumerated use (Select One)	Not Applicable
<b>D.21</b>	Select the appropriate range of expected capital expenditures	Not Applicable
<b>D.22</b>	Is a Written Justification Required	Not Applicable
<b>D.23</b>	Does the project include required programmatic data	Yes
<b>D.24</b>	Does the application indicate the program is designed to address equitable outcomes?	Yes

**E ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6**

Given the nature of the organization, this project may be an allowable use of funds if the county is able to obtain more detailed information on what the nonprofit intends to request funding for.

**2.34 Aid to Impacted Nonprofits**

- "The interim final rule provided for, and the final rule maintains, the ability for recipients to provide direct assistance to nonprofits that experienced public health or negative economic impacts of the pandemic. Specifically, recipients may provide direct assistance to nonprofits if the nonprofit has experienced a public health or negative economic impact as a result of the pandemic. For example, if a nonprofit organization experienced impacts like decreased revenues or increased costs (e.g., through reduced contributions or uncompensated increases in service need), and a recipient provides funds to address that impact, then it is providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603. Direct assistance may take the form of loans, grants, in kind assistance, technical assistance, or other services that respond to the negative economic impacts of the COVID-19 public health emergency. " (2022 Final Rule pg. 4380)

**2.16 Long-term Housing Security: Services for Unhoused Persons**

- "Under the interim final rule, recipients may use SLFRF funds to provide a set of housing services to communities that have been disproportionately impacted by the pandemic. Specifically, the interim final rule provided that programs or services that address housing insecurity, lack of affordable housing, or homelessness, were responsive to the negative economic impacts of the pandemic when provided to disproportionately impacted households and communities. The enumerated uses included supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless and development of affordable housing to increase supply of affordable and high-quality living units." (2022 Final Rule pg. 4365)

**F** ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"

**F.1** Designating a Public Health Impact

n/a

**F.1a** **Guidance:** See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.

**F.2** Designating a Negative Economic Impact

**F.2a** **Guidance:** See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.

**F.3** Description of how proposed program addresses/responds to harm and is reasonable

**F.3a** **Guidance:** See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

<b>F.4</b>	<b>Assessment of whether identified industry is eligible</b> n/a
<b>F.4a</b>	<p><b>Guidance:</b> See Final Rule, 87 Fed Reg 4382. Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient’s identified industry and the national Leisure &amp; Hospitality sector in the three months before the pandemic’s most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).</p> <p>If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies</p>

<b>G</b>	<b>Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"</b>
<b>G.1</b>	<b>1. Description of harm or need to be addressed</b> n/a
<b>G.1a</b>	<p><b>Guidance:</b> See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.</p>
<b>G.2</b>	<b>2. Explanation of why a capital expenditure is appropriate</b> n/a
<b>G.2a</b>	<p><b>Guidance:</b> See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.</p>

**3. Comparison of the proposed capital expenditure against alternative capital expenditures**

**G.3** a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

n/a

**G.3a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

**G.4** b. A comparison of the expected total cost of the capital expenditures

n/a

**G.4a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

**H** **Equitable Outcomes - Complete if item 18 is populated with "Yes".**

**H.1** **Description of equitable outcome goal and how the proposed program expects to achieve this goal**

Our goal at PADS of Elgin is to help our clients find permanent and affordable housing. We meet our clients where they are, and through compassionate case management, provide the necessary resources to get them back on their feet. We understand the circumstances surrounding homelessness can be complex. We have Case Managers that can assist with the following: rehabilitation services, job searches, accessing government benefits, education, finding and securing permanent housing and much more.

**Unique Identifier:** 46142672

**GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND PUBLIC ACTION TO DELIVER SHELTER (PADS) OF ELGIN, INC.**

**THIS AGREEMENT**, is entered into and made effective the date of its final execution (“Effective Date”) by and between the County of Kane (“County”), and PUBLIC ACTION TO DELIVER SHELTER (PADS) OF ELGIN, INC. (“PADS OF ELGIN”), and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to PADS OF ELGIN. The County and PADS OF ELGIN shall sometimes be referred to collectively as the “Parties.”

**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**, the 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)), the 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 the 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 the County due to the COVID-19 public health emergency relative to revenues collected in the most full fiscal year of the 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 the County fails to comply with 42 U.S.C §803(c), the 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**, the purpose of this Agreement will be implemented in accordance with **Exhibit A: Program Terms**; and

**WHEREAS**, this Agreement is intended to distribute a portion of the County's SLFRF award from the County to PADS OF ELGIN 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 the County and PADS OF ELGIN to implement programming associated with the COVID-19 public health emergency. The following requirements are applicable to all activities undertaken pursuant to this agreement with the portion of the SLFRF that the County intends to distribute to PADS OF ELGIN as grant payments.

- A. 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), guidance issued by the Treasury Department, and all other applicable Federal laws and regulations.
- B. Hold Harmless:** PADS OF ELGIN shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the PADS OF ELGIN's performance or nonperformance of the services or subject matter called for in this Agreement. PADS OF ELGIN agrees to hold the County harmless for any evaluation and/or advice which the County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of the grant funds.
- C. Indemnification:** PADS OF ELGIN shall indemnify the County, its officers, agents, employees, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by PADS OF ELGIN and/or its agents, employees or sub-contractors. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. This indemnification shall include, but is not limited to, instances where the County relied upon the certification of PADS OF ELGIN that such expenses which PADS OF ELGIN sought to have reimbursed from the grant funds were eligible and met all requirements for reimbursement, but where the Office of the Inspector General, or any other Federal person, official, or agency that is charged with the auditing and review of expenditures of the grant funds determines that such expenses and/or reimbursement was not permitted under ARPA. In such instances, PADS OF ELGIN agrees to indemnify, reimburse, and make whole the County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other Federal funds owed to the County, or



otherwise. PADS OF ELGIN further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the Federal government seeking to recoup the expended SLFRF that the County disbursed to PADS OF ELGIN, including interest, attorney's fees, or any penalty provided by law. PADS OF ELGIN shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which PADS OF ELGIN is obligated to indemnify, defend and hold harmless the County under this Agreement. PADS OF ELGIN shall also reimburse the County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of PADS OF ELGIN's use of the grant payments by the Federal government. If the County determines that PADS OF ELGIN has used the grant payments inconsistent with the objectives of PADS OF ELGIN's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if PADS OF ELGIN has not spent the total amount of grant funds by the end of the period of performance, PADS OF ELGIN shall repay the amount identified by the County to: County of Kane.

- D. Misrepresentations & Noncompliance:** PADS OF ELGIN hereby asserts, certifies and reaffirms that all representations and other information contained in PADS OF ELGIN's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of PADS OF ELGIN's knowledge. PADS OF ELGIN acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. PADS OF ELGIN shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of PADS OF ELGIN representation(s) or information untrue or incorrect or otherwise impair PADS OF ELGIN's ability to fulfill PADS OF ELGIN's obligations under this Agreement.
- E. Workers' Compensation:** PADS OF ELGIN shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.
- F. Insurance:** PADS OF ELGIN shall carry sufficient insurance coverage to protect any grant funds provided to PADS OF ELGIN under this Agreement from loss due to theft, fraud and/or undue physical damage. PADS OF ELGIN's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, PADS OF ELGIN shall provide a Certificate of Insurance satisfactory to the requirement of the County. If PADS OF ELGIN is self-insured, then PADS OF ELGIN 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 both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. The 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, such modifications will be incorporated only by written amendment signed by both 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. PADS OF ELGIN agrees to adhere to any amendments to ARPA or any related Federal laws or regulations.

**H. Suspension or Termination:** The County may suspend or terminate this Agreement upon written notice if PADS OF ELGIN 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 PADS OF ELGIN to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to PADS OF ELGIN under this Agreement; or
- Submission by PADS OF ELGIN to the 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:** PADS OF ELGIN 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 PADS OF ELGIN 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](http://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:** Where applicable, PADS OF ELGIN 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 September 30, 2026, unless terminated pursuant to this Agreement. Any grant funds that are not expended by PADS OF ELGIN at the end of the period of performance for this Agreement shall be returned to the County within 30 (thirty) days. The County is not obligated to provide PADS OF ELGIN with payment or reimbursements for expenses beyond the Budget Period. PADS OF ELGIN may submit a request for extension in writing to the County, which must be approved by the Kane County Board prior to the end of the period of performance.
- N. Eligible Expenses:** PADS OF ELGIN shall spend funds on allowable costs, as described below. PADS OF ELGIN shall spend funds in accordance ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF, and where applicable, with 2 CFR Part 200. For the purposes of this agreement, PADS OF ELGIN is authorized to spend the grant funds only for the purposes set forth in **Exhibit A**, which is incorporated herein by reference. **Exhibit A** contains a description of the components of PADS OF ELGIN's program and the eligible uses of grant funds. PADS OF ELGIN agrees that the sole and exclusive decision as to whether or not PADS OF ELGIN's use of the grant funds is approved lies within the discretion of the County. PADS OF ELGIN acknowledges and agrees that the County may deny the use of grant funds which, in the discretion of the County, is not a permitted use of SLFRF under APRA, the Final Rule, and any current and future guidance issued by the Treasury Department. The County's approval of this agreement does not guarantee that PADS OF ELGIN's use of the grant funds will ultimately be approved by the 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 the County.

- O. Payments:** The sole source of grant payments under this Agreement shall be from the County's SLFRF. The County shall not be obligated to fund PADS OF ELGIN from any other source. The County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. Where applicable, PADS OF ELGIN will submit financial reports to support the payment schedule per the terms in **Exhibit A**. PADS OF ELGIN shall not use grant funds 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:** PADS OF ELGIN shall maintain all financial records and supporting documents, and all other records relevant to this Agreement for five (5) years after all SLFRF have been expended or returned to the Treasury Department by the County. PADS OF ELGIN agrees to cooperate with the County and will ensure that it maintains such records to allow the County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order.
- Q. Internal Controls:** PADS OF ELGIN must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by the County, PADS OF ELGIN will provide reasonable assurance that PADS OF ELGIN is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.
- R. Specific Conditions:** Where applicable, PADS OF ELGIN will comply with any and all specific conditions established by the County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.
- S. Monitoring:** Where circumstances require the County to conduct monitoring consistent with 2 CFR Part 200, PADS OF ELGIN shall participate in monitoring activities at the request of the County, which may include but are not limited to, timely submitting all financial and performance reports, and supplying, upon the County's request, documents and information relevant to this Agreement. Where applicable, PADS OF ELGIN must monitor its activities to assure compliance with applicable State and Federal requirements and the terms and conditions of the County's SLFRF award, and to assure its performance expectations are being achieved. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by PADS OF ELGIN with the Agreement terms.
- T. Reporting Procedures:** Per Exhibit A, PADS OF ELGIN agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which PADS OF ELGIN has used the grant funds under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to a reimbursement requests. The County may also request that PADS OF ELGIN comply 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 PADS OF ELGIN.

- U. **FOIA:** PADS OF ELGIN acknowledges that the County is a public body and agrees to participate with the County in responding to any requests for information that the County receives related to the SLFRF funds pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.* (West 2022)). PADS OF ELGIN shall provide any documents requested by the County in a timely fashion to allow the 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. PADS OF ELGIN agrees to keep the 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

PADS OF ELGIN:

## 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

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

## IV. CERTIFICATION

PADS OF ELGIN certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. PADS OF ELGIN 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. PADS OF ELGIN understands 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. PADS OF ELGIN will comply with, and is 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 September 30,

2026 Budget Period: The timeframe for spending is from March 3, 2021, through

August 31, 2026 Award Amount: Total obligation under this Agreement is \$500,000

Contact for Program: Submit inquiries and questions to [KaneARPA@co.kane.il.us](mailto: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 PADS OF ELGIN. This Agreement is subject to availability of funds under ARPA. The County has no legal requirement to provide funding to PADS OF ELGIN.

**VII. SIGNATURE AUTHORITY**

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of PADS OF ELGIN. 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 PADS OF ELGIN must be attached to the Agreement for review by Kane County. The following signatory on behalf of the 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.

PADS OF ELGIN:

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:** PADS OF ELGIN is a homeless shelter in Kane County that focuses on helping those experiencing homelessness get back on their feet to live productive lives. In Kane County, there has been a number of challenges over the years with a lack of affordable housing stock and rapid increase in the price of rentals. The goal at PADS OF ELGIN is to help its clients find permanent and affordable housing by meeting its clients where they are, and through case management. PADS OF ELGIN provides resources to support clients, as case managers assist with the following: rehabilitation services, job searches, accessing government benefits, education, finding and securing permanent housing.
2. **Purpose of Award:** To provide financial assistance to PADS OF ELGIN, a nonprofit organization in Kane County that experienced negative economic impacts due to the COVID-19 pandemic. Under regulations adopted by the Treasury Department, State and Local Fiscal Recovery Funds may be used to provide assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance. PADS OF ELGIN had indicated that it experienced financial hardship and negative impacts from the COVID-19 public health emergency in the following ways: (a) declines in revenue because of a lack of typical fundraising events; (b) increased operational costs; and (c) impacted ability to rely upon volunteers for service, increasing staffing costs.
3. **Eligible Costs:** PADS OF ELGIN shall only spend the grant funds to respond to the COVID-19 public health emergency and its negative economic impacts. Consistent with that eligible use, PADS OF ELGIN is authorized to use \$500,000 (Five Hundred Thousand Dollars) of the County's State and Local Fiscal Recovery Funds for the following eligible expense types incurred from March 3, 2021, until August 31, 2026, in the following categories:
  - a. Rent payments at locations where PADS OF ELGIN is serving Kane County clients.
  - b. Utility payments at locations where PADS OF ELGIN is serving Kane County Clients. Eligible costs under this category include electric, water, sewer, gas, telephone, waste, internet, cable.
  - c. Operational expenses, including payroll for administrative staff and shelter care coordinators, and maintenance (repairs and upkeep) at locations where PADS OF ELGIN is serving Kane County clients.
  - d. Costs associated with mitigating declines in revenue that PADS OF ELGIN experienced because of the COVID-19 public health emergency.

The County maintains sole and exclusive decision over whether costs submitted by PADS OF ELGIN are eligible for reimbursement or payment under this Agreement.

4. **Performance Measures:** Not applicable.
5. **Required Reporting:**
  - a. Programmatic reports: If requested by the County, PADS OF ELGIN 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 the PADS OF ELGIN's implementation of the Program or use of the grant funds.

- b. Financial reports: If requested by the County, PADS OF ELGIN 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 PADS OF ELGIN's implementation of the Program or use of the grant funds. Financial reports shall describe the expenditures related to this Agreement. PADS OF ELGIN'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: PADS OF ELGIN 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 by PADS OF ELGIN and such other information as the County deems necessary to facilitate closeout of this Agreement and permit the County to meet all of its obligations and requirements under the same.

**6. Payment:** In accordance with the terms of this agreement, PADS OF ELGIN will submit invoices for expenditures of eligible costs for the County to make direct payments, or provide reimbursement where appropriate. Invoices must be presented to the County each month on a day to be determined by the County. PADS OF ELGIN will submit with each invoice, any forms or other documentation indicating the expenditures that are for eligible costs identified in this Exhibit A.

**Exhibit B: Specific Conditions**

- 1. Per 2 C.F.R. 200.208, PADS OF ELGIN shall comply with the following Specific Conditions under this Agreement:  
Not Applicable.



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 Elgin Township's request for SLFRF for the Community Mental Health Funding Bridge project for the purpose of responding to the COVID-19 public emergency and providing government services 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 \$500,000 (Five Hundred Thousand Dollars) to fund the Community Mental Health Funding Bridge project for Elgin Township and the Elgin Township Community Mental Health Board, 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 use of State and Local Fiscal Recovery Funds in the amount of \$500,000 (Five Hundred Thousand Dollars) to fund the Community Mental Health Funding Bridge project for Elgin Township and the Elgin Township Community Mental Health Board, 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 Kane County Board Chairman is authorized and directed to execute an intergovernmental agreement, in the form attached as an Exhibit to this Resolution, to allow for the funding of eligible uses of the County's State and Local Fiscal Recovery Funds by Elgin Township and the Elgin Township Community Mental Health Board for the Community Mental Health Funding Bridge project, in the amount of \$500,000 (Five Hundred Thousand Dollars).

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year 2024 budget:

355.800.668234.55010	External Grants	\$500,000
355.800.668.85000	Allowance for Budget Expense	(\$500,000)

*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 June 11, 2024.

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Authorizing The Use of State and Local Fiscal Recovery Funds to fund the Community Mental Health Funding Bridge Project for Elgin Townshuip and the Elgin Township Community Mental Health Board

### **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: \$500,000.00
If not budgeted, explain funding source: SLFRF	

### **Summary:**

The American Rescue Plan Committee recommends that the Kane County Board to authorize and direct the Kane County Board Chairman to execute an intergovernmental agreement, in the form attached as Exhibit B to this Resolution, to allow for the funding of eligible uses of the County's State and Local Fiscal Recovery Funds by Elgin Township Community Mental Health Board for the Community Mental Health Funding Bridge project, in the amount of \$500,000 (Five Hundred Thousand Dollars).

**A Proposed Program Name**  
Community Mental Health Funding Bridge

**B Proposed Program Summary**

The purpose of the project is to create temporary bridge funding for community mental health needs. After many hurdles and obstacles that were outside of our control, the Elgin Township 708 Community Mental Health Board (CMHB) completed its statutorily required needs assessment, then the Elgin Township Board levied \$1.4 million for the CMHB Fund; however, since \$40,000 was levied the previous year for the 708 CMHB to perform any initial statutorily required duties before the needs were determined by the assessment, we are now being told that the next Community Mental Health Board levy could be limited by the Kane County Clerk's office. If this is the case, that total of \$42,000 will not be enough to make any meaningful impact. Our local mental health agencies desperately need adequate funding to more completely meet Elgin Township's residents' needs. The Illinois Community Mental Health Act states that levies "are not subject to limitations." Our legislators are currently working on correcting this conflict; however, even though we started working with them on this late last fall, it may not be completed in time to affect funding for this year. Next year, we should be okay. We need to receive the requested funding in 2024 to bridge the gap to next year's funding. The end result - of whatever amount can be awarded - will be Elgin Township's 104,000+ residents' mental health needs for services and programming being better met, and, therefore, an enhancement of the quality life in our area.

Via referendum, voting taxpayers overwhelmingly stated that there is a need for additional Elgin Township property tax-generated funding to provide expanded necessary services for mental health, substance use, and developmental disabilities. As there are societal and financial costs when the needs for these services are unmet, Kane County's Elgin Township, as well as surrounding communities, benefit as a whole when such critical needs in Elgin Township are better addressed, and individual suffering is much more likely to diminish.

The "bridge" funds will address the overwhelming community needs and help our community partners chip away at the long waiting lists of Elgin Township residents who are seeking services for mental health, substance use, and developmental disabilities. This will primarily include increased professional services and programming to help them.

We often hear from our local service agencies about the long waiting lists for services. Increased Township funding will help allow for the expanded provision of direct and indirect services so that as close to "all" (as possible) residents of Elgin Township who are in need of mental health care will be able to receive some level of service and not be excluded because of any inability to pay.

Total estimated cost of this project is \$500,000.00

Questions:

1) Is this funding to support government services, or to give money to community organizations in Elgin?  
A small amount of the received funding will go towards administrative costs and the remaining funds will be used to give money to community organizations.

2) What exactly would the grant cover?  
The Elgin Township Community Mental Health Board proposes using less than 6% toward administrative costs. The remaining 94% would be funneled into the community. Preventive indirect services like providing Mental Health First Aid classes, CEUs to providers, or other community wide trainings are included in the budget, totaling at \$6,200. The remaining \$468,000 would be used to contract for Elgin Township resident services in the areas of mental health, developmental disability, and substance use for low-income, under insured, or uninsured people.

**C Proposed Program Risk Considerations and Requirements Summary**

A grant for nonprofit organizations administered by the Elgin Mental Health Board could be eligible under 2.34 Aid to Impacted Nonprofits. The County would need to establish that the organizations receiving funding were negatively impacted by the pandemic. The County should also consider specifying what types of activities can be covered by the grant.

**D Program Assessment Details**

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide

<b>D.1</b>	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
<b>D.2</b>	Select SLFRF Expenditure Category	EC2
<b>D.3</b>	SLFRF Expenditure Category Description	2: Negative Economic Impacts
<b>D.4</b>	Select SLFRF Expenditure Subcategory	2.34 Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^
<b>D.5</b>	Additional SLFRF Expenditure Categories for consideration	7.2 Transfers to Other Units of Government

D.6	Comments regarding additional SLFRF Expenditure Categories	Funds can be used to support government services
D.7	Are the beneficiaries Populations Presumed Eligible?	Yes
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Each Applicant
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	No
D.12	Does the proposed project include subrecipients/beneficiaries?	Yes
D.13	What is the estimated number of subrecipients/beneficiaries?	7
D.14	Will the County be using a partner/subrecipient to administer the program?	No
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100
D.19	Does the proposed project include capital expenditures	No
D.20	Is the capital expenditure an enumerated use (Select One)	Not Applicable
D.21	Select the appropriate range of expected capital expenditures	Not Applicable
D.22	Is a Written Justification Required	Not Applicable
D.23	Does the project include required programmatic data	Not Applicable
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

<b>E</b>	<p><b>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</b></p> <p>A grant for nonprofit organizations administered by the Elgin Mental Health Board could be eligible under 2.34 Aid to Impacted Nonprofits. The County would need to establish that the organizations receiving funding were negatively impacted by the pandemic. The County should also consider specifying what types of activities can be covered by the grant.</p> <p><b>2.34 Assistance to Impacted Nonprofit Organizations:</b></p> <ul style="list-style-type: none"> <li>• "The interim final rule provided for, and the final rule maintains, the ability for recipients to provide direct assistance to nonprofits that experienced public health or negative economic impacts of the pandemic. Specifically, recipients may provide direct assistance to nonprofits if the nonprofit has experienced a public health or negative economic impact as a result of the pandemic. For example, if a nonprofit organization experienced impacts like decreased revenues or increased costs (e.g., through reduced contributions or uncompensated increases in service need), and a recipient provides funds to address that impact, then it is providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603. Direct assistance may take the form of loans, grants, in-kind assistance, technical assistance, or other services that respond to the negative economic impacts of the COVID-19 public health emergency. A recipient may identify a negative economic impact experienced by a nonprofit, or class of nonprofits, and design and implement a response to that negative economic impact, see section Standards: Designating a Negative Economic Impact. The final rule provides a non-exhaustive list of enumerated eligible uses for assistance to nonprofits that are impacted or disproportionately impacted by the pandemic." (2022 Final Rule pg. 4380)</li> </ul> <p><b>7.2 Transfers to Other Units of Government:</b></p> <ul style="list-style-type: none"> <li>• " The final rule clarifies that, in addition to the entities enumerated in sections 602(c)(3) and 603(c)(3), recipients may transfer SLFRF funds to any entity to carry out as a subrecipient an eligible use of funds by the transferor, as long as they comply with the Award Terms and Conditions and other applicable requirements, including the Uniform Guidance at 2 CFR 200.331-200.333. Eligible subrecipients include, but are not limited to, other units of government (including Tribal governments), nonprofits and other civil society organizations, and private entities." (2022 Final Rule pg. 4434)</li> </ul>
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<b>F</b>	<b>ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"</b>
<b>F.1</b>	<b>Designating a Public Health Impact</b>
n/a	
<b>F.1a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
<b>F.2</b>	<b>Designating a Negative Economic Impact</b>
<b>F.2a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
<b>F.3</b>	<b>Description of how proposed program addresses/responds to harm and is reasonable</b>
<b>F.3a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.



**F.4** **Assessment of whether identified industry is eligible**  
 n/a

**F.4a** **Guidance: See Final Rule, 87 Fed Reg 4382.** Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient’s identified industry and the national Leisure & Hospitality sector in the three months before the pandemic’s most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

**G** **Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"**

**G.1** **1. Description of harm or need to be addressed**  
 n/a

**G.1a** **Guidance: See Final Rule, 87 Fed Reg 4390-4391.** Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

**G.2** **2. Explanation of why a capital expenditure is appropriate**  
 n/a

**G.2a** **Guidance: See Final Rule, 87 Fed Reg 4390-4391.** Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

**3. Comparison of the proposed capital expenditure against alternative capital expenditures**

**G.3** a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

n/a

**G.3a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

**G.4** b. A comparison of the expected total cost of the capital expenditures

n/a

**G.4a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

**H** **Equitable Outcomes - Complete if item 24 is populated with "Yes".**

**H.1** **Description of equitable outcome goal and how the proposed program expects to achieve this goal**

We often hear from our local service agencies about the long waiting lists for services. Increased Township funding will help allow for the expanded provision of direct and indirect services so that as close to "all" (as possible) residents of Elgin Township who are in need of mental health care will be able to receive some level of service and not be excluded because of any inability to pay.

[DATE]

Unique Identifier: 45916437

## INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KANE AND ELGIN TOWNSHIP

**THIS INTERGOVERNMENTAL AGREEMENT**, is entered into and made effective the date of its final execution (“Effective Date”) by and between the County of Kane (“County”), a unit of local government organized and existing under the laws of the State of Illinois, and Elgin Township (“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 the County to the Township. The 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**, Parties 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**, the 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)), the 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 the 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 the County due to the COVID-19 public health emergency relative to revenues collected in the most full fiscal year of the County prior to the emergency; (4) to make necessary investments in water, sewer, or broadband infrastructure; or 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 the County fails to comply with 42 U.S.C §803(c), the 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**, the purpose of this Agreement will be implemented in accordance with **Exhibit A: Program Terms**; and

**WHEREAS**, this Agreement is intended to transfer a portion of the County's SLFRF award from the County to the Township to benefit the citizens of Kane County.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**I. TERMS & CONDITIONS**

The purpose of this Intergovernmental Agreement is to establish a legal relationship between the County and the Township to implement programming associated with the COVID-19 public health emergency. The following requirements are applicable to all activities undertaken pursuant to this agreement with the portion of the SLFRF that the County intends to distribute to the Township as grant payments.

**A. Compliance with Applicable Requirements:** This Intergovernmental 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.

**B. Hold Harmless:** Township shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Township's performance or nonperformance of the services or subject matter called for in this Agreement. The Township agrees to hold the County harmless for any evaluation and/or advice which the County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of the grant funds.

**C. Indemnification:** Township shall indemnify the County, its officers, agents, employees, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Township and/or its agents, employees or sub-contractors. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. This indemnification shall include, but is not limited to, instances where the County relied upon the certification of the Township that such expenses which the Township sought to have reimbursed from the grant funds were eligible and met all requirements for reimbursement, but where the Office of the Inspector General, or any other Federal person, official, or agency that is charged with the auditing and review of expenditures of the grant funds determines that such expenses and/or reimbursement was not permitted under ARPA. In such instances, the Township agrees to indemnify, reimburse, and make whole the County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other Federal funds owed to the County, or otherwise. The Township further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the Federal government seeking to recoup the expended SLFRF that the County disbursed to the Township, including interest, attorney's fees, or any penalty provided by law. The Township shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Township is obligated to indemnify, defend and hold harmless the County under this Agreement. The Township shall also reimburse the County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of the Township's use of the grant payments by the Federal government. If the County determines that the Township has used the grant payments inconsistent with the objectives of the Township's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if the Township has not spent the total amount of grant funds by the end of the period of performance, the Township shall repay the amount identified by the County to: County of Kane.

**D. Misrepresentations & Noncompliance:** The Township hereby asserts, certifies and reaffirms that all representations and other information contained in the Township's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of the Township's knowledge. The Township acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. The Township shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of the Township representation(s) or information untrue or incorrect or otherwise impair the Township's ability to fulfill the Township's obligations under this Agreement.

**E. Workers' Compensation:** The 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:** The Township shall carry sufficient insurance coverage to protect any grant funds provided to the Township under this Agreement from loss due to theft, fraud and/or undue physical damage. The Township's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, the Township shall provide a Certificate of Insurance satisfactory to the requirement of the County. If the Township is self-insured, then the 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 both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. The 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, such modifications will be incorporated only by written amendment signed by both 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. The Township agrees to adhere to any amendments to ARPA or any related Federal laws or regulations.
- H. Suspension or Termination:** The County may suspend or terminate this Agreement upon written notice if the 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 the Township to fulfill in a timely and proper manner its obligations under this Agreement;
  - Ineffective or improper use of grant funds provided to the Township under this Agreement; or
  - Submission by the Township to the 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:** The Township 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 the Township 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](http://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:** The 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 August 30, 2026, unless terminated pursuant to this Agreement. Any grant funds that are not expended by the Township at the end of the period of performance for this Agreement shall be returned to the County within 30 (thirty) days. The County is not obligated to provide any of the County's SLFRF as payment or reimbursement for any invoices made or submitted beyond the Budget Period. The Township may submit a request for extension in writing to the County, which must be approved by the Kane County Board prior to the end of the period of performance.

**N. Eligible Expenses:** Township shall spend funds on allowable costs, as described below. Township shall spend funds 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 spend the grant funds only for the purposes set forth in **Exhibit A**, which is incorporated herein by reference. **Exhibit A** contains a description of the components of Township's 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 the 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 the County of Kane.

- O. Payments:** The sole source of grant payments under this Agreement shall be from County's SLFRF. County shall not be obligated to fund the Township from any other source. County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. Township will submit financial reports to support the payment schedule per the terms in **Exhibit A**. Township shall not use grant funds 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 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 Township is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.
- R. Specific Conditions:** Township will comply with any and all specific conditions established by the 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 the County, which may include but are not limited to, timely submitting all financial and performance reports, and supplying, upon the County's request, documents and information relevant to this Agreement. Where applicable, Township must monitor its activities to assure compliance with applicable State and Federal requirements and the terms and conditions of the County's SLFRF award, and to assure its performance expectations are being achieved. The 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 the County which document any expense for which Township has used or will use the grant funds under this Agreement. County may request ad-hoc reports and supporting documentation in addition to a reimbursement requests. County may also request that Township comply 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 the Township.
- U. FOIA:** Township acknowledges that County is a public body and agrees to participate with the 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 the County in a timely fashion to allow the 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. The Township agrees to keep the 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 understands 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 is 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 August 30, 2026

Budget Period: The timeframe for spending is from [DATE], through [DATE].

Award Amount: Total obligation under this Agreement is \$500,000

Contact for Program: Submit inquiries and questions to [KaneARPA@co.kane.il.us](mailto: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. The County has no legal requirement to provide funding to Township.

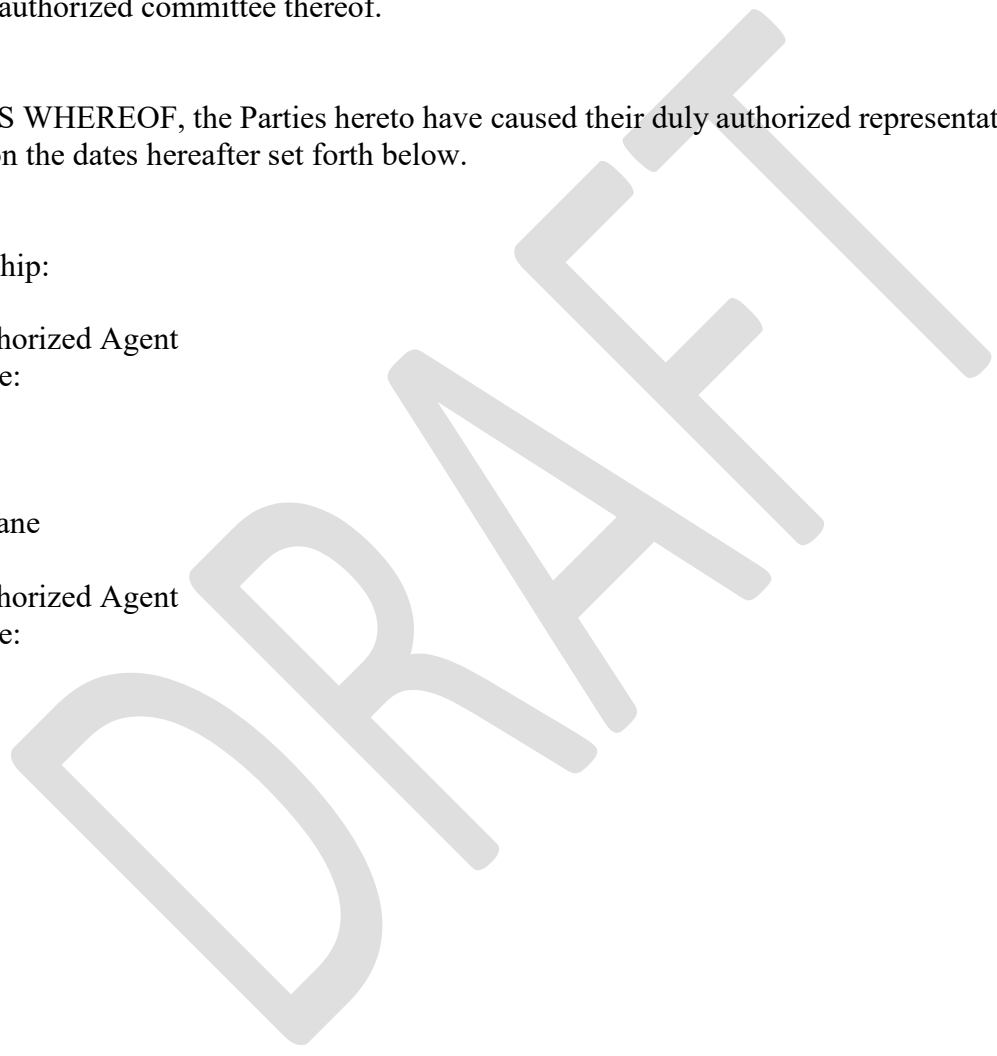
**VII. SIGNATURE AUTHORITY**

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 the Township must be attached to the Agreement for review by Kane County. The following signatory on behalf of the 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.

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

County of Kane  
Signed:  
Its Duly Authorized Agent  
Printed Name:  
Title:  
Date:



## Exhibit A: Program Terms

1. Program Description: Township is seeking State and Local Fiscal Recovery Funds to be used by the Elgin Township Community Mental Health Board to contract for Township resident services in the areas of mental health, developmental disability, and substance use for low-income, under insured, or uninsured people. The Elgin Township Community Mental Health Board is organized and governed pursuant to the provisions of the Community Mental Health Act (405 ILCS 20/0.01 *et seq.*).
  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 the Elgin Township Community Mental Health Board for eligible uses and programs under the American Rescue Plan Act.
  3. Eligible Costs: The grant funds shall only be used as a response to the COVID-19 public health emergency and its negative economic impacts. Consistent with that eligible use, the Township, by and through the Elgin Township Community Mental Health Board and consistent with the provisions of the Community Mental Health Act (405 ILCS 20/0.01 *et seq.*), is authorized to use \$500,000 (Five Hundred Thousand Dollars) of the County's State and Local Fiscal Recovery Funds for the following costs:
    - a. Mental Health Services: Including under-insured or uninsured mental health screenings, therapy, psychiatric visits, medical monitoring or groups; case management; prevention or education initiatives; salary for direct service staff; program expenses; crisis stabilization services; and residential support services.
    - b. Substance Use Services: Including under-insured or uninsured inpatient services, partial hospitalization, intensive outpatient, group therapy, or lower level outpatient services; substance use screening; medical-assisted treatment services; case management; salary for direct service staff, program expenses, prevention and educational initiatives.
    - c. Developmental Disability Services: Including audiology, speech therapy, physical therapy, occupational therapy, nutrition therapy, assisted devices; mental health services for people with developmental disabilities; respite care; day program services; autism screening; community integrated living arrangement support; early education intervention; salary for direct service staff, program expenses; caregiver support and education; job training programs; case management; residential support services.
    - d. Indirect Services: Including Mental Health First Aid Training; Naloxone Training; Community Education Workshops; Mental Health, Substance Use, or Developmental Disability Community Awareness.
- The County maintains sole and exclusive decision over whether costs submitted by Township are eligible for reimbursement or payment under this Agreement.
4. Performance Measures: The County may request additional information from the Township as needed to measure performance under this Agreement.
  5. Required Reporting
    - a. Programmatic reports: At the County's request, the 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 the County's request, the 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 by Township and such other information as the County deems necessary to facilitate closeout of this Agreement and permit the County to meet all of its obligations and requirements under the same.

6. Payment: The grant funds will be provided to Township upon submission of invoices for expenditures of eligible costs for County to make direct payments. 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 the expenditures that are eligible costs under this Agreement. Township will supply a quarterly report to County detailing their activities and use of grant funds pursuant to this Agreement.

**Exhibit B: Specific Conditions**

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

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

DRAFT

# COUNTY OF KANE

Kane County  
 Finance Department  
 Kathleen Hopkinson  
 Executive Director



Kane County Government Center  
 Building A  
 719 Batavia Avenue  
 Geneva, Illinois 60134  
 (630) 208-5132  
 hopkinsonkathleen@kanecountyil.gov

### Emergency Appropriation and/or Budget Transfer Request Form

<b>Department Name</b>	ARPA
<b>Date</b>	05.13.24
<b>Fund</b>	355
<b>Category</b> ( <i>Personnel Services, Contractual Services, Commodities, or Capital</i> )	Contractual
<b>Increase or Decrease</b>	Increase
<b>Amount</b>	(External Grant) \$500,000

**Requested Emergency Appropriation and/or Budget Transfer Description and Rationale** (please also attach draft resolution)

Elgin Township in Kane County has made a request in the amount of \$500,000 of SLFRF to fund the Community Mental Health Funding Bridge project for the purpose of responding to the COVID-19 public emergency and providing government services.

**Submitted by**

Signature of Elected Official or Department Executive Director

*Suzanne Fahnestock* Date May 13, 2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	355.800.668234.55010	\$500,000	\$500,000	
Commodities				
Capital				
Contingency	355.800.668.85000	\$500,000		\$500,000

**Reviewed by**

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024





at the County Clerk’s Office 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 \$17,211(Seventeen Thousand Two Hundred Eleven Dollars) to fund the 2023 HVAC Improvements at the County Clerk’s Office 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 that 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 \$17,211(Seventeen Thousand Two Hundred Eleven Dollars) to be used for 2023 HVAC Improvements at the County Clerk’s Office, 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 FY2024 budget:

355.800.66814.72010	Building Improvements	\$17,211
355.800.668.85000	Allowance for Budget Expense	(\$17,211)

*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 June 11, 2024.

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Authorizing the use of State and Local Fiscal Recovery Funds to fund 2023 HVAC Improvements at the County Clerk's Office 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: \$17,211
If not budgeted, explain funding source: SLFRF	

### **Summary:**

The American Rescue Plan Committee recommends that the Kane County Board authorize the Kane County Building Management Department's use of State and Local Fiscal Recovery Funds in the amount of \$17,211 to be used for 2023 HVAC Improvements at the County Clerk's Office, 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.

**A Proposed Program Name**  
 HVAC Improvements for the County Clerk's Office

**B Proposed Program Summary**

We are seeking reimbursement for HVAC (Heating, Ventilation, and Air Conditioning) improvements consisting of 2 new air handler units for the County Clerk's Office Building. Improved HVAC systems enhance indoor air quality, crucial for curbing the spread of COVID-19 and other pathogens. The new air handling units will improve indoor air quality, mitigating the risk of COVID-19 transmission and ensuring a safer environment for both employees and visitors. This directly addresses the ongoing public health emergency and contributes to community well-being. Additionally, as a hub for essential government services such as issuing birth certificates, licenses, and conducting elections, ensuring a comfortable and safe indoor environment through HVAC upgrades enhances the office's capacity to serve the public efficiently and effectively. These upgrades can be viewed as part of broader infrastructure investments, modernizing critical public facilities and promoting long-term sustainability. By prioritizing HVAC improvements at the county clerk's office, ARPA funding can have a tangible and multifaceted impact, addressing immediate public health concerns, supporting essential government functions and strengthening infrastructure resilience.

**Public Health and Safety:** Upgrading HVAC systems in the county clerk's office would directly contribute to creating a safer and healthier indoor environment for both employees and visitors. Improved ventilation and air filtration can help mitigate the spread of airborne contaminants, including viruses like COVID-19. By enhancing indoor air quality, these improvements align with ARPA's focus on responding to the COVID-19 public health emergency.

**Government Services:** The county clerk's office is a central hub for delivering essential government services to Kane County residents, including issuing birth certificates, licenses, and facilitating elections. By ensuring a comfortable and safe environment for staff and visitors through HVAC upgrades, the office can maintain operational continuity and effectively serve the community, aligning with ARPA's emphasis on providing government services.

**Infrastructure Modernization:** HVAC improvements to the county clerk's office can be viewed as part of broader infrastructure modernization efforts within Kane County. By investing in critical infrastructure projects like HVAC upgrades, the county can enhance its resilience and sustainability for the long term, aligning with ARPA's goals of investing in infrastructure to support economic growth and community well-being.

In summary, HVAC improvements to the county clerk's office benefit Kane County by promoting public health and safety, supporting the delivery of government services, and modernizing essential infrastructure, all of which align with the requirements and objectives of the American Rescue Plan Act. The HVAC improvements to the county clerk's office can promote equitable outcomes in Kane County in several ways:

**Accessibility:** By creating a safer and more comfortable indoor environment, the upgrades ensure that all residents, including those with disabilities or health concerns, can access government services at the county clerk's office without barriers. This promotes equitable access to essential services for all members of the community.

**Health Equity:** Improved indoor air quality resulting from HVAC upgrades benefits everyone who interacts with the county clerk's office, including employees, visitors, and residents accessing government services. By reducing the risk of airborne illnesses, particularly during public health emergencies like the COVID-19 pandemic, these improvements help protect the health and well-being of all community members, regardless of socioeconomic status.

**Community Engagement:** The county clerk's office is often a central point for community engagement, particularly during elections and public hearings. By providing a more inviting and comfortable environment through HVAC improvements, the office can encourage greater participation from residents of all backgrounds, promoting equity in civic engagement and decision-making processes.

Total estimated cost of this project is \$17,211.30

**C Proposed Program Risk Considerations and Requirements Summary**

Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.

**D Program Assessment Details**

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide

<b>D.1</b>	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
<b>D.2</b>	Select SLFRF Expenditure Category	EC1
<b>D.3</b>	SLFRF Expenditure Category Description	1: Public Health
<b>D.4</b>	Select SLFRF Expenditure Subcategory	1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^
<b>D.5</b>	Additional SLFRF Expenditure Categories for consideration	N/A

D.6	Comments regarding additional SLFRF Expenditure Categories	N/A
D.7	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	No
D.13	What is the estimated number of subrecipients/beneficiaries?	N/A
D.14	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	Yes
D.20	Is the capital expenditure an enumerated use (Select One)	Yes - Installation and improvements of ventilation systems
D.21	Select the appropriate range of expected capital expenditures	Less than \$1 million
D.22	Is a Written Justification Required	No
D.23	Does the project include required programmatic data	No
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

<b>E</b>	<p><b>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</b></p> <p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p> <p><b>1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, etc.):</b></p> <ul style="list-style-type: none"> <li>• "Enumerated eligible uses of funds in this category included: Vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations..." (2022 Final Rule pg. 4352)</li> <li>• " COVID-19 public health response and mitigation tactics. Recognizing the broad range of services and programming needed to contain COVID-19, the interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID-19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds. Enumerated eligible uses of funds in this category included [...] support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations" (2022 Final Rule pg. 4353)</li> </ul> <p><b>Final Rule relating to capital expenditures:</b></p> <ul style="list-style-type: none"> <li>• "Enumerated eligible uses: Responses presumed reasonably proportional. A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes... (i) Responding to the public health impacts of the public health emergency for purposes including: (A) COVID-19 mitigation and prevention in a manner that is consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including... mitigation and prevention practices in congregate settings...installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities." (2022 Final Rule pg. 4449)</li> </ul>
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<b>F</b>	<b>ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"</b>
<b>F.1</b>	<b>Designating a Public Health Impact</b>
	n/a
<b>F.1a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
<b>F.2</b>	<b>Designating a Negative Economic Impact</b>
	n/a
<b>F.2a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
<b>F.3</b>	<b>Description of how proposed program addresses/responds to harm and is reasonable</b>
	n/a
<b>F.3a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

**F.4** **Assessment of whether identified industry is eligible**  
 n/a

**F.4a** **Guidance: See Final Rule, 87 Fed Reg 4382.** Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient’s identified industry and the national Leisure & Hospitality sector in the three months before the pandemic’s most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

**G** **Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"**

**G.1** **1. Description of harm or need to be addressed**  
 n/a

**G.1a** **Guidance: See Final Rule, 87 Fed Reg 4390-4391.** Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

**G.2** **2. Explanation of why a capital expenditure is appropriate**  
 n/a

**G.2a** **Guidance: See Final Rule, 87 Fed Reg 4390-4391.** Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

**3. Comparison of the proposed capital expenditure against alternative capital expenditures**

<b>G.3</b>	a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified n/a
<b>G.3a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4390-4391.</b> Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

<b>G.4</b>	b. A comparison of the expected total cost of the capital expenditures n/a
<b>G.4a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4390-4391.</b> Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

<b>H</b>	<b>Equitable Outcomes - Complete if item 24 is populated with "Yes".</b>
<b>H.1</b>	<b>Description of equitable outcome goal and how the proposed program expects to achieve this goal</b> The HVAC improvements to the county clerk's office can promote equitable outcomes in Kane County in several ways: Accessibility: By creating a safer and more comfortable indoor environment, the upgrades ensure that all residents, including those with disabilities or health concerns, can access government services at the county clerk's office without barriers. This promotes equitable access to essential services for all members of the community. Health Equity: Improved indoor air quality resulting from HVAC upgrades benefits everyone who interacts with the county clerk's office, including employees, visitors, and residents accessing government services. By reducing the risk of airborne illnesses, particularly during public health emergencies like the COVID-19 pandemic, these improvements help protect the health and well-being of all community members, regardless of socioeconomic status. Community Engagement: The county clerk's office is often a central point for community engagement, particularly during elections and public hearings. By providing a more inviting and comfortable environment through HVAC improvements, the office can encourage greater participation from residents of all backgrounds, promoting equity in civic engagement and decision-making processes.

# COUNTY OF KANE

Kane County  
 Finance Department  
 Kathleen Hopkinson  
 Executive Director



Kane County Government Center  
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 719 Batavia Avenue  
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 hopkinsonkathleen@kanecountyil.gov

## Emergency Appropriation and/or Budget Transfer Request Form

<b>Department Name</b>	ARPA
<b>Date</b>	5.20.24
<b>Fund</b>	355
<b>Category</b> ( <i>Personnel Services, Contractual Services, Commodities, or Capital</i> )	Capital
<b>Increase or Decrease</b>	Increase
<b>Amount</b>	\$17,211

**Requested Emergency Appropriation and/or Budget Transfer Description and Rationale** (please also attach draft resolution) The Kane County Building Management Department has made a request in the amount of \$17,211 (Seventeen Thousand Two Hundred and Eleven Dollars) of SLFRF to fund **2023 HVAC** Improvements at the County Clerk's Office for the purpose of responding to the public health and negative economic impacts of the pandemic

**Submitted by**  
 Signature of Elected Official or Department Executive Director

*Suzanne Fahnestock*                      Date **May 20, 2024**

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services				
Commodities				
Capital	355.800.66814.72010	\$17,211	\$17,211	
Contingencies	355.800.668.85000	(\$17,211)		\$17,211

### Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson*                      Date 5-23-2024





County Building Management Department’s request for SLFRF for HVAC Improvements at Court Services 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 \$50,000 (Fifty Thousand Dollars) to fund the HVAC Improvements at Court Services 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 that 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 \$50,000 (Fifty Thousand) to be used for HVAC Improvements at Court 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 FY2024 budget:

355.800.66814.72010	Building Improvements	\$50,000
355.800.668.85000	Allowance for Budget Expense	(\$50,000)

*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 June 11, 2024.

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Authorizes the use of State and Local Fiscal Recovery Funds to Fund HVAC Improvements at Court Services 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: \$50,000.00
If not budgeted, explain funding source: SLFRF	

### **Summary:**

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF in the amount of \$50,000 (Fifty Thousand Dollars) to fund the HVAC improvements at Court Services 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 or local laws and regulations.

**A Proposed Program Name**  
 HVAC Improvements at Court Services

**B Proposed Program Summary**

Kane County's application for funding through the American Rescue Plan for HVAC improvements at Court Services directly addresses the urgent need to mitigate the spread of COVID-19 within essential government facilities. By upgrading HVAC systems, Kane County aims to create a safer indoor environment for employees, visitors, and individuals accessing court services. Improved ventilation and air filtration are critical measures for reducing the transmission of airborne contaminants, including the COVID-19 virus, aligning with ARPA's emphasis on responding to the ongoing public health emergency. Furthermore, investing in HVAC improvements at Court Services reflects ARPA's broader objectives of supporting government services and infrastructure investments to promote economic recovery and community resilience. By prioritizing this project, Kane County demonstrates its commitment to protecting public health, ensuring equitable access to justice, and building back stronger in the wake of the pandemic.

Investing in HVAC improvements at Court Services in Kane County will bring several significant benefits to the community. Firstly, by enhancing indoor air quality, these upgrades will create a safer and healthier environment for employees, visitors, and individuals accessing court services. This is particularly crucial in mitigating the spread of COVID-19 and other airborne illnesses, contributing to the overall public health and well-being of Kane County residents. Additionally, by improving the functionality and efficiency of HVAC systems, the county can reduce operational costs and ensure the long-term sustainability of court facilities. Furthermore, investing in infrastructure upgrades aligns with Kane County's broader goals of promoting economic recovery and resilience. The project will create job opportunities in the local construction and HVAC sectors, supporting the local economy and contributing to community prosperity. Overall, the HVAC improvements at Court Services will enhance public health, operational efficiency, and economic vitality, making Kane County a safer, more resilient, and thriving community for all residents.

The HVAC improvements at Court Services in Kane County will promote equitable outcomes in several key ways. Firstly, by creating a safer and healthier indoor environment, these upgrades ensure that all individuals accessing court services, regardless of their socioeconomic background or health status, can do so safely and without risk of exposure to airborne contaminants. This fosters equity in access to justice and ensures that everyone, including vulnerable populations, can receive services without fear of health risks.

Furthermore, the improved functionality and efficiency of HVAC systems at Court Services contribute to a more inclusive and accessible court environment. This enhances the experience of individuals with disabilities or health conditions, ensuring that they can utilize the services at Court Services without encountering barriers related to indoor air quality or environmental conditions.

Overall, the HVAC improvements at Court Services align with Kane County's commitment to equity and inclusion by creating safer, more accessible spaces for all individuals accessing court services, promoting economic opportunities for underserved communities, and fostering a more equitable justice system for residents.

Total estimated cost of this project is \$50,000.00

**C Proposed Program Risk Considerations and Requirements Summary**

Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.

**D Program Assessment Details**

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide

<b>D.1</b>	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
<b>D.2</b>	Select SLFRF Expenditure Category	EC1
<b>D.3</b>	SLFRF Expenditure Category Description	1: Public Health
<b>D.4</b>	Select SLFRF Expenditure Subcategory	1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^
<b>D.5</b>	Additional SLFRF Expenditure Categories for consideration	N/A
<b>D.6</b>	Comments regarding additional SLFRF Expenditure Categories	N/A
<b>D.7</b>	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
<b>D.8</b>	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted

D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	No
D.13	What is the estimated number of subrecipients/beneficiaries?	N/A
D.14	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	Yes
D.20	Is the capital expenditure an enumerated use (Select One)	Yes - Installation and improvements of ventilation systems
D.21	Select the appropriate range of expected capital expenditures	Less than \$1 million
D.22	Is a Written Justification Required	No
D.23	Does the project include required programmatic data	Not Applicable
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

<b>E</b>	<p><b>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</b></p> <p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p> <p><b>1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, etc.):</b></p> <ul style="list-style-type: none"> <li>• "Enumerated eligible uses of funds in this category included: Vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations..." (2022 Final Rule pg. 4352)</li> <li>• " COVID–19 public health response and mitigation tactics. Recognizing the broad range of services and programming needed to contain COVID–19, the interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID–19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds. Enumerated eligible uses of funds in this category included [...] support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations" (2022 Final Rule pg. 4353)</li> </ul> <p><b>Final Rule relating to capital expenditures:</b></p> <ul style="list-style-type: none"> <li>• "Enumerated eligible uses: Responses presumed reasonably proportional. A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes... (i) Responding to the public health impacts of the public health emergency for purposes including: (A) COVID–19 mitigation and prevention in a manner that is consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including... mitigation and prevention practices in congregate settings...installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities." (2022 Final Rule pg. 4449)</li> </ul>
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**F** ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"

**F.1** Designating a Public Health Impact

n/a

**F.1a** **Guidance:** See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.

**F.2** Designating a Negative Economic Impact

n/a

**F.2a** **Guidance:** See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.

**F.3** Description of how proposed program addresses/responds to harm and is reasonable

n/a

**F.3a** **Guidance:** See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

<b>F.4</b>	<b>Assessment of whether identified industry is eligible</b> n/a
<b>F.4a</b>	<p><b>Guidance:</b> See Final Rule, 87 Fed Reg 4382. Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient’s identified industry and the national Leisure &amp; Hospitality sector in the three months before the pandemic’s most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).</p> <p>If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies</p>

<b>G</b>	<b>Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"</b>
<b>G.1</b>	<b>1. Description of harm or need to be addressed</b> n/a
<b>G.1a</b>	<p><b>Guidance:</b> See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.</p>
<b>G.2</b>	<b>2. Explanation of why a capital expenditure is appropriate</b> n/a
<b>G.2a</b>	<p><b>Guidance:</b> See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.</p>

**3. Comparison of the proposed capital expenditure against alternative capital expenditures**

**G.3** a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

n/a

**G.3a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

**G.4** b. A comparison of the expected total cost of the capital expenditures

n/a

**G.4a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

**H** **Equitable Outcomes - Complete if item 24 is populated with "Yes".**

**H.1** **Description of equitable outcome goal and how the proposed program expects to achieve this goal**

The HVAC improvements at Court Services in Kane County will promote equitable outcomes in several key ways. Firstly, by creating a safer and healthier indoor environment, these upgrades ensure that all individuals accessing court services, regardless of their socioeconomic background or health status, can do so safely and without risk of exposure to airborne contaminants. This fosters equity in access to justice and ensures that everyone, including vulnerable populations, can receive services without fear of health risks.

Furthermore, the improved functionality and efficiency of HVAC systems at Court Services contribute to a more inclusive and accessible court environment. This enhances the experience of individuals with disabilities or health conditions, ensuring that they can utilize the services at Court Services without encountering barriers related to indoor air quality or environmental conditions.

Overall, the HVAC improvements at Court Services align with Kane County's commitment to equity and inclusion by creating safer, more accessible spaces for all individuals accessing court services, promoting economic opportunities for underserved communities, and fostering a more equitable justice system for residents.



# COUNTY OF KANE

Kane County  
 Finance Department  
 Kathleen Hopkinson  
 Executive Director



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## Emergency Appropriation and/or Budget Transfer Request Form

<b>Department Name</b>	ARPA
<b>Date</b>	5.7.24
<b>Fund</b>	355
<b>Category</b> ( <i>Personnel Services, Contractual Services, Commodities, or Capital</i> )	
<b>Increase or Decrease</b>	Budget Transfer
<b>Amount</b>	\$50,000

**Requested Emergency Appropriation and/or Budget Transfer Description and Rationale** (please also attach draft resolution)

Kane County Building Management Department's use of State and Local Fiscal Recovery Funds in the amount of \$50,000 (Fifty Thousand) to be used for HVAC Improvements at Court Services

**Submitted by**

*Suzanne Fahnestock*

Date: May 7, 2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services				
Commodities				
Capital	355.800.66814.72010	\$50,000	\$50,000	
Contingency	355.800.668.85000	\$50,000		\$50,000

**Reviewed by**

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024



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 Exterior Envelope Pipe Chase Improvements at the Kane County Jail 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 amount allocated under revenue recoupment of SLFRF in the amount of \$2,400,000 (Three Million Four Hundred Thousand Dollars) to fund the Exterior Envelope Pipe Chase Improvements at the Kane County Jail project for the Kane County Building Management Department; and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the transfer of the SLFRF Lost Revenue Recoupment funds in the amount of \$2,400,000 (Three Million Four Hundred Thousand Dollars) from Fund 356 to General Fund 001 Sub Fund 500 Capital Projects to be used to fund the Exterior Envelope Pipe Chase Improvements at the Kane County Jail project; and

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the use and transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment in the amount \$2,400,000 (Three Million Four Hundred Thousand Dollars) to fund the Exterior Envelope Pipe Chase Improvements at the Kane County Jail 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; and

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

356.800.672.99001	Transfer to General Fund 001	\$120,000
356.800.000.39900	Fund Balance Utilization	\$120,000
001.800.808.99500	Transfer to Capital Projects Fund 500	\$120,000
001.000.000.39356	Transfer from Recoupment of Lost Revenue Fund 356	\$120,000
500.800.805.72010	Fund Balance Utilization	\$120,000
500.800.000.39001	Transfer from General Fund 001	\$120,000

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY2025 (\$2,280,000).

*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 June 11, 2024.

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Authorizing The Use and Transfer of State and Local Fiscal Recovery Funds From Lost Revenue Recoupment Fund 356 to General Fund 001 to Capital Projects Fund 500 to Fund Exterior Envelope Pipe Chase Improvement at the Kane County Jail 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: \$2,400,000.00
If not budgeted, explain funding source: Recoupment	

### **Summary:**

The American Rescue Plan Committee recommends that the Kane County Board authorize the use and transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment in the amount of \$2,400,000 (Two Million Four Hundred Thousand Dollars) to fund the Exterior Envelope Pipe Chase Improvements at the Kane County Jail 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.

<b>A</b>	<b>Proposed Program Name</b>
Exterior Envelope Pipe Chase Improvements at the Kane County Jail	

<b>B</b>	<b>Proposed Program Summary</b>
<p>The proposed project would directly contribute to improved air quality and a reduction in the spread of diseases. By evaluating heating and cooling deficiencies in the pipe chase and service corridors, the project ensures proper ventilation and temperature control, crucial elements in maintaining optimal indoor air quality. Additionally, addressing leaks and insulation voids of the exterior walls helps reduce the risk of moisture buildup and mold growth, which can exacerbate respiratory issues and spread diseases. These targeted improvements align with public health priorities, mitigating health risks for inmates, staff, and visitors, and promoting a safer and healthier environment within the facility.</p> <p>This project's benefits extend to Kane County by significantly enhancing the safety and well-being of its residents, particularly those within the Kane County Jail facilities. By improving air quality and reducing the risk of disease transmission, the project promotes public health and safety standards in alignment with Kane County's commitment to its community's welfare. Additionally, the implementation of energy-efficient measures and infrastructure upgrades ensures long-term cost savings and operational resilience.</p> <p>The project promotes equitable outcomes by ensuring that all individuals within the Kane County Jail, regardless of background or status, have access to a safe and healthy environment. By addressing heating and cooling deficiencies and conducting thermal scans to identify structural issues, the project aims to create a more equitable living and working environment for both inmates and staff. Additionally, by utilizing American Rescue Plan funds to finance these improvements, the project ensures that resources are allocated fairly to benefit the entire Kane County community, fostering trust and confidence in the county's commitment to equitable infrastructure upgrades.</p> <p>The exterior envelope is actually the Plenum Return for the HVAC system. This means that it IS part of the HVAC system.</p> <p>Total estimated cost for this project is \$2,400,000.00</p>	

<b>C</b>	<b>Proposed Program Risk Considerations and Requirements Summary</b>
<p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p>	

<b>D</b>	<b>Program Assessment Details</b>	
Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide		
<b>D.1</b>	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
<b>D.2</b>	Select SLFRF Expenditure Category	EC1
<b>D.3</b>	SLFRF Expenditure Category Description	1: Public Health
<b>D.4</b>	Select SLFRF Expenditure Subcategory	1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^
<b>D.5</b>	Additional SLFRF Expenditure Categories for consideration	N/A
<b>D.6</b>	Comments regarding additional SLFRF Expenditure Categories	N/A
<b>D.7</b>	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
<b>D.8</b>	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted
<b>D.9</b>	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
<b>D.10</b>	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
<b>D.11</b>	Is the proposed project an enumerated use?	No
<b>D.12</b>	Does the proposed project include subrecipients/beneficiaries?	No
<b>D.13</b>	What is the estimated number of subrecipients/beneficiaries?	N/A
<b>D.14</b>	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
<b>D.15</b>	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
<b>D.16</b>	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
<b>D.17</b>	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes

<b>D.18</b>	Percentage of project estimated to be ARPA SLFRF eligible	100%
<b>D.19</b>	Does the proposed project include capital expenditures	Yes
<b>D.20</b>	Is the capital expenditure an enumerated use (Select One)	Yes - Installation and improvements of ventilation systems
<b>D.21</b>	Select the appropriate range of expected capital expenditures	Between \$1 million and \$10 million
<b>D.22</b>	Is a Written Justification Required	Yes
<b>D.23</b>	Does the project include required programmatic data	No
<b>D.24</b>	Does the application indicate the program is designed to address equitable outcomes?	Yes

<b>E</b>	<p><b>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</b></p> <p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p> <p><b>1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, etc.):</b></p> <ul style="list-style-type: none"> <li>• "Enumerated eligible uses of funds in this category included: Vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations..." (2022 Final Rule pg. 4352)</li> <li>• " COVID-19 public health response and mitigation tactics. Recognizing the broad range of services and programming needed to contain COVID-19, the interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID-19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds. Enumerated eligible uses of funds in this category included [...] support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations" (2022 Final Rule pg. 4353)</li> </ul> <p><b>Final Rule relating to capital expenditures:</b></p> <ul style="list-style-type: none"> <li>• "Enumerated eligible uses: Responses presumed reasonably proportional. A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes... (i) Responding to the public health impacts of the public health emergency for purposes including: (A) COVID-19 mitigation and prevention in a manner that is consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including... mitigation and prevention practices in congregate settings...installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities." (2022 Final Rule pg. 4449)</li> </ul>	
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<b>F</b>	<b>ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"</b>
<b>F.1</b>	<b>Designating a Public Health Impact</b>
	n/a
<b>F.1a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
<b>F.2</b>	<b>Designating a Negative Economic Impact</b>
	n/a
<b>F.2a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
<b>F.3</b>	<b>Description of how proposed program addresses/responds to harm and is reasonable</b>
	n/a
<b>F.3a</b>	<b>Guidance: See Final Rule, 87 Fed Reg 4343.</b> The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.



**F.4** **Assessment of whether identified industry is eligible**  
n/a

**F.4a** **Guidance:** See Final Rule, 87 Fed Reg 4382. Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient’s identified industry and the national Leisure & Hospitality sector in the three months before the pandemic’s most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

**G** **Capital Expenditure Evaluations - Complete if Item 21 is marked as "Between \$1 m and \$10 m" or "Over 10 m"**

**G.1** **1. Description of harm or need to be addressed**

**G.1a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

**G.2** **2. Explanation of why a capital expenditure is appropriate**

**G.2a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

**3. Comparison of the proposed capital expenditure against alternative capital expenditures**

**G.3** a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

[Empty response box for G.3a]

**G.3a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

**G.4** b. A comparison of the expected total cost of the capital expenditures

[Empty response box for G.4b]

**G.4a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

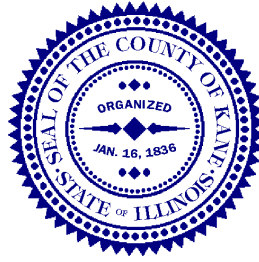
**H** Equitable Outcomes - Complete if item 24 is populated with "Yes".

**H.1** Description of equitable outcome goal and how the proposed program expects to achieve this goal

[Empty response box for H.1]

# COUNTY OF KANE

Kane County  
 Finance Department  
 Kathleen Hopkinson  
 Executive Director



Kane County Government Center  
 Building A  
 719 Batavia Avenue  
 Geneva, Illinois 60134  
 (630) 208-5132  
 hopkinsonkathleen@kanecountyil.gov

### Emergency Appropriation and/or Budget Transfer Request Form

<b>Department Name</b>	ARPA
<b>Date</b>	5.20.2024
<b>Fund</b>	356 to 001 to 500
<b>Category</b> ( <i>Personnel Services, Contractual Services, Commodities, or Capital</i> )	Capital
<b>Increase or Decrease</b>	Increase
<b>Amount</b>	\$2,400,000

**Requested Emergency Appropriation and/or Budget Transfer Description and Rationale** (please also attach draft resolution) Building Management Department has made a request in the amount of \$2,400,000 of SLFRF to fund Exterior Envelope Pipe Chase Improvements at the Kane County Jail for the purpose of responding to the public health and negative economic impacts of the pandemic. The budget adjustment for FY24 is \$120,000.

**Submitted by**  
 Signature of Elected Official or Department Executive Director

*Suzanne Fahnestock* May 20.2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services				
Commodities				
Capital				
Transfers In	001.000.000.39356 500.800.000.39001			\$120,000 \$120,000
Transfers Out	356.800.672.99001 001.800.808.99500		\$120,000 \$120,000	
Fund Balance Utilization	500.800.000.39900		\$120,000	
Fund Balance Utilization	356.800.000.39900			\$120,000

**Reviewed by**  
 Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024



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 ADA Accessible Ramp at the Adult Justice Center for the purpose of providing government services and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC consultant, Ernst and Young, has indicated that revenue recoupment funds from SLFRF may be used to fund the ADA Accessible Ramp at the Adult Justice Center project 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; and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of amount allocated under revenue recoupment of SLFRF in the amount of \$317,485 (Three Hundred Seventeen Thousand and Four Hundred Eighty-Five Dollars) to fund the ADA Accessible Ramp at the Adult Justice Center for the Kane County Building Management Department; and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the transfer of the SLFRF Lost Revenue Recoupment funds in the amount of \$317,485 (Three Hundred Seventeen Thousand and Four Hundred Eighty-Five Dollars) from Fund 356 to General Fund 001 Sub Fund 500 Capital Projects to be used to fund the ADA Accessible Ramp at the Adult Justice Center; and

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the use and transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment in the amount of \$317,485 (Three Hundred Seventeen Thousand and Four Hundred Eighty-Five Dollars) to fund the ADA Accessible Ramp at the 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; and

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

356.800.672.99001	Transfer to General Fund	\$317,485
356.800.000.39900	Fund Balance Utilization	\$317,485
001.800.808.99500	Transfer to Capital Projects Fund	\$317,485
001.000.000.39356	Transfer from Recoupment of Lost Revenue Fund	\$317,485
500.800.000.39900	Fund Balance Utilization	(\$317,485)
500.800.000.39001	Transfer from General Fund	\$317,485

*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 June 11, 2024.

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Authorizing The Use and Transfer of State and Local Fiscal Recovery Funds From Lost Revenue Recoupment Fund 356 To General Fund 001 to Capital Projects Fund 500 To Fund ADA Accessible Ramp At The Adult Justice Center 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: \$317,485.00
If not budgeted, explain funding source: Recoupment	

### **Summary:**

The American Rescue Plan Committee recommends that the Kane County Board authorize the use and transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment in the amount of \$317,485 (Three Hundred Seventeen Thousand and Four Hundred Eight-Five Dollars) to fund the ADA Accessible Ramp at the 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.

**A Proposed Program Name**  
 Adult Justice Center ADA Ramp

**B Proposed Program Summary**

Kane County is seeking American Rescue Plan funds for reimbursement for the construction of an ADA-compliant ramp at the Sheriff's Office, aligning with the Act's enumerated uses and requirements. Constructing an ADA-compliant ramp at the facility ensures equitable access to essential services for individuals with disabilities, promoting inclusivity and addressing disparities in access to justice. Moreover, the facility's role as a public safety hub underscores its importance in emergency response and community safety, aligning with the broader goal of enhancing public safety infrastructure. By facilitating access for law enforcement personnel, emergency responders, and community members, the project contributes to promoting public safety and resilience. Additionally, the facility's involvement in hosting vaccination clinics and pandemic preparedness activities highlights its significance in public health emergencies. Improving access to the facility through ADA-compliant infrastructure enhances the county's capacity to respond effectively to future health crises, supporting the American Rescue Plan's objectives of addressing the ongoing impacts of the COVID-19 pandemic and strengthening public health infrastructure.

The project to construct an ADA-compliant ramp at the Kane County Sheriff's Office offers several benefits to the county:

**Accessibility:** By providing an accessible entry point to the Sheriff's Office, the project ensures that individuals with disabilities have equal access to essential services, including legal assistance, medical care, and visitation. This promotes inclusivity and aligns with Kane County's commitment to serving all members of the community equitably.

**Public Safety Enhancement:** Improved access to the Sheriff's Office enhances public safety by facilitating the ingress and egress of law enforcement personnel, emergency responders, and community members. This strengthens the county's ability to respond to emergencies efficiently and ensures that public safety remains a top priority.

**Pandemic Response Preparedness:** Given the Sheriff's Office's role as a site for vaccination clinics and pandemic preparedness activities, enhancing accessibility through ADA-compliant infrastructure contributes to the county's pandemic response capabilities. This investment supports Kane County's efforts to address the ongoing impacts of the COVID-19 pandemic and strengthens its resilience against future health crises.

**Community Resilience:** By investing in infrastructure that promotes accessibility, public safety, and pandemic preparedness, Kane County demonstrates its commitment to building a resilient community. This project fosters a sense of security and inclusivity among residents and reinforces the county's ability to weather challenges and emergencies effectively.

In summary, the project to construct an ADA-compliant ramp at the Kane County Sheriff's Office benefits the county by promoting accessibility, enhancing public safety, bolstering pandemic response preparedness, and fostering community resilience. These benefits align with Kane County's broader goals of serving its residents equitably and ensuring their well-being and safety.

Improving access to the adult justice center promotes equitable outcomes by ensuring that all individuals, regardless of their background or circumstances, have equal access to essential services and fair treatment within the criminal justice system. Access to the justice center is critical for individuals involved in legal proceedings, including defendants, witnesses, and victims. By enhancing accessibility through measures such as ADA-compliant ramps and facilities, the justice center becomes more inclusive and welcoming to all members of the community, including those with disabilities or mobility challenges.

Equitable access to the justice center is particularly important for marginalized and underserved communities, who may face additional barriers in accessing legal assistance and navigating the criminal justice system. By removing physical barriers and ensuring equal access to facilities and services, the justice center helps to level the playing field and promote fairness in the administration of justice.

Moreover, improving access to the justice center can also contribute to broader community goals of crime prevention and public safety. When individuals have better access to legal assistance and support services, they are more likely to engage with the justice system in a constructive manner, reducing the risk of recidivism and promoting positive outcomes for both individuals and communities.

Total estimated cost of this project is \$317,495.00

**This is a reimbursement request for a ramp that was already built.**

**C Proposed Program Risk Considerations and Requirements Summary**

The construction of an ADA compliant ramp could be eligible under 6.1 Revenue Replacement. There is not a clear nexus to the pandemic to enable this project to fit into another EC.

**D Program Assessment Details**

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide

<b>D.1</b>	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
<b>D.2</b>	Select SLFRF Expenditure Category	EC6
<b>D.3</b>	SLFRF Expenditure Category Description	6: Revenue Replacement
<b>D.4</b>	Select SLFRF Expenditure Subcategory	6.1 Provision of Government Services



D.5	Additional SLFRF Expenditure Categories for consideration	N/A
D.6	Comments regarding additional SLFRF Expenditure Categories	N/A
D.7	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Not Applicable
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Not Applicable
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	No
D.12	Does the proposed project include subrecipients/beneficiaries?	Not Applicable
D.13	What is the estimated number of subrecipients/beneficiaries?	N/A
D.14	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	No
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	Yes
D.20	Is the capital expenditure an enumerated use (Select One)	No - the proposed capital expenditure is not an enumerated use
D.21	Select the appropriate range of expected capital expenditures	Less than \$1 million
D.22	Is a Written Justification Required	No
D.23	Does the project include required programmatic data	Yes
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

<b>E</b>	<b>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</b>	
	<p>The construction of an ADA compliant ramp could be eligible under 6.1 Revenue Replacement. There is not a clear nexus to the pandemic to enable this project to fit into another EC.</p> <p><b>Final Rule relating to Capital Expenditures</b></p> <ul style="list-style-type: none"> <li>• "The interim final rule expressly permitted use of funds for a limited number of capital expenditures that mostly pertained to COVID-19 prevention and mitigation. These included capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements to public hospitals and health clinics; adaptations to public buildings to implement COVID-19 mitigation tactics." (2022 Final Rule pg. 4389)</li> </ul>	

**F** ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"

**F.1** Designating a Public Health Impact

n/a

**F.1a** **Guidance:** See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.

**F.2** Designating a Negative Economic Impact

n/a

**F.2a** **Guidance:** See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.

**F.3** Description of how proposed program addresses/responds to harm and is reasonable

n/a

**F.3a** **Guidance:** See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

**F.4** **Assessment of whether identified industry is eligible**  
 n/a

**F.4a** **Guidance:** See Final Rule, 87 Fed Reg 4382. Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient’s identified industry and the national Leisure & Hospitality sector in the three months before the pandemic’s most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).

If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies

**G** **Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"**

**G.1** **1. Description of harm or need to be addressed**  
 n/a

**G.1a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.

**G.2** **2. Explanation of why a capital expenditure is appropriate**  
 n/a

**G.2a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

**3. Comparison of the proposed capital expenditure against alternative capital expenditures**

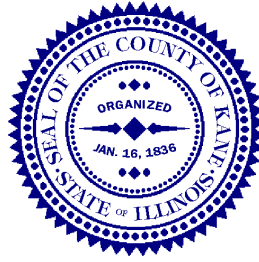
<b>G.3</b>	a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified n/a
<b>G.3a</b>	<b>Guidance:</b> See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

<b>G.4</b>	b. A comparison of the expected total cost of the capital expenditures n/a
<b>G.4a</b>	<b>Guidance:</b> See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

<b>H</b>	<b>Equitable Outcomes - Complete if item 24 is populated with "Yes".</b>
<b>H.1</b>	<b>Description of equitable outcome goal and how the proposed program expects to achieve this goal</b> Improving access to the adult justice center promotes equitable outcomes by ensuring that all individuals, regardless of their background or circumstances, have equal access to essential services and fair treatment within the criminal justice system. Access to the justice center is critical for individuals involved in legal proceedings, including defendants, witnesses, and victims. By enhancing accessibility through measures such as ADA-compliant ramps and facilities, the justice center becomes more inclusive and welcoming to all members of the community, including those with disabilities or mobility challenges. Equitable access to the justice center is particularly important for marginalized and underserved communities, who may face additional barriers in accessing legal assistance and navigating the criminal justice system. By removing physical barriers and ensuring equal access to facilities and services, the justice center helps to level the playing field and promote fairness in the administration of justice. Moreover, improving access to the justice center can also contribute to broader community goals of crime prevention and public safety. When individuals have better access to legal assistance and support services, they are more likely to engage with the justice system in a constructive manner, reducing the risk of recidivism and promoting positive outcomes for both individuals and communities.

# COUNTY OF KANE

Kane County  
 Finance Department  
 Kathleen Hopkinson  
 Executive Director



Kane County Government Center  
 Building A  
 719 Batavia Avenue  
 Geneva, Illinois 60134  
 (630) 208-5132  
 hopkinsonkathleen@kanecountyil.gov

### Emergency Appropriation and/or Budget Transfer Request Form

<b>Department Name</b>	ARPA
<b>Date</b>	5.20.2024
<b>Fund</b>	Reimbursement from 356 to 001 to 500
<b>Category</b> <i>(Personnel Services, Contractual Services, Commodities, or Capital)</i>	Capital
<b>Increase or Decrease</b>	Increase
<b>Amount</b>	\$317,485

**Requested Emergency Appropriation and/or Budget Transfer Description and Rationale** (please also attach draft resolution)

Building Management Department has made a request in the amount of \$317,485 (Three Hundred Seventeen Thousand and Four Hundred Eighty-Five Dollars) of SLFRF to fund ADA Accessible Ramp at the Adult Justice Center for the purpose of providing government services

**Submitted by**

Signature of Elected Official or Department Executive Director

*Suzanne Fahnestock*

May 20.2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services				
Commodities				
Capital				
Transfers In	001.000.000.39356 500.800.000.39001	\$317,485		\$317,485 \$317,485
Transfers Out	356.800.672.99001 001.800.808.99500		\$317,485 \$317,485	
Fund Balance Utilization	500.800.000.39900		\$317,485	
Fund Balance Utilization	356.800.000.39900			\$317,485

**Reviewed by**

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024



County Building Management Department’s request for SLFRF for Sally Port HVAC System Improvements at the Kane County Jail 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 SLFRF in the amount of \$120,000 to fund Sally Port HVAC System Improvements at the Kane County Jail 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 that 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 \$120,000 to be used for Sally Port HVAC System Improvements at the Kane County Jail, 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 to reimburse the Capital Fund 500:

355.800.66814.50150	Transfer to Capital Projects Fund 500	\$8,500
500.800.668.50150	Allowance for Budget Expense	(\$8,500)
355.800.66814.72010	Building Improvements	\$111,500
355.800.668.85000	Allowance for Budget Expense	\$111,500

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY2025 (\$111,500) as a direct expense out of the ARPA Fund 355.

*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 June 11, 2024.

\_\_\_\_\_  
John A. Cunningham, MBA, JD, JD  
Clerk, County Board  
Kane County, Illinois  
Vote:

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



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Authorizing The Use of State and Local Fiscal Recovery Funds to Fund Sally Port HVAC System Improvements at the Kane County Jail 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: \$120,000.00
If not budgeted, explain funding source: SLFRF	

### **Summary:**

The American Rescue Plan Committee recommends that the Kane County Board authorize the use and transfer of State and Local Fiscal Recovery Funds in the amount of \$120,000 to be used for the Sally Port HVAC System Improvements at the Kane County Jail, 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.



<b>A</b>	<b>Proposed Program Name</b>
Sally Port CO Exhaust System Improvements	

<b>B</b>	<b>Proposed Program Summary</b>
<p>This project will enhance the exhaust system within the Sally Port at the Kane County Adult Justice Center, with a primary focus on improving air quality through increased ventilation. Currently, the Carbon Dioxide fans operate inefficiently, posing risks to both personnel and detainees. By implementing exhaust system improvements, the project aims to optimize ventilation, effectively reducing indoor air pollutants and enhancing overall air quality within the Sally Port facility. These upgrades not only prioritize the health and safety of individuals within the facility but also align with the objectives of the American Rescue Plan to promote public health and safety standards.</p> <p>This project will benefit Kane County by significantly improving the air quality and overall environment within the Sally Port. By addressing the inefficiencies in the Carbon Dioxide fans and implementing exhaust system improvements, the project ensures a healthier and safer environment for both personnel and detainees. Improved ventilation will help mitigate the risk of airborne pollutants and contaminants, thereby reducing health hazards and enhancing the well-being of all individuals within the facility. Through these enhancements, Kane County demonstrates its commitment to providing safe and secure facilities for its community members, aligning with the county's priorities for public health and safety.</p> <p>This project promotes equitable outcomes by ensuring that all individuals, including personnel and detainees, within the Kane County Jail's Sally Port facility, have access to a safer and healthier environment. By improving the exhaust system and addressing inefficiencies in the Carbon Dioxide fans, the project aims to mitigate health risks for all occupants, regardless of their role or status within the facility. This commitment to equitable infrastructure upgrades ensures that everyone within the Kane County Adult Justice Center is afforded the same level of protection and consideration for their well-being. Additionally, by utilizing American Rescue Plan funding for these improvements, Kane County demonstrates its commitment to investing in equitable enhancements that benefit the entire community.</p> <p>Estimated total cost of this project is \$120,000.00</p>	

<b>C</b>	<b>Proposed Program Risk Considerations and Requirements Summary</b>
<p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p>	

<b>D</b>	<b>Program Assessment Details</b>	
Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide		
<b>D.1</b>	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
<b>D.2</b>	Select SLFRF Expenditure Category	EC1
<b>D.3</b>	SLFRF Expenditure Category Description	1: Public Health
<b>D.4</b>	Select SLFRF Expenditure Subcategory	1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^
<b>D.5</b>	Additional SLFRF Expenditure Categories for consideration	N/A
<b>D.6</b>	Comments regarding additional SLFRF Expenditure Categories	N/A
<b>D.7</b>	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
<b>D.8</b>	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted
<b>D.9</b>	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
<b>D.10</b>	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	No
<b>D.11</b>	Is the proposed project an enumerated use?	Yes
<b>D.12</b>	Does the proposed project include subrecipients/beneficiaries?	No
<b>D.13</b>	What is the estimated number of subrecipients/beneficiaries?	N/A
<b>D.14</b>	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
<b>D.15</b>	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
<b>D.16</b>	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
<b>D.17</b>	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
<b>D.18</b>	Percentage of project estimated to be ARPA SLFRF eligible	100%
<b>D.19</b>	Does the proposed project include capital expenditures	Yes

<b>D.20</b>	Is the capital expenditure an enumerated use (Select One)	Yes - Installation and improvements of ventilation systems
<b>D.21</b>	Select the appropriate range of expected capital expenditures	Less than \$1 million
<b>D.22</b>	Is a Written Justification Required	No
<b>D.23</b>	Does the project include required programmatic data	No
<b>D.24</b>	Does the application indicate the program is designed to address equitable outcomes?	Yes

<b>E</b>	<p><b>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</b></p> <p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p> <p><b>1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, etc.):</b></p> <ul style="list-style-type: none"> <li>• "Enumerated eligible uses of funds in this category included: Vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations..." (2022 Final Rule pg. 4352)</li> <li>• " COVID-19 public health response and mitigation tactics. Recognizing the broad range of services and programming needed to contain COVID-19, the interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID-19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds. Enumerated eligible uses of funds in this category included [...] support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations" (2022 Final Rule pg. 4353)</li> </ul> <p>Final Rule relating to capital expenditures:</p> <ul style="list-style-type: none"> <li>• "Enumerated eligible uses: Responses presumed reasonably proportional. A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes... (i) Responding to the public health impacts of the public health emergency for purposes including: (A) COVID-19 mitigation and prevention in a manner that is consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including... mitigation and prevention practices in congregate settings...installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities." (2022 Final Rule pg. 4449)</li> </ul>
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**F** ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"

**F.1** Designating a Public Health Impact

n/a

**F.1a** **Guidance:** See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.

**F.2** Designating a Negative Economic Impact

n/a

**F.2a** **Guidance:** See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.

**F.3** Description of how proposed program addresses/responds to harm and is reasonable

n/a

**F.3a** **Guidance:** See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

<b>F.4</b>	<b>Assessment of whether identified industry is eligible</b> n/a
<b>F.4a</b>	<p><b>Guidance:</b> See Final Rule, 87 Fed Reg 4382. Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent. Specifically, a recipient should compare the percent change in the number of employees of the recipient’s identified industry and the national Leisure &amp; Hospitality sector in the three months before the pandemic’s most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule release (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021).</p> <p>If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies</p>

<b>G</b>	<b>Capital Expenditure Evaluations - Complete if Item 16 is marked as "Between \$1 m and \$10 m" or "Over 10 m"</b>
<b>G.1</b>	<p><b>1. Description of harm or need to be addressed</b> n/a</p>
<b>G.1a</b>	<p><b>Guidance:</b> See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide a description of the specific harm or need to be addressed, and why the harm was exacerbated or caused by the public health emergency. When appropriate, recipients may provide quantitative information on the extent and type of the harm, such as the number of individuals or entities affected.</p>
<b>G.2</b>	<p><b>2. Explanation of why a capital expenditure is appropriate</b> n/a</p>
<b>G.2a</b>	<p><b>Guidance:</b> See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be irremediable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.</p>

**3. Comparison of the proposed capital expenditure against alternative capital expenditures**

**G.3** a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified

n/a

**G.3a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.

**G.4** b. A comparison of the expected total cost of the capital expenditures

n/a

**G.4a** **Guidance:** See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

**H** **Equitable Outcomes - Complete if item 18 is populated with "Yes".**

**H.1** **Description of equitable outcome goal and how the proposed program expects to achieve this goal**

This commitment to equitable infrastructure upgrades ensures that everyone within the Kane County Adult Justice Center is afforded the same level of protection and consideration for their well-being. Additionally, by utilizing American Rescue Plan funding for these improvements, Kane County demonstrates its commitment to investing in equitable enhancements that benefit the entire community.

# COUNTY OF KANE

Kane County  
 Finance Department  
 Kathleen Hopkinson  
 Executive Director



Kane County Government Center  
 Building A  
 719 Batavia Avenue  
 Geneva, Illinois 60134  
 (630) 208-5132  
 hopkinsonkathleen@kanecountyil.gov

### Emergency Appropriation and/or Budget Transfer Request Form

<b>Department Name</b>	ARPA
<b>Date</b>	5.20.24
<b>Fund</b>	355
<b>Category</b> <i>(Personnel Services, Contractual Services, Commodities, or Capital)</i>	Contractual Services
<b>Increase or Decrease</b>	Budget Transfer
<b>Amount</b>	\$120,000 overall \$8,500 for FY24

**Requested Emergency Appropriation and/or Budget Transfer Description and Rationale** (please also attach draft resolution)

The Kane County Building Management Department has made a request in the amount of \$120,000 of SLFRF to fund Sally HVAC System Improvements at the Kane County Jail for the purpose of responding to the public health and negative economic impacts of the pandemic: \$8,500 was already expended in FY24 and the corresponding expenses will be reclassified from Fund #500 Capital Projects to Fund #355 ARPA. \$111,500 will be expensed from Fund #355 ARPA in FY25.

**Submitted by**

Signature of Elected Official or Department Executive Director

*Suzanne Fahnestock*

Date: May 20, 2024

ARPA Program Manager

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	355.800.66814.50150	\$8,500	\$8,500	
	500.800.805.50150			\$8,500
Commodities				
Capital	355.800.66814.72010		\$111,500	
Contingencies	355.800.668.85000			\$111,500
Transfers				

**Reviewed by**

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024



WHEREAS, in this resolution, the ARPC recommends the Kane County Board amends resolution 23-497 to authorize the making of a budget adjustment to the approved SLFRF amount of \$9,975,000 for the Kane County Addressing Behavioral Health Needs project to transfer budget of \$30,000 from GL #355.800.668110.50150 (Contractual/Consulting) to GL #355.800.668110.40000 (Salaries and Wages) for each of the Fiscal Years 2024, 2025 and 2026.

NOW, THEREFORE, BE IT RESOLVED the Kane County Board hereby amends resolution 23-497 and authorizes the making of a budget adjustment to the approved SLFRF amount of \$9,975,000 for the Kane County Addressing Behavioral Health Needs project to transfer budget of \$30,000 from GL #355.800.668110.50150 (Contractual/Consulting) to GL #355.800.668110.40000 (Salaries and Wages) for each of the Fiscal Years 2024, 2025 and 2026.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Years 2024, 2025 and 2026:

	2024	2025	2026	Total Project
355.800.668110.40000Salaries and Wages	\$30,000	\$30,000	\$30,000	\$90,000
355.800.668110.50150Contractual/Consulting	(\$30,000)	(\$30,000)	(\$30,000)	(\$90,000)

*Line Item: See Above*

*Line Item Description: See Above*

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

*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 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:





## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Ending Resolution 23-497 Authorizing The Use of State and Local Fiscal Recovery Funds to Fund Addressing Behavioral Health Needs of Kane County Residents for the Kane County Health 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: SLFRF	

### **Summary:**

The American Rescue Plan Committee recommends that the Kane County Board amend Resolution 23-497 and authorize the making of a budget adjustment to the approved SLFRF amount of \$9,975,000 for the Kane County Addressing Behavioral Health Needs project to transfer budget of \$30,000 from GL #355.800.668110.50150 (Contractual/Consulting) to GL #355.800.668110.40000 (Salaries and Wages) for each of the Fiscal Years 2024, 2025 and 2026.



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

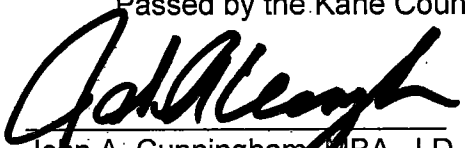
WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$9,975,000 to fund the Addressing Behavioral Health Needs of Kane County Residents for the Kane County Health Department, to be spent during the ARPA period of performance and in accordance with the ARPA, 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.

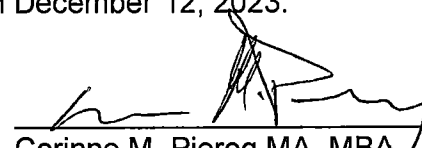
NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Health Department use of State and Local Fiscal Recovery Funds in the amount of \$9,975,000 to be used for Addressing Behavioral Health Needs of Kane County Residents, in accordance with the American Rescue Plan 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

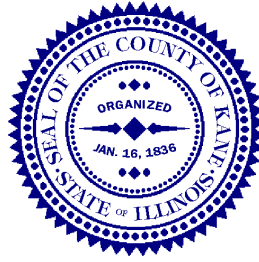
  
Corinne M. Pierog MA, MBA  
Chairman, County Board  
Kane County, Illinois

Vote:

PASSED

# COUNTY OF KANE

Kane County  
 Finance Department  
 Kathleen Hopkinson  
 Executive Director



Kane County Government Center  
 Building A  
 719 Batavia Avenue  
 Geneva, Illinois 60134  
 (630) 208-5132  
 hopkinsonkathleen@kanecountyil.gov

## Emergency Appropriation and/or Budget Transfer Request Form

<b>Department Name</b>	ARPA
<b>Date</b>	5.20.24
<b>Fund</b>	355
<b>Category</b> ( <i>Personnel Services, Contractual Services, Commodities, or Capital</i> )	Personnel, contractual,
<b>Increase or Decrease</b>	Budget transfer from Contractual to Personnel Services
<b>Amount</b>	\$30,000 per FY24,25,26

**Requested Emergency Appropriation and/or Budget Transfer Description and Rationale** (please also attach draft resolution)

The American Rescue Plan Committee recommends that the Kane County Board amend Resolution 23-497 and authorize the making of a budget adjustment to the approved SLFRF amount of \$9,975,000 for the Kane County Addressing Behavioral Health Needs project to transfer budget of \$30,000 from GL #355.800.668110.50150 (Contractual/Consulting) to GL #355.800.668110.40000 (Salaries and Wages) for each of the Fiscal Years 2024, 2025 and 2026

**Submitted by**

Signature of Elected Official or Department Executive Director

*Suzanne Fahnestock*

Date **May 20, 2024**

Category	Account	Approved Budget	Debit	Credit
Personnel Services	355.800.668110.40000	\$30,000	\$30,000	
Contractual Services	355.800.668110.50150	\$30,000		\$30,000
Commodities				
Capital				

**Reviewed by**

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024



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.

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

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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

### **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: \$220,000.00
If not budgeted, explain funding source: SLFRF	

### **Summary:**

The Kane County American Rescue Plan Committee recommends the Kane County Board authorize \$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 Regualtions 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.

**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: \_\_\_\_\_

Name:

Title:



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, to ensure the best allocation of the County's SLFRF, the Kane County American Rescue Plan Program Manager has indicated that it will be necessary to allocate an additional \$1,082,034 (One Million Eighty-Two Thousand Thirty-Four Dollars) to compensate Ernst & Young LLP through April 30, 2027 for the services related to the planning, accounting, distribution, and reporting of SLFRF; and

WHEREAS, the ARPC recommends that the County Board allocates an additional \$1,082,034 (One Million Eighty-Two Thousand Thirty-Four Dollars) of the County's SLFRF to compensate Ernst & Young LLP through the end of the American Rescue Plan grant for the services related to the planning, accounting, distribution and reporting of SLFRF; and

WHEREAS, the attached amendment ("Exhibit C") to the previously executed agreement 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 by 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, attached hereto as Exhibit C, for the services related to the planning, accounting, distribution, and reporting of SLFRF in compliance with applicable Federal and State laws, which increases the total not to exceed amount for the ARPA engagement by \$1,082,034 (One Million Eighty-Two Thousand Thirty Four Dollars) through the end of the American Rescue Plan grant, with all invoices to be approved by ARP Program Manager.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY the Kane County Board that \$1,082,034 (One Million Eighty-Two Thousand Thirty-Four 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 the planning, accounting, distribution, and reporting of SLFRF, 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	\$1,082,034
355.800.668.8500	Allowance for Budget Expense	(\$1,082,034)

Line Item: See Above

Line Item Description: See Above

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

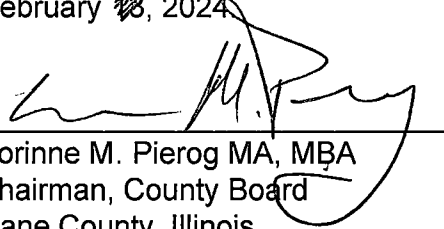
Are funds currently available for this Personnel/Item/Service in the specific line item? No

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

Passed by the Kane County Board on February <sup>27</sup>~~18~~, 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

COUNTY OF KANE

RESOLUTION NO. 21 - 508

**AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES OF A CONSULTING FIRM  
TO ASSIST IN PLANNING, ACCOUNTING, DISTRIBUTION AND REPORTING OF  
AMERICAN RESCUE PLAN ACT FUNDS AND CORRESPONDING BUDGET ADJUSTMENT**

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to the Coronavirus pandemic; and

WHEREAS, the County of Kane will receive a total of \$103,413,041.00 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) in ARPA funding from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and has received its first payment of funds, in the amount of \$51,706,520.50 (Fifty-One Million, Seven Hundred Six Thousand, Five Hundred Twenty Dollars and Fifty Cents), and

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

WHEREAS, SLFRF may be used to cover administrative expenses, including a consultant, pursuant to ARPA; and

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

WHEREAS, the work of the APRC will require the professional services of a certified and licensed consulting firm, over and above current staff resources; and

WHEREAS, it is in the best interests of the County to engage the services of a consulting firm to assist in the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws; and

WHEREAS, the County has issued a request for proposal (RFP 39-021) to identify a consulting firm to provide such professional services and assist in planning, accounting, distribution and reporting of SLFRF received pursuant to ARPA on behalf of Kane County; and

WHEREAS, the County received five (5) responses from consulting firms to RFP 39-021; and

WHEREAS, the Chair of the American Rescue Plan Committee, in consultation with the County Board Chairman, pursuant to resolution 21-381 conducted an interview and hiring process involving the five (5) consulting firms, and selected the most qualified firm, Ernst & Young LLP and

WHEREAS, the consulting firm Ernst & Young LLP wishes to enter into an agreement with the County for the purpose of assisting with the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws for a period of up to 5 (five) years; and

WHEREAS, the terms and expected expenditure under the agreement are not final, but the expenditure will in no case exceed \$1,000,000 (One Million dollars) with all invoices to be approved by the County Board, unless further authorization is given by the Kane County Board; and

WHEREAS, it is estimated that expenditures under the agreement may be \$649,604 during the first six (6) months of the engagement; and

WHEREAS, the attached agreement ("Exhibit A") is a draft agreement, subject to minor modifications, as agreed by County representatives, and with a final draft to be prepared with approval by the State's Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board that the County Board Chairman is authorized to enter into 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 to execute all documents related to the engagement of said firm, in a form to be approved by the State's Attorney's Office.

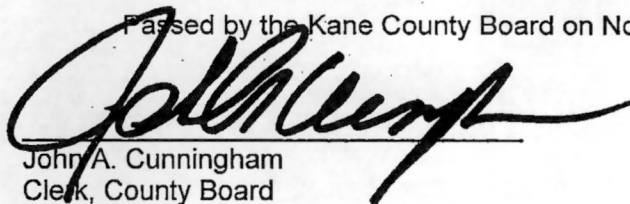
NOW, THEREFORE, BE IT FURTHER RESOLVED, that \$1,000,000 of the SLFRF funds received by the County shall be allocated to the funding of the professional services agreement with the selected consulting firm, pursuant to ARPA, and that the following budget adjustment be made to the Fiscal Year 2021 budget:

Account	Description	Amount
355.800.66871.50150	ARP Admin: Contractual -Ernst & Young	+\$100,000
355.800.668.85000	ARP: Contingency	-\$100,000

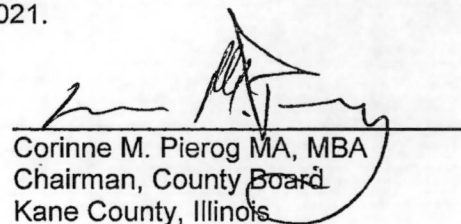
NOW, THEREFORE, BE IT FURTHER RESOLVED, that the following budget adjustment be made to the Fiscal Year 2022 budget:

Account	Description	Amount
355.800.66871.50150	ARP Admin: Contractual -Ernst & Young	+\$549,604
355.800.000.39900	ARP: Cash on Hand	+\$549,604

Passed by the Kane County Board on November 9, 2021.



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



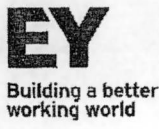
Corinne M. Pierog MA, MBA  
 Chairman, County Board  
 Kane County, Illinois

Vote:  
 [Unanimous]

21-11 Consult ARPA



ATTACH TO RAS.  
# 21-508



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

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

[DRAFT]

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

November XX, 2021

Dear \_\_\_\_\_:

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 [replace with EY facsimile signature when final]

AGREED:

County of Kane

By: \_\_\_\_\_  
[Name and Title]

Exhibit A

## 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

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](http://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 16<sup>th</sup> 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

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.

## Statement of Work

This Statement of Work, dated October 4, 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 9, 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).

- ▶ 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.



- 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

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.

### 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:

<u>Rank</u>	<u>Hourly rate</u>
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.

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

Ernst & Young LLP [replace with EY facsimile signature when final]

County of Kane

By: \_\_\_\_\_  
Name:  
Title:

Accepted by:

[Addressee]

By: \_\_\_\_\_

**Third Amendment to Statement of Work**

This amendment, dated Month XX, 2024 (this “Third Amendment”) amends the Statement of Work, dated, November 11, 2021, as amended by the Second Amendment, (the “Amended SOW” and as modified by this Third 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 Third Amendment shall apply only to the Services covered by this Third Amendment and the Amended SOW, and not to the Services covered by the First Amendment.

The purpose of this Third Amendment is to add \$1,082,034 to the Amended SOW not to exceed amount of \$1,900,000 for a revised total not to exceed amount of \$2,982,034 for services performed between November 9, 2021 and April 30, 2027. For the below amendments in this Third 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.

**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 Amended SOW, we shall perform the following additional services (such additional services, together with the services described in the Amended 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.

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- ▶ Evaluate subrecipient risk assessments and assisting in drafting subrecipient agreements.
- ▶ Provide analysis of expenditures/payments to the subrecipient administering the program
- ▶ 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.

**Timetable and Termination**

Under this section, the Amended SOW language “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” is amended to provide “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 April 30, 2027.”

**Fees**

Under this section, the Amended SOW language “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” is amended to “The estimated fees begin in November 9, 2021 and extend through April 30, 2027. The fees associated with 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.”

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EXHIBIT C

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:

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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, the Kane County American Rescue Plan Program Manager has indicated that it will be necessary to allocate 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, the ARPC recommends that the County Board allocates an additional \$900,000 (Nine Hundred Thousand Dollars) of the County's SLFRF to compensate Ernst & Young LLP through December 2024 for the services related to the planning, accounting, distribution, and reporting of SLFRF; and

WHEREAS, the attached amendment ("Exhibit B") to the previously executed agreement 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 by the Kane County Board that the County Board Chairman is authorized to execute an amendment to the professional services agreement with Ernst & Young LLP, for the services related to the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws, which increases the total not to exceed amount for the ARPA engagement by \$900,000 (Nine Hundred Thousand Dollars), with all invoices to be approved by the County Board.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY the Kane County Board that \$900,000 (Nine Hundred 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 the planning, accounting, distribution, and reporting of SLFRF, 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 2023 budget:

\$360,000	355.800.66871.50150	Contractual Consulting Services
(\$360,000)	355.800.668.85000	Allowance for Budget Expense

Line Item: 355.800.66871.50150

Line Item Description: Contractual/Consulting

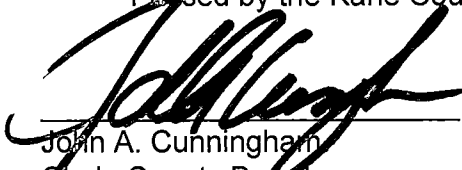
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

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?

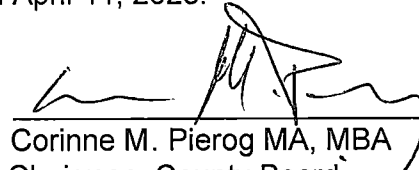
355.800.668.85000- Allowance for Budget Expense

Passed by the Kane County Board on April 11, 2023.



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



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

Vote:

passed

Ex. A to  
#23-139

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 21 - 508

**AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES OF A CONSULTING FIRM TO ASSIST IN PLANNING, ACCOUNTING, DISTRIBUTION AND REPORTING OF AMERICAN RESCUE PLAN ACT FUNDS AND CORRESPONDING BUDGET ADJUSTMENT**

WHEREAS, the Congress of the United States has enacted the American Rescue Plan Act ("ARPA") to provide economic relief to State, Local, and Tribal governments responding to the Coronavirus pandemic; and

WHEREAS, the County of Kane will receive a total of \$103,413,041.00 (One Hundred Three Million, Four Hundred Thirteen Thousand, Forty-One Dollars) in ARPA funding from the United States Department of the Treasury, in State and Local Fiscal Recovery Funds ("SLFRF") pursuant to ARPA, and has received its first payment of funds, in the amount of \$51,706,520.50 (Fifty-One Million, Seven Hundred Six Thousand, Five Hundred Twenty Dollars and Fifty Cents), and

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

WHEREAS, SLFRF may be used to cover administrative expenses, including a consultant, pursuant to ARPA; and

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

WHEREAS, the work of the ARPC will require the professional services of a certified and licensed consulting firm, over and above current staff resources; and

WHEREAS, it is in the best interests of the County to engage the services of a consulting firm to assist in the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws; and

WHEREAS, the County has issued a request for proposal (RFP 39-021) to identify a consulting firm to provide such professional services and assist in planning, accounting, distribution and reporting of SLFRF received pursuant to ARPA on behalf of Kane County; and

WHEREAS, the County received five (5) responses from consulting firms to RFP 39-021; and

WHEREAS, the Chair of the American Rescue Plan Committee, in consultation with the County Board Chairman, pursuant to resolution 21-381 conducted an interview and hiring process involving the five (5) consulting firms, and selected the most qualified firm, Ernst & Young LLP and

WHEREAS, the consulting firm Ernst & Young LLP wishes to enter into an agreement with the County for the purpose of assisting with the planning, accounting, distribution, and reporting of SLFRF in compliance and in accordance with applicable Federal and State laws for a period of up to 5 (five) years; and

EXHIBIT A

WHEREAS, the terms and expected expenditure under the agreement are not final, but the expenditure will in no case exceed \$1,000,000 (One Million dollars) with all invoices to be approved by the County Board, unless further authorization is given by the Kane County Board; and

WHEREAS, it is estimated that expenditures under the agreement may be \$649,604 during the first six (6) months of the engagement; and

WHEREAS, the attached agreement ("Exhibit A") is a draft agreement, subject to minor modifications, as agreed by County representatives, and with a final draft to be prepared with approval by the State's Attorney's Office.

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board that the County Board Chairman is authorized to enter into 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 to execute all documents related to the engagement of said firm, in a form to be approved by the State's Attorney's Office.

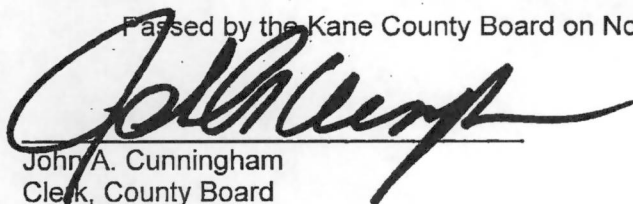
NOW, THEREFORE, BE IT FURTHER RESOLVED, that \$1,000,000 of the SLFRF funds received by the County shall be allocated to the funding of the professional services agreement with the selected consulting firm, pursuant to ARPA, and that the following budget adjustment be made to the Fiscal Year 2021 budget:

Account	Description	Amount
355.800.66871.50150	ARP Admin: Contractual -Ernst & Young	+\$100,000
355.800.668.85000	ARP: Contingency	- \$100,000

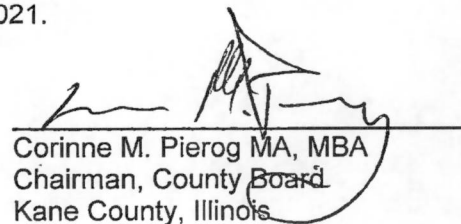
NOW, THEREFORE, BE IT FURTHER RESOLVED, that the following budget adjustment be made to the Fiscal Year 2022 budget:

Account	Description	Amount
355.800.66871.50150	ARP Admin: Contractual -Ernst & Young	+\$549,604
355.800.000.39900	ARP: Cash on Hand	+ \$549,604

Passed by the Kane County Board on November 9, 2021.



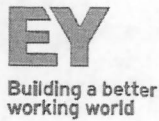
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois



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

Vote:  
[Unanimous]

21-11 Consult ARPA



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: \_\_\_\_\_

Board Chair Pierog

*[Handwritten signature]* *November 15, 2021*

## 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

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](http://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 16<sup>th</sup> 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



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

This page is intentionally blank.

## 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.

- 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

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.

**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:

<u>Rank</u>	<u>Hourly rate</u>
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 May2022 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.



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

*Ernst + Young LLP*

County of Kane

By: *[Signature]*

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

- ▶ 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

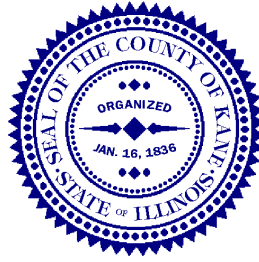
By: \_\_\_\_\_  
Gary Burke  
Partner

County of Kane

By: \_\_\_\_\_  
Name:  
Title:

# COUNTY OF KANE

Kane County  
 Finance Department  
 Kathleen Hopkinson  
 Executive Director



Kane County Government Center  
 Building A  
 719 Batavia Avenue  
 Geneva, Illinois 60134  
 (630) 208-5132  
 hopkinsonkathleen@kanecountyil.gov

## Emergency Appropriation and/or Budget Transfer Request Form

<b>Department Name</b>	ARPA
<b>Date</b>	5.20.2024
<b>Fund</b>	355
<b>Category</b> ( <i>Personnel Services, Contractual Services, Commodities, or Capital</i> )	Contractual
<b>Increase or Decrease</b>	Increase
<b>Amount</b>	\$220,000

**Requested Emergency Appropriation and/or Budget Transfer Description and Rationale** (please also attach draft resolution)

Fourth Amendment to the professional services agreement with Ernst & Young LLP  
 Compliance with United State Code of Federal Regulations 2 CFR 200

**Submitted by**

Signature of Elected Official or Department Executive Director

*Suzanne Fahnestock*

May 20.2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	355.800.66871.50150	\$220,000	\$220,000	
Commodities				
Capital				
Contingency	355.800.668.85000	\$220,000		\$220,000

**Reviewed by**

Emergency Appropriation has been reviewed by Finance Department

Executive Director *Kathleen Hopkinson* Date 5-23-2024



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

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

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

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Establishing The Transfer Of American Rescue Plan Act Grant Staff Management And Functions From The County Board Office To The Finance Department

### **Committee Flow:**

American Rescue Plan Committee, Executive Committee, County Board

### **Contact:**

Jamie Loblillo, 630.208.3836

### **Budget Information:**

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

### **Summary:**

This resolution approves placing the ARPA staff in the Finance Department. The Department currently is placed in the County Board Office for Administrative purposes only. This move will help with support and compliance for the staff and program. There is no change in funding with this resolution.