



Kane County

KC American Rescue Plan Committee

Agenda

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

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

Wednesday, September 27, 2023	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: August 23, 2023
5. Public Comment (Agenda Items)
6. Discussion Items:
 - A. Program Manager Update
 - B. Other Committee Matters
7. New Business
 - A. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund an Access Control Program for the Kane County Building Management Department
 - B. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Kane County Manufacturing and Sustainability Fund for the Kane County Development and Community Services Department
 - C. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Mobile Operations Command Post for the Kane County Office of Emergency Management
 - D. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Counseling Needs and Meeting Increased Demand for the Kane County Child Advocacy Center
 - E. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Kane County Tourism Recovery and Promotion for a Sustainable Future Fund for the Kane County Development and Community Services Department
 - F. **Resolution:** Authorizing the ARPA Program Manager to Approve Invoices from Ernst & Young LLP for Professional Services Related to the ARPA Program

- 8. Old Business**
- 9. Executive Session (if needed)**
- 10. Public Comment (Non-Agenda Items)**
- 11. Adjournment**

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

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

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

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

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

Line Item: See above

Line Item Description: See above

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

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

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

See Above

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund an Access Control Program for the Kane County Building Management Department

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$700,000.00
If not budgeted, explain funding source: 355.800.66813.70120	

Summary:

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

A Proposed Program Name

Kane County Government - Access Control Program

B Proposed Program Summary

Develop and implement a county wide access control program. This would include a master lock and key schedule to get all buildings on one lock hardware system as well as on proximity card access system.

Questions:

1. Can you please explain how implementing a new access control program will help the County respond to the pandemic?

Limiting Physical Interactions: By implementing an access control program, the County will have a central location and database for addressing access to facilities and will be able to better manage and restrict physical access to buildings, and rooms. This will help reduce the number of people entering and exiting these spaces, minimizing the risk of virus transmission. The program will ensure that only authorized personnel have access to specific areas, reducing unnecessary contact and interactions.

Track and Trace: Modern access control systems often include features that allow administrators to track who enters and exits specific areas and at what times. This data will be valuable for contact tracing efforts in case a COVID-19 exposure occurs. If someone who tested positive for the virus has accessed a particular location, the County will be capable of identifying potential contacts and take appropriate measures to mitigate the spread.

Customized Access Levels: Access control systems will be configured to provide different levels of access to different personnel based on their roles and responsibilities. This will help enforce social distancing measures by limiting access to certain areas to only those who truly need to be there. For instance, administrative staff might not need access to the same areas as frontline workers, reducing congestion and interactions.

Flexibility and Adaptability: Access control programs will be adjusted and adapted quickly as pandemic conditions change and will allow for restricting access to spaces at remote facilities. If there's a need to tighten restrictions or grant temporary access to specific individuals (such as for maintenance purposes), the system will be updated accordingly.

Enhanced Safety Measures: Access control systems will be used to monitor and control access to critical infrastructure. By limiting access to authorized personnel only, the County will prevent unauthorized individuals from tampering with or compromising critical systems. This will help maintain the functionality of vital services, especially during times of crisis.

2.A. Would the new access control program provide protection of critical infrastructure such as treatment works?

Yes, the new access control program will provide protection to critical infrastructure like treatment works. By limiting access to authorized personnel, the program will prevent unauthorized individuals from tampering with equipment or systems that are essential for public health and safety.

2.B Will the locks and access cards strengthen cybersecurity?

Access control programs that use modern technology, such as access cards and electronic locks, will contribute to cybersecurity efforts. They will help ensure that only authorized individuals can access sensitive areas or equipment, reducing the risk of unauthorized individuals gaining physical access and potentially compromising cybersecurity measures.

3. What types of buildings/rooms will these locks restrict access to?

The locks and access control system will restrict access to a variety of buildings and rooms. It will provide assurance of entrance into the space, as it would allow us to remove hard key access to the space outside of emergency situation, including government offices, medical facilities, emergency response centers, storage rooms for medical supplies, points of access into the facilities, and any other areas deemed necessary for pandemic response and control.

4. How will this program address equitable outcomes?

To ensure equitable outcomes, the access control program will be implemented with considerations for fairness and accessibility. Implementation of this system will allow for ADA access through the card for needed users. The access control policies will be transparent and communicated clearly to all personnel. Special attention will be given to avoid discriminatory practices and ensure that essential workers and support staff have appropriate access to the areas they require to carry out their duties effectively. Additionally, any digital components of the system will be designed with accessibility in mind, ensuring that all authorized personnel will be able to use the system regardless of their abilities.

C Proposed Program Risk Considerations and Requirements Summary

Access Control systems may be eligible as a technological system to support the County's ability to conduct contact tracing in the event of an outbreak. It could also be eligible as an increased administrative burden incurred as a result of the pandemic. Due to the pandemic the County needed to be able to identify who had been in contact with each other. Being able to pull a report of who accessed each facility at each time would defray the additional administration associated with contact tracing.

D Program Assessment Details

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

D.1	Select the appropriate broad SLFRF category applicable to this project	Providing government services to the extent of revenue loss due to the pandemic
D.2	Select SLFRF Expenditure Category	EC1
D.3	SLFRF Expenditure Category Description	1: Public Health
D.4	Select SLFRF Expenditure Subcategory	1.3 COVID-19 Contact Tracing^
D.5	Additional SLFRF Expenditure Categories for consideration	3.5 Public Sector Capacity: Administrative Needs

D.6	Comments regarding additional SLFRF Expenditure Categories	Access Control would simplify the County's maintenance of access control and locks.
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?	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	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

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items D.1 through D.6</p> <p>Access Control systems may be eligible as a technological system to support the County's ability to conduct contact tracing in the event of an outbreak. It could also be eligible as an increased administrative burden incurred as a result of the pandemic. Due to the pandemic the County needed to be able to identify who had been in contact with each other. Being able to pull a report of who accessed each facility at each time would defray the additional administration associated with contact tracing.</p> <p>1.3: Covid-19 Contact Tracing</p> <ul style="list-style-type: none"> • "(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 vaccination programs and incentives; testing programs; contact tracing; isolation and quarantine; mitigation and prevention practices in congregate settings;" (pg. 4449) <p>3.5: Public Sector Capacity Administrative Needs</p> <ul style="list-style-type: none"> • "Technology infrastructure resources to improve access to and the user experience of government information technology systems, including upgrades to hardware and software as well as improvements to public-facing websites or to data management systems, to increase public access and improve public delivery of government programs and services (including in the judicial, legislative, or executive branches)." (P. 4388) • "This also includes using funds for increased repair or maintenance needs to respond to significantly greater use of public facilities during the pandemic (e.g., increased use of parks resulting in damage or increased need for maintenance)." (P. 4388-4389) • "The final rule maintains the interim final rule's provision that allows for broader modernization of cybersecurity, including hardware, software, and protection of critical infrastructure as an eligible provision of government services, to the extent of revenue loss due to the pandemic, under sections 602(c)(1)(C) and 603(c)(1)(C)." (P. 4422) • "Treasury highlights that recipients are subject to the prohibition on use of grant funds to procure or obtain certain telecommunications and video surveillance services or equipment as outlined in 2 CFR 200.216 and 2 CFR 200.471 and clarifies that modernization of cybersecurity for existing and new broadband networks are eligible uses of funds under sections 602(c)(1)(D) and 603(c)(1)(D)." (P.4418)
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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**

The Access Control program would enable the County to respond to a potential outbreak at a government facility.

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

Limiting Physical Interactions: By implementing an access control program, the County will have a central location and database for addressing access to facilities and will be able to better manage and restrict physical access to buildings, and rooms. This will help reduce the number of people entering and exiting these spaces, minimizing the risk of virus transmission. The program will ensure that only authorized personnel have access to specific areas, reducing unnecessary contact and interactions.

Track and Trace: Modern access control systems often include features that allow administrators to track who enters and exits specific areas and at what times. This data will be valuable for contact tracing efforts in case a COVID-19 exposure occurs. If someone who tested positive for the virus has accessed a particular location, the County will be capable of identifying potential contacts and take appropriate measures to mitigate the spread.

Customized Access Levels: Access control systems will be configured to provide different levels of access to different personnel based on their roles and responsibilities. This will help enforce social distancing measures by limiting access to certain areas to only those who truly need to be there.

Flexibility and Adaptability: Access control programs will be adjusted and adapted quickly as pandemic conditions change and will allow for restricting access to spaces at remote facilities. If there's a need to tighten restrictions or grant temporary access to specific individuals (such as for maintenance purposes), the system will be updated accordingly.

Enhanced Safety Measures: Access control systems will be used to monitor and control access to critical infrastructure. By limiting access to authorized personnel only, the County will prevent unauthorized individuals from tampering with or compromising critical systems. This will help maintain the functionality of vital services, especially during times of crisis.

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 D.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**

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 irreparable 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 D.24 is populated with "Yes".**

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

To ensure equitable outcomes, the access control program will be implemented with considerations for fairness and accessibility. Implementation of this system will allow for ADA access through the card for needed users. The access control policies will be transparent and communicated clearly to all personnel. Special attention will be given to avoid discriminatory practices and ensure that essential workers and support staff have appropriate access to the areas they require to carry out their duties effectively. Additionally, any digital components of the system will be designed with accessibility in mind, ensuring that all authorized personnel will be able to use the system regardless of their abilities.

value to their business. All manufacturers located in Kane County which receive assessments from IMEC, which qualify as small businesses under the ARPA SLFRF definition, and can demonstrate a public health or economic harm are eligible. As part of the services it offers, IMEC (Illinois Manufacturing Excellence Center) provides small and mid-sized manufacturers (SMMs) in Illinois technical assistance and expertise to solve many issues they face in the COVID-19 era. This fund is designed to remove the various hurdles in funding and know-how so SMMs can recovery from COVID-19 setbacks and embrace new technologies in their products and processes for a sustainable future; and

WHEREAS, the Development and Community Services Department seeks to partner with IMEC to administer this project; and

WHEREAS, IMEC is the U.S. Department of Commerce NIST Manufacturing Extension Partnership Center for Illinois. IMEC assists Illinois manufacturers through its technical assistance and support services. IMEC is a team of improvement specialists dedicated to providing manufacturers in Illinois with the tools and techniques to excel and compete globally. In 2022 alone, IMEC assisted over 1,900 manufacturers and worked with its extensive ecosystem of partners, ranging from manufacturing associations to economic development centers and workforce boards, to ensure manufacturers had the resources and technical assistance they required.; 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 Development and Community Services Department's request for SLFRF for Kane County Manufacturing and Sustainability Fund for the purpose of responding to the COVID-19 public emergency or its negative economic impacts and completed an assessment regarding the project's eligibility under the U.S. Department of Treasury's Rules and regulations, Section EC-1: Public Health, EC Subcategory 1.8 (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$1,040,000 (One Million Forty-Thousand Dollars) to fund the Kane County Manufacturing and Sustainability Fund for the Kane County Development and Community Services 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 Development and Community Services Department use of State and Local Fiscal Recovery Funds in the amount of \$1,040,000 (One Million Forty-Thousand Dollars) to be used for the Kane County Manufacturing and Sustainability Fund, 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 to execute a grant agreement with Illinois Manufacturing Excellence Center in the amount of \$1,040,000 (One Million and Forty Dollars) of SLFRF, based on the proposal attached as Exhibit B , to be distributed in accordance with the terms established pursuant to the grant agreement attached as Exhibit C, with final form of each respective grant agreement subject to approval by the State's Attorney's Office. The general ledger account for the Fiscal Year 2024 budget will be 355.800.668.85000 Allowance for Budget Expense.

FY2024	\$600,000	Lighthouse Manufacturing (20 companies @ \$30,000 each)
FY2024	\$400,000	Expanding Talent Pipelines (Events, assessment & technical assistance vouchers)
FY2024	\$40,000	Program Outreach and Administration (Administration)

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Kane County Manufacturing and Sustainability Fund for the Kane County Development and Community Services 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: \$1,040,000
If not budgeted, explain funding source: Various Accounts	

Summary:

This resolution authorizes the Kane County Development and Community Services Department use of State and Local Fiscal Recovery Funds in the amount of \$1,040,000 (One Million Forty-Thousand Dollars) to be used for the Kane County Manufacturing and Sustainability Fund, 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

Kane County Manufacturing Recovery and Sustainability Fund

B Proposed Program Summary

The Kane County Kane County Manufacturing Sustainability and Recovery Fund will provide additional financial assistance for Kane County manufacturers to receive supports for recovery from COVID-19, develop practices for economic sustainability, and increase their competitive advantage. Manufacturers located in Kane County which apply for, and are given, technical assessments from the Illinois Manufacturing Excellence Center (IMEC), would be eligible for an additional \$25,000 from Kane County to reimburse eligible expenses associated for implementing recommendations by IMEC to improve, alter and add value to their business. All manufacturers located in Kane County which receive assessments from IMEC, which qualify as small businesses under the ARPA SLFRF definition, and can demonstrate a public health or economic harm are eligible.

As part of the services it offers, IMEC (Illinois Manufacturing Excellence Center) provides small and mid-sized manufacturers (SMMs) in Illinois technical assistance and expertise to solve many issues they face in the COVID-19 era. This fund is designed to remove the various hurdles in funding and know-how so SMMs can recovery from COVID-19 setbacks and embrace new technologies in their products and processes for a sustainable future.

C Proposed Program Risk Considerations and Requirements Summary

The Kane County Manufacturing Recovery and Sustainability Fund (the Program) is a program designed to provide funding for an enumerated use for Small Business Assistance. As such, specific analysis to identify the negative economic impact for the industry is not required as it is presumed that small businesses were negatively impacts by the COVID-19 pandemic in Treasury's guidance. The risk that this program would not be accepted as an allowable use of SLFRF is low. The Program may be eligible under expenditure category EC 1.8 - Small Business Assistance.

The inclusion of IMEC as a subrecipient passthrough entity presents an increased risk as compared to the County administering the program directly. The County will be responsible for monitoring IMEC "to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved." (2 CFR The County is aware that IMEC is administering a similar program for McHenry County. The County should mitigate this increased risk by entering into a subrecipient agreement with IMEC that includes all relevant terms and conditions required for subrecipients required by 2 CFR 200, including the ability for the County to recoup miss-spent funds; requiring IMEC to report results on at least a quarterly basis (to facility the County in meeting its reporting requirements to Treasury); and developing and implementing monitoring procedures over IMEC's program. To further mitigate the County's risk, the County should consider specifying requirements for IMEC's program in the subrecipient agreement to ensure that the design of the IMEC program is compliant with ARPA SLFRF requirements and the County's goals for the program.

Other considerations: None. The Program is not expected to result in any ongoing expenses beyond the ARPA SLFRF expenditure period. Further, the Program does not currently contemplate capital expenditures. If capital expenditures are included as an eligible use of funds during Program implementation, this risk assessment should be updated to complete the capital expenditures analysis below.

Note: The Program may also be eligible under expenditure category EC 2.30 Technical Assistance, Counseling, or Business Planning. Program may also be eligible under expenditure category EC 2.37 Economic Impact Assistance: Other. This election would be necessary to include SMMs in the program who do not qualify as a small business. If such an election is made, this assessment would need to be re-performed and additional documentation regarding the County's identification of the negative economic impact and designation of the Manufacturing industry as an impacted industry would be required.

D Program Assessment Details

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

D.1	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
D.2	Select SLFRF Expenditure Category	EC1
D.3	SLFRF Expenditure Category Description	1: Public Health
D.4	Select SLFRF Expenditure Subcategory	1.8 COVID-19 Assistance to Small Businesses^
D.5	Additional SLFRF Expenditure Categories for consideration	EC 2.3 - Technical Assistance, Counseling, or Business Planning
D.6	Comments regarding additional SLFRF Expenditure Categories	If the County determines that the program is intended to address a Negative Economic Impact instead of an public health impact, EC 2.3 would be the more appropriate selection.
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?	Yes
D.11	Is the proposed project an enumerated use?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	Yes
D.13	What is the estimated number of subrecipients/beneficiaries?	30-40
D.14	Will the County be using a partner/subrecipient to administer the program?	Yes
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	Not Applicable
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	Not Applicable
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	Yes
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E	ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6
	Per review of the Proposed Program Summary and analysis of the Treasury's final rule (Final Rule, 87 Fed Reg 4338 - 4454), the Kane County Manufacturing Recovery and Sustainability Fund may be eligible under expenditure category EC 1.8 - Small Business Assistance. Specifically, the final rule provided that recipients may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency, including: • Loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure; • Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics; and • Technical assistance, counseling, or other services to assist with business planning needs (emphasis added). (See Final Rule, 87 Fed Reg 4377 and 4379).

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
	Not Required at a program level - The final rule provides a non-exhaustive list of enumerated eligible uses for assistance to small businesses that are impacted or disproportionately impacted by the pandemic. Further, within Assistance to Small Business, a recipient may also identify a negative economic impact experienced by small businesses and design and implement a response to that negative economic impact, beyond the uses specifically enumerated in the final rule, according to the standard described in the section Standards: Identifying a Negative Economic Impact. A recipient may also identify small businesses that have been disproportionately impacted by the public health emergency and design and implement a program that responds to the source of that disproportionate impact. (See Final Rule, 87 Fed Reg 4377).
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
	Not Required at a program level - The final rule provides a non-exhaustive list of enumerated eligible uses for assistance to small businesses that are impacted or disproportionately impacted by the pandemic. Further, within Assistance to Small Business, a recipient may also identify a negative economic impact experienced by small businesses and design and implement a response to that negative economic impact, beyond the uses specifically enumerated in the final rule, according to the standard described in the section Standards: Identifying a Negative Economic Impact. A recipient may also identify small businesses that have been disproportionately impacted by the public health emergency and design and implement a program that responds to the source of that disproportionate impact. (See Final Rule, 87 Fed Reg 4377).
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 - As the program is designed to be small business assistance, an analysis of the industry impact is not required. Kane County should ensure that the program run by IMEC appropriately considers the impact on the small business awarded grants through this program. Programs or services in this category must respond to a harm experienced by a small business or class of small businesses as a result of the public health emergency. To identify impacted small businesses and necessary response measures, recipients may consider impacts such as lost revenue or increased costs, challenges covering payroll, rent or mortgage, or other operating costs, the capacity of a small business to weather financial hardships, and general financial insecurity resulting from the public health emergency. (See Final Rule 87 Fed Reg 4377).

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 18 is populated with "Yes".**H.1** Description of equitable outcome goal and how the proposed program expects to achieve this goal

This program will address equity by assisting manufacturers to recover and grow their business, allowing for retention and creation of good paying jobs throughout the county. Manufacturers currently report a worker shortage with many positions going unfilled. IMEC and Kane County work with Elgin and Waubesa Community Colleges, local high schools, and many other local partners for advertising, training and filling those open positions. Manufacturing jobs have an average annual pay of \$58,812. High paying jobs and job security greatly reduce the negative impacts of financial stress, improve mental and physical health, and reduces housing and food insecurity. Improving economic conditions now and for the future. Low-paying jobs, unaffordable housing and limited access to services are realities and threats facing low income residents and communities of color as shared by participants in community sessions conducted by the Kane County Health Department. The Community Health Survey conducted by the Kane County Health Department concluded that the Economy was ranked by survey respondents as the most urgent quality of life issue in Kane County (26.0% of survey respondents).

PROJECT DESCRIPTION

Over 700 manufacturers call Kane County home. Ninety-nine percent of these companies are local, family owned small and mid-sized enterprises. These manufacturers and their workforce were deemed essential throughout the pandemic and, consequently, have navigated constant shifts and challenges. The post-pandemic manufacturing landscape is very different, with persistent workforce shortages and rapidly evolving supply chain demands that require new levels of productivity.

In August 2021, IMEC conducted a survey of manufacturing leaders on their urgent and priority needs to rebound from the pandemic. Ninety Kane County manufacturers completed the survey. The results from this survey showed widely diverse priority needs. While high-level themes arose around workforce, supply chain, market growth, and productivity, each company faces a unique set of circumstances and requires tailored solutions. Small and mid-sized manufacturers often lack the resources and wide-ranging expertise to adapt rapidly to changing requirements. Furthermore, the acute workforce gap creates a challenging environment to meet existing customer requirements, let alone make the necessary improvements for long-term competitiveness and job creation.

As a result of these insights, this proposed Kane County Manufacturing Initiative will reshape and strengthen post-pandemic economic resilience of the county's manufacturing sector through two concurrent programs:

1. Kane County Lighthouse Manufacturers: Up to twenty Kane County manufacturers with less than 250 employees will be selected to be a part of the Lighthouse Manufacturers Program. The manufacturers of this cohort will be guided to make significant productivity improvements through a customized combination of automation, upskilling/career pathways, and operational efficiency solutions. These lighthouse manufacturers will also learn from one another and be showcased for other manufacturers to acquire effective pathways for small and mid-sized manufacturers to remain globally competitive in the post-pandemic environment.
2. Expanding Talent Pipelines: The Expanding Talent Pipelines Program will be open to all Kane County manufacturers. Using a combination of tools such as IMEC's Diversity, Equity, and Inclusion Journey Map and DEI Assessment, companies will be guided to create more inclusive cultures and expand talent pipelines for a wide range of underserved populations. Core to this initiative will be a DEI assessment and project plan for each participating company, workshops to learn best practices, and an implementation voucher to cover costs for technical assistance providers to launch new programs that expand talent pipelines for underserved communities (ex. Autonomy Works).

It is anticipated these two programs will generate over \$25 million of aggregate impact for the \$1 million use of ARPA funds. IMEC, as part of the U.S. Commerce NIST Manufacturing Extension Partnership, utilizes a third-party evaluation of economic impacts. This evaluation is a survey of a subset of manufacturing firms that participate in project activities. The survey asks for the economic impacts in terms of jobs



Kane County Manufacturing Initiative DRAFT 8/23/23

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created/retained, investments, sales increased/retained, and cost savings - all drivers of global competitiveness. These numbers are used to calculate an aggregate impact of the project activities. Furthermore, this project seeks to assist at least sixty county manufacturers and their workforce. It is estimated this initiative will directly and indirectly affect 1,000 jobs.

WHO IS IMEC

As the U.S. Department of Commerce NIST Manufacturing Extension Partnership Center for Illinois, IMEC assists Illinois manufacturers through its technical assistance and support services. IMEC is a team of improvement specialists dedicated to providing manufacturers in Illinois with the tools and techniques to excel and compete globally. In 2022 alone, IMEC assisted over 1,900 manufacturers and worked with its extensive ecosystem of partners, ranging from manufacturing associations to economic development centers and workforce boards, to ensure manufacturers had the resources and technical assistance they required.

SUMMARY PROCESS

The proposed initiative process is as follows:

1. Extensive outreach and awareness to all Kane County manufacturers to encourage manufacturer participation.
2. For the following programs:
 - a. Lighthouse Program: A formal application and scoring process will determine up to twenty selected companies to participate. Manufacturers with less than 250 employees will be eligible.
 - Selected companies will receive a 'lighthouse' assessment to determine gaps and priorities, create customized plans, and have the technical assistance from IMEC and partners to address gaps. Companies will also participate in best practice sharing among the lighthouse participants.
 - b. Expanding Talent Pipelines: All county manufacturers will be eligible to participate. Each participating company will sign a 'project commitment' to work with IMEC to conduct a DEI assessment and project plan, participate in a set number of workshops, and utilize one curated technical assistance provider to expand talent opportunity for underserved workers.
3. Post-project assessments will evaluate satisfaction and preliminary economic impacts for each company. Six to nine months after projects are complete, IMEC will conduct a final economic impact survey to evaluate the jobs created/retained, investments, sales increases/retained, and cost savings

BUDGET SUMMARY

Initiative Areas	Summary	Budget
Lighthouse Manufacturing	20 companies @\$30,000 each	\$600,000
Expanding Talent Pipelines	Events and assessments Technical assistance vouchers	\$400,000
Program Outreach and Administration**	Administration	\$40,000



EXHIBIT B
Kane County Manufacturing Initiative
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** If approved by the county, IMEC is willing to conduct the program administration at no cost to ensure the full amount of funding is dedicated to manufacturing services.

October 10, 2023

Unique Identifier: 36655902

GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND ILLINOIS MANUFACTURING EXCELLENCE CENTER

THIS AGREEMENT, having start date of January 1, 2024, is entered into by and between the County of Kane (“County”), and Illinois Manufacturing Excellence Center (“Subrecipient”), and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to the Subrecipient. The County and Subrecipient 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; or (4) to make necessary investments in water, sewer, or broadband infrastructure; 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 the Subrecipient 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 the Subrecipient 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 Subrecipient 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), and all applicable guidance issued by the Treasury Department and all other applicable Federal laws and regulations.
- B. Hold Harmless:** The Subrecipient shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. The Subrecipient 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:** The Subrecipient 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 Subrecipient 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 Subrecipient that such expenses which the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, including interest, attorney's fees, or any penalty provided by law. The Subrecipient shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Subrecipient is obligated to indemnify, defend and hold harmless the County under this Agreement. The Subrecipient 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 Subrecipient's use of the grant payments by the Federal government. If the County determines that the Subrecipient has used the grant payments inconsistent with the objectives of the Subrecipient's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if the Subrecipient has not spent the total amount of grant funds by the end of the period of performance, the Subrecipient shall repay the amount identified by the County to: County of Kane.

- D. Misrepresentations & Noncompliance:** The Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in the Subrecipient's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of the Subrecipient's knowledge. The Subrecipient acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. The Subrecipient 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 Subrecipient representation(s) or information untrue or incorrect or otherwise impair the Subrecipient's ability to fulfill the Subrecipient's obligations under this Agreement.
- E. Workers' Compensation:** The Subrecipient 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 Subrecipient shall carry sufficient insurance coverage to protect any grant funds provided to the Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. The Subrecipient's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, the Subrecipient shall provide a Certificate of Insurance satisfactory to the requirement of the County. If the Subrecipient is self-insured, then the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to the Subrecipient under this Agreement; or
- Submission by the Subrecipient 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 Subrecipient 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 Subrecipient pertaining to any matter resulting from a contract.

J. Debarment / Suspension and Voluntary Exclusion:

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

exclusions can be accessed at www.sam.gov.

- K. Governing Law and Venue:** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- L. Conflict of Interest:** The Subrecipient 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 January 1, 2024 and shall expire on January 31, 2025, unless terminated pursuant to this Agreement. Any grant funds that are not expended by the Subrecipient 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 the Subrecipient with reimbursements for expenses that occur beyond the Budget Period.
- N. Eligible Expenses:** The Subrecipient shall spend funds on allowable costs, as described below. The Subrecipient shall spend funds in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF. For the purposes of this agreement, the Subrecipient 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 the Subrecipient's program and the eligible uses of grant funds. The Subrecipient agrees that the sole and exclusive decision as to whether or not the Subrecipient's use of the grant funds is approved lies within the discretion of the County. The Subrecipient 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 the Subrecipient'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 the Subrecipient from any other source. The County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. The Subrecipient will submit financial reports to support the payment schedule per the terms in **Exhibit A**. The Subrecipient 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:** The Subrecipient 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 the County. The Subrecipient 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. 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. The Subrecipient is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements.
- Q. Internal Controls:** The Subrecipient 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, the Subrecipient must provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.
- R. Specific Conditions:** The Subrecipient 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:** The County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. The Subrecipient shall participate in monitoring activities at the request of the County. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by the Subrecipient with the Agreement terms.
- T. Reporting Procedures:** Per Exhibit A, the Subrecipient agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which Subrecipient has used the grant funds under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to reimbursement requests. The County may also request that the Subrecipient 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 Subrecipient.

- U. FOIA:** The Subrecipient 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)). The Subrecipient 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 Subrecipient 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

Subrecipient: [Enter Subrecipient 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

The County's failure to act with respect to a breach by the Subrecipient 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

The Subrecipient certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. The Subrecipient 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. The Subrecipient 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. The Subrecipient 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: January 1, 2024, through January 31, 2025

Budget Period: The timeframe for spending is from January 1, 2024 through January 31, 2025.

Award Amount: Total obligation under this Agreement is \$1,040,000

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

VI. ENTIRE AGREEMENT

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

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. 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 Subrecipient 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.

Subrecipient:
Signed:

Its Duly Authorized Agent
Printed Name:
Title:
Date:

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

DRAFT

Exhibit A: Program Terms

1. Program Description: The Subrecipient will administer the “Kane County Manufacturing Initiative” to support eligible manufacturers that experienced negative economic impacts from the COVID-19 pandemic. The Subrecipient will conduct outreach and awareness to Kane County manufacturers to encourage participation and also complete post-project assessments to evaluate preliminary impacts for each participating company. The Kane County Manufacturing Initiative will consist of two components:

(A) Kane County Lighthouse Manufacturers: Up to twenty Kane County manufacturers with less than 250 (Two Hundred Fifty) employees will be selected to be a part of the Lighthouse Manufacturers Program. The eligible manufacturers will be guided to make significant productivity improvements through a customized combination of automation, upskilling/career pathways, and operational efficiency solutions. The manufacturers in this component will also learn from one another and be showcased for other manufacturers to acquire effective pathways for small and mid-sized manufacturers to remain globally competitive in the post-pandemic environment. The Subrecipient will develop a formal application and scoring process to determine up to 20 (Twenty) manufacturing companies in Kane County to participate. Manufacturers with less than 250 (Two Hundred Fifty) will be eligible. Selected companies will receive an assessment to determine gaps and priorities, create customized plans, and have technical assistance from the Subrecipient and partners to address gaps.

(B) Expanding Talent Pipelines: The Expanding Talent Pipelines will be open to all Kane County manufacturers. Using a combination of tools, companies will be guided to create more inclusive cultures and expand talent pipelines for a wide range of underserved populations. There will be a Diversity, Equity, and Inclusion assessment and project plan for each participating company, workshops to learn best practices, and an implementation voucher to cover costs for technical assistance providers to launch new programs that expand talent pipelines for underserved communities. Each participating manufacturer in Kane County will sign a commitment with the Subrecipient to conduct a Diversity, Equity, and Inclusion assessment and project plan, participate in a set number of workshops, and utilize one curated technical assistance provider to expand talent opportunity for underserved workers.

2. Purpose of Award: The Kane County Manufacturing Initiative will provide assistance to eligible manufacturers in Kane County that experienced a negative economic impact caused by the COVID-19 pandemic. The Kane County Manufacturing Initiative will also provide assistance to eligible manufacturers to support workforce development in underserved communities that were disproportionately impacted by the COVID-19 pandemic.

3. Eligible Costs: The Subrecipient shall only spend the grant funds available under this Agreement to response to the COVID-19 public health emergency and its negative economic impacts. Consistent with that eligible use, the Subrecipient is authorized to spend \$1,040,000 (One Million and Forty Dollars) to support eligible manufacturers in Kane County that experienced negative economic impacts during the COVID-19 pandemic. Of that amount, eligible costs are:

(A) Kane County Lighthouse Manufacturers: \$600,000 (Six Hundred Thousand Dollars) to be made available to provide technical assistance to 20 (Twenty) manufacturing companies in Kane County with less than 250 (Two Hundred Fifty) employees at \$30,000 (Thirty Thousand Dollars) each.

(B) Expanding Talent Pipelines: \$400,000 (Four Hundred Thousand Dollars) to be made available to manufacturing companies in Kane County that sign a commitment with the Subrecipient to work with the Subrecipient to conduct a Diversity, Equity, and Inclusion assessment and project plan, participate in a set number of workshops, and utilize one curated technical assistance provider to expand talent opportunity for underserved workers in Kane County.

(C) Program Outreach and Administration: \$40,000 (Forty Thousand Dollars) for the Subrecipient's administrative costs associated with this program.

4. Performance Measures: The County may request additional information from the Subrecipient as needed to measure performance under this Agreement.

5. Required Reporting

- a. Programmatic reports: At the County's request, the Subrecipient shall 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 Subrecipient's implementation of the Program.
- b. Financial reports: At the County's request, the Subrecipient shall 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 the Subrecipient's implementation of the Program. Financial reports shall describe the expenditures related to this Agreement. The Subrecipient'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: The Subrecipient shall describe the status of the implementation of the Program and all related activities. The closeout report shall further include an accounting of all costs and expenses incurred by the Subrecipient 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 Subrecipient will request reimbursement of grant funds monthly by the 15th of the following month with receipts for expenditures for eligible costs. The Subrecipient will supply a quarterly report 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 Subrecipient shall comply with the following Specific Conditions under this Agreement:

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

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WHEREAS, the Mobile Operations Command Post will allow for 24/7/365 prompt, efficient, coordinated emergency response to emergencies like COVID-19. It can be community centered, closer to where the affected areas require the resource. It will enable quicker response and the ability to reach areas of the county that are underserved or areas of small community commerce or areas where there is a lack of accessibility by residents; 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 Office of Emergency Management request for SLFRF for Mobile Operations Command Post for the purpose of supporting all the citizens of Kane County, the 16 townships and the 30 cities and villages in the event of public health and other emergencies with more effective, upgraded and improved emergency response equipment. Ernst and Young completed an eligibility assessment of the Kane County Office of Emergency Management project under the U.S. Department of Treasury's rules and regulations, Section EC-2: Negative Economic Impacts, EC Subcategory 2.22 (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$1,517,540 (One Million, Five Hundred Seventeen Thousand, Five Hundred and Forty Dollars) to fund Mobile Operations Command Post for the Kane County Office of Emergency Management, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board the Kane County Board hereby authorizes the Kane County Office of Emergency Management use of State and Local Fiscal Recovery Funds in the amount of \$1,517,540 (One Million, Five Hundred Seventeen Thousand, Five Hundred and Forty Dollars) to be used for Mobile Operation Command Post in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

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

\$758,770	Mobile Data Units	355.800.668111.70040
(\$758,770)	Allowance for Budget Expense	355.800.668.8500

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY25 (\$758,770).

Line Item: See Above

Line Item Description: See Above

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

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

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

See Above

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Mobile Operations Command Post for the Kane County Office of Emergency Management

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$1,517,540.00
If not budgeted, explain funding source: 355.800.668111.70040	

Summary:

This resolution authorizes the Kane County Office of Emergency Management use of State and Local Fiscal Recovery Funds in the amount of \$1,517,540 (One Million, Five Hundred Seventeen Thousand, Five Hundred and Forty Dollars) to be used for Mobile Operation Command Post 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

OEM Mobile Command Post

B Proposed Program Summary

Kane County has a population of over 515,000 citizens living across 524 sq. miles, made up of 16 townships and 30 municipalities. Kane County has a diverse population ranging from urban to rural with the highest population living along both sides of the Fox River. There are cities as big as Elgin and Aurora and villages as small as Virgil and Maple Park. The western areas of the county are more rural and may not have the resources and support locally to initially respond to an incident without assistance. Disasters require a coordinated and effective response by an appropriate combination of county, municipal, private-sector, and nongovernmental entities in order to save lives, minimize damage, and provide the basis for long-term community recovery and mitigation activities.

This mobile operation center is needed to serve all the residents of Kane County and is essential for special events and emergency responses that occur in Kane County. It is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, and strategically located and fully operational mobile command post with a focus on addressing the needs to the emergency. During the response to the pandemic, the existing command center was used to support not only police and fire incident responses, but the public health response for community vaccination centers, being able to reach underserved areas of the county. Not only did it provide the command and control center for these remote operations, at times it initially was used to provide an area to administer vaccines.

Questions:

1. The application mentions the command post will partially be used for special events. What circumstances would be considered "special events"?

Special Events can be qualified as any pre-planned event we would be requested to attend. It can be something such as a public education event where it can be used for crowd control or display or a municipal event where it can be utilized as forward command for communication and collaboration of the first response agencies on the scene. An emergency event could be an emergency response to deal with the increasing violence resulting from the public health emergency, acts of civil disobedience, hazardous event or an emergency response where a coordination of services allows for a multi-jurisdictional approach to resolve or approach the problem at the incident. A special event could also be a rapid deployment in underserved areas to assist with a mobile vaccination clinic where this vehicle would be able to fulfill this role until a less temporary facility could be established.

2. Will this mobile operation center be used for crowd control at events such as job fairs and/or serve as a mobile vaccination or testing site?

The Command post probably would not be used specifically at job fairs but would be used at public education events where job information may be available, can be used in the recruitment and personal and family preparedness information sharing events, and has been used at the mass vaccinations sites and to distribute PPE and pandemic related supplies. Additionally the Command post can be utilized by multiple jurisdictional agencies and first responders to coordinate the response to incidents that could potentially involve the loss of life, property and the environment with the benefit to the surrounding communities.

3. The budget included in the application is reporting a higher amount than the supporting document provided (preliminary specification quote from LDV custom specialty vehicles) for the vehicle costs. Will there be expenditures in addition to the initial purchase of the mobile command center? If so, what is the expected range of capital expenditures for this project?

There are increases in the actual production cost of the vehicle as well as some of the outside after-market enhancements for the vehicle.

A new price quote is being requested from LDV and at the time the vehicle is expected for delivery the remainder of the items would be ordered. This amount takes into account the price increases that have occurred over the years and allows for the most current, up-to-date items, technology and equipment to be ordered and installed. There are items to be added after we have the vehicle that are not part of the purchase price, as with any vehicle.

C Proposed Program Risk Considerations and Requirements Summary

This project could be either an improvement of an emergency operations center or the acquisition of emergency response equipment. Both are enumerated eligible uses under the final rule so long as it meets standards for capital expenditures and a nexus to the pandemic can be established. Projects with total capital expenditures of \$1 million or greater will require an additional written justification. The justification reflects the fact that the time required for a large construction project may make capital expenditures less responsive to pandemic-related needs relative to other types of responses.

D Program Assessment Details

Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide		
D.1	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
D.2	Select SLFRF Expenditure Category	EC1
D.3	SLFRF Expenditure Category Description	1: Public Health
D.4	Select SLFRF Expenditure Subcategory	1.11 Community Violence Interventions*^
D.5	Additional SLFRF Expenditure Categories for consideration	1.14 Other Public Health Services^
D.6	Comments regarding additional SLFRF Expenditure Categories	Mobile Operation Center to provide emergency responses to the county. The mobile operation center would also serve as a means to regulate crowd control and other police activities at various special events.
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?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	No
D.13	What is the estimated number of subrecipients/beneficiaries?	0
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	No
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 - Improvements to or construction of emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)
D.21	Select the appropriate range of expected capital expenditures	Between \$1 million and \$10 million
D.22	Is a Written Justification Required	Yes
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

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items D.1 through D.6</p> <p>This project could be either an improvement of an emergency operations center or the acquisition of emergency response equipment. Both are enumerated eligible uses under the final rule so long as it meets standards for capital expenditures. Projects with total capital expenditures of \$1 million or greater will require an additional written justification. The justification reflects the fact that the time required for a large construction project may make capital expenditures less responsive to pandemic-related needs relative to other types of responses.</p> <p>1) Final Rule relating to enumerated capital expenditures:</p> <ul style="list-style-type: none"> •“Treasury enumerates that the following projects are examples of eligible capital expenditures, as long as they meet the standards for capital expenditures in section Capital Expenditures in General Provisions: Other:” ... “Improvements to or construction of emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)” (P.4354) •"In addition to satisfying the two-part framework in Standards: Designating a Public Health Impact and Standards: Designating a Negative Economic Impact for identifying and designing a response to a pandemic harm, Treasury will require projects with total expected capital expenditure costs of \$1 million or greater to undergo additional analysis to justify their capital expenditure." (P.4389) •"for projects with total expected capital expenditures of \$1 million or greater, recipients must complete and meet the substantive requirements of a Written Justification for their capital expenditure, except for Tribal governments as discussed below." (P. 4390) •"The Written Justification should (1) describe the harm or need to be addressed; (2) explain why a capital expenditure is appropriate to address the harm or need; and (3) compare the proposed capital expenditure against alternative capital expenditures that could be made. The information required for the Written Justification reflects the framework applicable to all uses under the public health and negative economic impacts eligible use category, providing justification for the reasonable design, relatedness, and reasonable proportionality of the capital expenditure in response to the harm or impact identified." (P. 4390) •"Treasury is clarifying that “responding to” COVID– 19 entails work needed to respond to the public health or negative economic impacts of the pandemic, apart from the typical pre-pandemic job duties or workload of an employee in a comparable role, if one existed. For example, responding to COVID–19 for a public safety worker may entail working in an emergency operations center to coordinate pandemic-related supply
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distribution, responding to an increased volume of 911 calls, or implementing COVID–19 prevention and mitigation protocols in a carceral setting." (P.4385)

- "Preventing and responding to increased violence resulting from the public health emergency, including community violence intervention programs, or responding to increased gun violence resulting from the public health emergency, including payroll and covered benefits associated with community policing strategies; enforcement efforts to reduce gun violence; and investing in technology and equipment." (P.4449)

2) Final Rule relating to emergency response equipment or operations centers

- "C) Behavioral health care, including prevention, treatment, emergency or first-responder programs, harm reduction, supports for long-term recovery, and behavioral health facilities and equipment; and (D) Preventing and responding to increased violence resulting from the public health emergency, including community violence intervention programs, or responding to increased gun violence resulting from the public health emergency, including payroll and covered benefits associated with community policing strategies; enforcement efforts to reduce gun violence; and investing in technology and equipment" (pg. 4449)

- "Improvements to or construction of emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)" (pg. 4354)

- "(3) investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence resulting from the pandemic, for example technology to assist in the identification of guns whose serial numbers have been damaged" (pg. 4357)

F	ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"
F.1	<p>Designating a Public Health Impact</p> <p>Currently there is a lack of the ability have a safe and secure to link and video conference capabilities with agencies and other response entities as well as a link to outside. Additionally there needs to be additional space to allow for secure screening and physical separation of the prescreened and screened individuals and those suspected to have been exposed to the pandemic. The new mobile command post will allow for an additional outdoor prescreening area where suspected exposed individuals would be able to be screened without having to enter the main area and possible expose others to the virus/ disease. The new mobile command post will be able to better function as a command and control site after the initial response to the incident as the updated communication equipment and redesigned layout will allow for more separation of the areas and great technology infrastructure, communication/ video link capability. The ability to separate communication from the conference area will allow for more privacy and security.</p>
F.1a	<p>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.</p>
F.2	<p>Designating a Negative Economic Impact</p> <p>The mobile command post will allow for 24/7/365 prompt, efficient, coordinated emergency response to the incident. It can be community centered (at community locations) closer to where the affected areas require the resource. It will enable quicker response and the ability to reach areas of the county that are underserved or areas of small community commerce or areas where there is a lack of accessibility by residents. The computer equipped work stations, conference room, and radio dispatch room to provide help in an active situation – whether a hazardous materials scene, accident, natural disaster or coordinating the response to a pandemic. The provision within 1 vehicle would otherwise require input/resources from multiple other outside agencies that would require time or long delay in acquiring. The delay in acquiring the additional resources and necessary technology would delay getting the vaccine out to the population as quick as possible. That would cause additional harm to the population as the longer the time to deploy the necessary vaccine or life safety measures, the increased risk to the population affected. The effects of the delay in providing the assistance to the residents will filter to the risk of the population contracting the disease and being unable to work which then will have an effect on the economy as businesses are unable to sustain employees and residents are unable to purchase items due to lack of income. Economic recovery is inherent in residents being able to work and have income, the ability of transportation workers to provide the goods to the retailers, business being able to continue to sell goods and services and sustain employees and residents. Investing in the readiness at all levels enables emergency management to coordinate with the communities; local law enforcement, fire and first response agencies and public health; to create a more efficient, effective and unified response to emergency events. This will improve the preparedness capabilities to prevent, protect against, mitigate the effects of, respond to & recover from the threats and hazards that pose the greatest risk to the residents of the county.</p>

Additionally this would be providing the means necessary for the emergency response, coordination of services and response, allow for the multi-jurisdictional approach to solving the problems created by the incident and for support continuity.

The mobile command post vehicle allows for initial on-scene set up of a forward operational center to respond to the incident and local need while awaiting additional resources or attempting to locate an appropriate location to open an on-site facility. Once the initial needs are addressed it can transitioned into a forward, central location for data sharing, response coordination and informed decision making.

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

Providing the means necessary for the emergency response, coordination of services and response, allow for the multi-jurisdictional approach to solving the problems created by the incident and for support continuity. It was creating a command and control location for the initial set up of the incident site.

Mitigation by reducing the threat to lives, property and community from future or on-going risks and hazardous incidents. Adding the ability to develop and maintain situational awareness to develop a common operating picture, assist in developing priorities for direction and control and coordination and manage the deployment of resources.

Preventing and responding to the increase in violence resulting from the loss of jobs and income due to the public health emergency including civil unrest and civil disobedience.

The mobile command post was utilized during the public health emergency to assist in the distribution of PPE to emergency response agencies, nursing homes and assisted living facilities and food banks within the county to aid in the loss of critically needed resources due to supply chain issues.

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 - The mobile command post can assist all residents and business owners of the county by assisting in the safety of the citizens.

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 D.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**

The acquisition of the new Command post allows for better and more coordinated response and collaboration with first responder agencies across the county. The new Command Post will support all the citizens of Kane County, the 16 townships and the 30 cities and villages with the improved Emergency response equipment and upgraded emergency response radio system and enable enhance forward field communications and

coordination. The ability to have better collaboration on scene at major incidents, emergency situations, vaccine distribution sites and public events is necessary to enable to provide the resources for data collection and dissemination of the data as well as response to the event. This also allows for the mitigation of events by reducing the threat from future or on-going risks and hazardous incidents. During the response to the pandemic, both with coordinating PPE distribution and vaccination sites, the current command post was found to be limited in its ability. Due to the age and size limitations, the additional technology is necessary to be added to the vehicle to support the virtual world we now work in. It was also demonstrated that the working space was not adequate to accommodate the needs of functioning as a vaccination site until a temporary solution was put in place. This limited the number of vaccines that could be given during a set period.

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**

The replacement of the vehicles and its equipment will allow benefits to the county and the surrounding communities; provides a place for the command and coordination of services and allows for a multi-jurisdictional approach to solving the problem(s) created by the incident. This Mobile Command post can serve as a satellite emergency service coordination base at the scene of the critical incident or emergency situation and enable to intelligence and data gather to be transmitted to the EOC.

The updated and enhanced emergency response radio system as well as the upgraded emergency response equipment allows us to be better prepared for incidents that require multi-agency response. It will allow for better situational awareness as well as forward disaster intelligence to be gathered on scene, and the data transmitted to the EOC. Having a properly equipped and operational command post will allow for better on scene prompt coordination, communications and more efficient response to save lives, save property and the environment as well as protect the communities interests. All equipment is installed in the vehicle, ready to respond, capable of being operational within a very short amount of time when arriving on scene. If this vehicle was not in place, the length of time it would take to deploy and assemble the equipment in a climate controlled environment would be greatly extended, reducing the effectiveness of command and control of an incident or event. Emergencies occur in all types and temperatures of weather, which, if forced to work in, reduces the ability of incident command personnel to function in. Likewise, if the vehicle is being used as a vaccination platform, those supplies would have to be delivered and assembled, and a climate controlled environment would have to be provided as well to carry out the mission. With this capital purchase, it allows everything to be rapidly deployable in one complete package.

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

The new command post will be a key for the success while enabling collaboration and coordination with the local jurisdictional agencies and first responders for an incident or hazardous event that could potentially involve the loss of life, property and will benefit all the surrounding communities. The upgrades will better serve the ability to collect, analyze, disseminate and transfer information and intelligence that may be connected to the emergency event.

Over the life of the Command post, it could essentially assist every agency and community with in the county as well as surrounding jurisdictions with a multitude of events. Events can range from community events, to vaccination distribution sites, PPE distribution, to the coordination of services during an emergency response to the possibility of assisting as a forward command post during a major incident.

It can provide better networking and information/ intelligence sharing and assist with the coordination of data to provide policy and decision makers in the EOC with real time disaster intelligence to aid in the decision making process.

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

*An upgraded quote/specification list from the manufacturer would be attached.

Our current command post is 15 plus years old and the cost to maintain it continues to climb with the age. The inability to locate parts such as the ABS unit makes it so the vehicle cannot respond in a variety of weather situations where it would be unsafe to operate.

Upgraded emergency response radio systems would better coordinate across the county jurisdictions with the variety of radios systems the other agencies utilize. All agencies do not operate on one single system to the ability to cross communicate during events is critical.

The new emergency response equipment, technology infrastructure and computer system will better integrate with the command post and allow for better collaboration with the entities operating at the scene. The computer equipped work stations, conference room, and radio dispatch room to provide help in an active situation – whether a hazardous materials scene, accident, natural disaster or coordinating the response to a pandemic. The provision within 1 vehicle would otherwise require input/resources from multiple other outside agencies that would require time or long delay in acquiring.

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 D.24 is populated with "Yes".**

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

It is for the benefit of all citizens and public safety response departments as well as all first responders and assisting everyone living and working in Kane County. It will Provide the means necessary for the emergency response, coordination of services and response, allow for the multi-jurisdictional approach to solving the problems created by the incident and for community support.

SUPPLEMENTAL DOCUMENT
KANE COUNTY
OFFICE of EMERGENCY MANAGEMENT

Jon Mensching
Acting Director



719 S. Batavia Ave.
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EOC: (630) 208-8911

August 24, 2023

Written justification from the Office of Emergency Management for the Mobile Command Post project:

1. Description of harm or need to be addressed

Kane County has a population of over 515,000 citizens living across 524 sq. miles, made up of 16 townships and 30 municipalities. Kane County has a diverse population ranging from urban to rural with the highest population living along both sides of the Fox River. There are cities as big as Elgin and Aurora and villages as small as Virgil and Maple Park. The western areas of the county are more rural and may not have the resources and support locally to initially respond to an incident without assistance. Disasters require a coordinated and effective response by an appropriate combination of county, municipal, private-sector, and nongovernmental entities in order to save lives, minimize damage, and provide the basis for long-term community recovery and mitigation activities. This mobile operation center is needed to serve all the residents of Kane County and is essential for special events and emergency responses that occur in Kane County. It is intended to improve emergency management and preparedness capabilities by supporting flexible, sustainable, secure, and strategically located and fully operational mobile command post with a focus on addressing the needs to the emergency. During the response to the pandemic, the existing command center was used to support not only police and fire incident responses, but the public health response for community vaccination centers, being able to reach underserved areas of the county. Not only did it provide the command and control center for these remote operations, at times it initially was used to provide an area to administer vaccines.

The mobile command post will allow for 24/7/365 prompt, efficient, coordinated emergency response to the incident. It can be community centered (at community locations) closer to where the affected areas require the resource. It will enable quicker response and the ability to reach areas of the county that are underserved or areas of small community commerce or areas where there is a lack of accessibility by residents.

The computer equipped work stations, conference room, and radio dispatch room to provide help in an active situation – whether a hazardous materials scene, accident, natural disaster or coordinating the response to a pandemic. The provision within 1 vehicle would otherwise

SUPPLEMENTAL DOCUMENT
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require input/resources from multiple other outside agencies that would require time or long delay in acquiring. The delay in acquiring the additional resources and necessary technology would delay getting the vaccine out to the population as quick as possible. That would cause additional harm to the population as the longer the time to deploy the necessary vaccine or life safety measures, the increased risk to the population affected. The effects of the delay in providing the assistance to the residents will filter to the risk of the population contracting the disease and being unable to work which then will have an effect on the economy as businesses are unable to sustain employees and residents are unable to purchase items due to lack of income. Economic recovery is inherent in residents being able to work and have income, the ability of transportation workers to provide the goods to the retailers, business being able to continue to sell goods and services and sustain employees and residents.

Investing in the readiness at all levels enables emergency management to coordinate with the communities; local law enforcement, fire and first response agencies and public health; to create a more efficient, effective and unified response to emergency events.

This will improve the preparedness capabilities to prevent, protect against, mitigate the effects of, respond to & recover from the threats and hazards that pose the greatest risk to the residents of the county.

Additionally, this would be providing the means necessary for the emergency response, coordination of services and response, allow for the multi-jurisdictional approach to solving the problems created by the incident and for support continuity.

The mobile command post vehicle allows for initial on-scene set up of a forward operational center to respond to the incident and local need while awaiting additional resources or attempting to locate an appropriate location to open an on-site facility. Once the initial needs are addressed it can transition into a forward, central location for data sharing, response coordination and informed decision making.

Providing the means necessary for the emergency response, coordination of services and response, allow for the multi-jurisdictional approach to solving the problems created by the incident and for support continuity. It was creating a command and control location for the initial set up of the incident site.

Mitigation by reducing the threat to lives, property and community from future or on-going risks and hazardous incidents. Adding the ability to develop and maintain situational awareness to develop a common operating picture, assist in developing priorities for direction and control and coordination and manage the deployment of resources. Preventing and responding to the increase in violence resulting from the loss of jobs and income due to the public health emergency including civil unrest and civil disobedience.

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The mobile command post was utilized during the public health emergency to assist in the distribution of PPE to emergency response agencies, nursing homes and assisted living facilities and food banks within the county to aid in the loss of critically needed resources due to supply chain issues.

The acquisition of the new Command post allows for better and more coordinated response and collaboration with first responder agencies across the county. The new Command Post will support all the citizens of Kane County, the 16 townships and the 30 cities and villages with the improved Emergency response equipment and upgraded emergency response radio system and enable enhance forward field communications and coordination. The ability to have better collaboration on scene at major incidents, emergency situations, vaccine distribution sites and public events is necessary to enable to provide the resources for data collection and dissemination of the data as well as response to the event. This also allows for the mitigation of events by reducing the threat from future or on-going risks and hazardous incidents. During the response to the pandemic, both with coordinating PPE distribution and vaccination sites, the current command post was found to be limited in its ability. Due to the age and size limitations, the additional technology is necessary to be added to the vehicle to support the virtual world we now work in. It was also demonstrated that the working space was not adequate to accommodate the needs of functioning as a vaccination site until a temporary solution was put in place. This limited the number of vaccines that could be given during a set period.

2. Explanation of why a capital expenditure is appropriate

The replacement of the vehicles and its equipment will allow benefits to the county and the surrounding communities; provides a place for the command and coordination of services and allows for a multi-jurisdictional approach to solving the problem(s) created by the incident.

This Mobile Command post can serve as a satellite emergency service coordination base at the scene of the critical incident or emergency situation and enable to intelligence and data gather to be transmitted to the EOC.

The updated and enhanced emergency response radio system as well as the upgraded emergency response equipment allows us to be better prepared for incidents that require multi-

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agency response. It will allow for better situational awareness as well as forward disaster intelligence to be gathered on scene, and the data transmitted to the EOC. Having a properly equipped and operational command post will allow for better on scene prompt coordination, communications and more efficient response to save lives, save property and the environment

as well as protect the community's interests. All equipment is installed in the vehicle, ready to respond, capable of being operational within a very short amount of time when arriving on scene. If this vehicle was not in place, the length of time it would take to deploy and assemble the equipment in a climate-controlled environment would be greatly extended, reducing the effectiveness of command and control of an incident or event. Emergencies occur in all types and temperatures of weather, which, if forced to work in, reduces the ability of incident command personnel to function in. Likewise, if the vehicle is being used as a vaccination platform, those supplies would have to be delivered and assembled, and a climate-controlled environment would have to be provided as well to carry out the mission. With this capital purchase, it allows everything to be rapidly deployable in one complete package.

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

The new command post will be a key for the success while enabling collaboration and coordination with the local jurisdictional agencies and first responders for an incident or hazardous event that could potentially involve the loss of life, property and will benefit all the surrounding communities. The upgrades will better serve the ability to collect, analyze, disseminate and transfer information and intelligence that may be connected to the emergency event.

Over the life of the Command post, it could essentially assist every agency and community with in the county as well as surrounding jurisdictions with a multitude of events. Events can range from community events, to vaccination distribution sites, PPE distribution, to the coordination of services during an emergency response to the possibility of assisting as a forward command post during a major incident.

It can provide better networking and information/ intelligence sharing and assist with the coordination of data to provide policy and decision makers in the EOC with real time disaster intelligence to aid in the decision-making process.

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4. A comparison of the expected total cost of the capital expenditures

An upgraded quote/specification list from the manufacturer would be attached. Our current command post is 15 plus years old and the cost to maintain it continues to climb with the age. The inability to locate parts such as the ABS unit makes it so the vehicle cannot respond in a variety of weather situations where it would be unsafe to operate.

Upgraded emergency response radio systems would better coordinate across the county jurisdictions with the variety of radios systems the other agencies utilize. All agencies do

no operate on one single system to the ability to cross communicate during events is critical.

The new emergency response equipment, technology infrastructure and computer system will better integrate with the command post and allow for better collaboration with the entities operating at the scene. The computer equipped work stations, conference room, and radio dispatch room to provide help in an active situation – whether a hazardous materials scene, accident, natural disaster or coordinating the response to a pandemic. The provision within 1 vehicle would otherwise require input/resources from multiple other outside agencies that would require time or long delay in acquiring.

It is for the benefit of all citizens and public safety response departments as well as all first responders and assisting everyone living and working in Kane County. It will Provide the means necessary for the emergency response, coordination of services and response, allow for the multi-jurisdictional approach to solving the problems created by the incident and for community support.



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**PRELIMINARY
SPECIFICATIONS FOR:**

Kane Cty Emergency Management (IL)
MOBILE COMMAND CENTER

LDV PROPOSAL # C45MCC-34584-22

DATE

~~May 6, 2020~~
~~May 22, 2020 REV1~~
~~June 2, 2020 REV2~~
~~September 24, 2020 REV3~~
~~March 30, 2023 REV4~~
September 15, 2023 REV5



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PRICING PAGE:

Total price per unit as specified, FOB Origin

\$1,517,540.00

Delivery charge: Not included

\$0.00

Total price per unit

\$1,517,540.00

Delivery terms: Ask your Sales Representative.

Payment Terms: 50% down payment, 50% net 30.

Quote is firm for 30 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.



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Item	Qty	
1.00		<p><u>CHASSIS/BODY DIMENSIONS:</u></p> <ul style="list-style-type: none"> 33' dry van wide body • Cab-to-Axle 260" • Wheelbase of chassis: 330" • Overall length of apparatus: 528" • Overall apparatus width, rub rail to rub rail: 102" • Overall height of apparatus (loaded): 149" • Interior walkway height raw body: 83" • Interior walkway height finished: 81.5" • Interior walkway length: 396" • Interior raw body width: 99" • Interior finished body width: 93" <p>Final measurements are dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.</p>
2.00		<u>CHASSIS:</u>
2.01	1	<p>2025 Freightliner M2 106 Conventional cab, Tandem rear axle truck chassis. 56,000-lb. GVWR with rear air ride suspension and air brakes.</p> <p><u>ENGINE:</u></p> <ul style="list-style-type: none"> • Cummins L9 360EV HP @ 2200 RPM, 2200 GOV, 1150 LB/FT @ 1200 RPM <p><u>ENGINE EQUIPMENT:</u></p> <ul style="list-style-type: none"> • 2016 Onboard Diagnostics/2010 EPA/CARB/GHG14 • 2008 Carb Emissions Certification - Clean Idle (Includes 6X4" label on Lower Forward Corner of Driver Door) • 12v 240 amp 40-SI brushless pad alternator • (2) group 31, 12 volt maintenance free 2000 cca threaded stud batteries • Single battery box frame mounted LH side under cab • Positive and negative posts for jumpstart • 18.7 cfm air compressor with internal safety valve • GVG, fire and emergency service vehicles engine warning • Cummins engine brake integral with variable geometry turbo • RH standard horizontal tailpipe • 6 gallon diesel exhaust fluid tank • Antifreeze to -34f, extended life coolant • Gates blue stripe coolant hoses or equivalent • 1000 Watt/115 volt block heater • 12v 38mt hd starter with integrated magnetic switch <p><u>TRANSMISSION:</u></p> <ul style="list-style-type: none"> • Allison 3000 EVS automatic transmission without PTO provision <p><u>TRANSMISSION EQUIPMENT:</u></p> <ul style="list-style-type: none"> • Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain • Push button electronic shift control, dash mounted • Transmission oil check and fill with electronic oil level check • Synthetic transmission fluid



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Item	Qty	
		<p><u>FRONT AXLE AND EQUIPMENT:</u></p> <ul style="list-style-type: none"> • 16,000# Drop single front axle • Meritor 16.5x6 Q+ cast spider cam front brakes, double anchor, fabricated shoes • Fire and emergency severe service, non-asbestos front lining • Front oil seals • Automatic front slack adjusters • TRW tas-85 power steering • Synthetic 75w-90 front axle lube <p><u>FRONT SUSPENSION:</u></p> <ul style="list-style-type: none"> • 16,000# Taperleaf front suspension • Front shock absorbers <p><u>REAR AXLE EQUIPMENT:</u></p> <ul style="list-style-type: none"> • 40,000# R-series Tandem rear axle • 4.88 Rear axle ratio • (1) Interaxle lock valve for tandem or tridem drive axles • Meritor 16.5x7 Q+ cast spider cam rear brakes, double anchor, fabricated shoes • Fire and emergency severe service non-asbestos rear brake lining • Rear oil seals • Automatic rear slack adjusters • Synthetic 75w-90 rear axle lube <p><u>REAR SUSPENSION:</u></p> <ul style="list-style-type: none"> • Airliner 40,000# Extra duty rear suspension • Airliner high position ride height • Manual dump valve for air suspension with indicator light and buzzer, without gauge • Rear air suspension dump valve autofill with ignition off or >5 mph • Dual air rear suspension leveling valves • Rear shock absorbers - two axle (tandem) (air ride suspension) <p><u>BRAKE SYSTEM:</u></p> <ul style="list-style-type: none"> • Air brake package • 4S/4M ABS • BW AD-9 brake line air dryer with shield, heater and integral reservoir • Air dryer frame mounted • Steel air brake reservoirs • Pull cable on wet tank, petcock drain valves on all other air tanks <p><u>FRAME:</u></p> <ul style="list-style-type: none"> • 7/16"x3-9/16"x11-1/8" steel frame • 1/4" (6mm) C-Channel inner frame reinforcement <p><u>CHASSIS EQUIPMENT:</u></p> <ul style="list-style-type: none"> • Three-piece 14 inch chromed steel bumper with collapsible ends • Front tow hooks - frame mounted • Bumper mounting for single license plate <p><u>FUEL TANKS:</u></p> <ul style="list-style-type: none"> • 50 gallon/189 liter rectangular aluminum fuel tank - RH



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		<ul style="list-style-type: none"> • 50 gallon/189 liter short rectangular aluminum fuel tank - LH • Length of auxiliary pickup tubes (generators, furnaces etc.) shall prevent these devices from using more than 75% of vehicle's fuel tank capacity • Polishing of fuel/hydraulic tank(s) with painted bands • Fuel tank(s) forward • Polished stainless steel step finish • High temperature reinforced nylon fuel line <p><u>TIRES:</u></p> <ul style="list-style-type: none"> • Michelin X Line Energy Z 315/80R22.5 20 ply radial front tires (or current model) • Michelin X Multi D 275/80R22.5 14 ply radial rear tires (or current model) <p><u>WHEELS:</u></p> <ul style="list-style-type: none"> • Accuride 22.5x9.00 10-hub pilot 6.02 inset 10 hand aluminum disc front wheels • Accuride 42644 AccuLite aluminum outside, 51408 Accu-Lite steel inside; 22.5x8.25 10-hub pilot disc rear wheels • Bright standard polish front wheels with accu-shield finish • Bright standard polish rear wheels with outer only accu-shield finish <p><u>CAB INTERIOR:</u></p> <ul style="list-style-type: none"> • Interior convenience package • Heater, defroster and air conditioner • Standard HVAC ducting • Heavy duty air conditioner compressor • Dome door activated LH and RH, dual reading lights, forward cab roof • LH and RH electric door locks • (1) 12 volt power supply in dash • Premium high back air suspension driver seat with 2 chamber air lumbar, integrated cushion extension, tilt, adjustable shock absorber • Premium high back air suspension passenger seat with 2 chamber air lumbar, integrated cushion extension, tilt, adjustable shock absorber • Dual driver and passenger seat armrests • Black mordura cloth driver seat cover • Black mordura cloth passenger seat cover • High visibility orange retractor driver and passenger seat belts • Adjustable tilt and telescoping steering column <p><u>CAB EXTERIOR:</u></p> <ul style="list-style-type: none"> • 106" BBC Flat roof aluminum conventional cab • Leaf spring rear cab suspension • Nonremovable bugscreen mounted behind grille • LH and RH exterior grab handles with single rubber insert • Hood mounted chromed plastic grille • Dual electric horns • Door locks and ignition switch keyed the same • Dual west coast bright finish heated mirrors with LH and RH remote • LH and RH 8" bright finish convex mirrors mounted under primary mirrors • RH down view mirror



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		<ul style="list-style-type: none"> • Omit rear window • Tinted door glass LH and RH with tinted operating wing windows, and tinted windshield • RH and LH electric powered windows <p><u>INSTRUMENTS & CONTROLS:</u></p> <ul style="list-style-type: none"> • 97 db backup alarm • Electronic cruise control with switches in LH switch panel • 2 Inch electric fuel gauge • Programmable rpm control - electronic engine • Electrical engine coolant temperature gauge • 2 Inch transmission oil temperature gauge • Engine and trip hour meters integral within driver display • Electric engine oil pressure gauge • AM/FM/WB Radio with bluetooth, and USB and front auxiliary inputs <p>dash mounted radio</p> <ul style="list-style-type: none"> • (2) radio speakers in cab • AM/FM Antenna mounted on forward LH roof • Electronic mph speedometer with secondary kph scale, without odometer <p>Note: Chassis specifications are from Freightliner Custom Chassis and are subject to change without notice.</p>
2.02		<p><u>CHASSIS WARRANTY:</u></p> <ul style="list-style-type: none"> • Two (2)-year/unlimited miles Freightliner M2 chassis warranty. • Two (2)-year/100,000 mile Cummins engine warranty. • Five (5)-year/unlimited miles Allison transmission warranty.
2.03	1	Kleinn Roof Mount Dual Truck Horns 401
2.04	1	<p>Chassis starter interlock system.</p> <ul style="list-style-type: none"> • Chassis starter is disabled when any of the connected systems is not ready for vehicle travel. • Dash mounted indicator light(s) show which device is engaging the interlock. • Override button allows for moving the vehicle in an emergency situation.
2.05	1	Block heater shall be controlled through the Intel-I-Touch™ multiplex control screen.
2.06	1	US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.
2.07	2	Pair of rubber wheel chocks with rope handle, shipped loose in the vehicle.
2.08	1	Route horizontal exhaust to streetside.
3.00		<u>BODY:</u>
3.01	1	<ul style="list-style-type: none"> • Load space area shall be 83" high x 99" wide x 33' long custom all aluminum dry van body with the following: • Aluminum alloy double H wall beam, 6005-T5 alloy, 3" deep x 1.5" wide, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application.



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		<ul style="list-style-type: none"> • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture. • NFPA 1901 embossed 0.125" aluminum tread plate roof attached to 3" x 1 1/2" x 0.125 extruded aluminum roof bows on 16" centers. Bows are 2" skip welded every 12" Tread plate seams shall be continuous welded. Perimeter of roof shall be chemically sealed. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface. • Full width 12" deep heavy-duty aluminum rear bumper with center step, painted to match the body. • Full length skirting below floor. • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards. <p>Note: Specifications are from body manufacturer and are subject to change without notice.</p>
3.02	1	<p>Rear underbody skid bar. Protects rear bumper and skirts from possible damage caused by steep grades. Includes:</p> <ul style="list-style-type: none"> • 3 1/2" steel tube across the width of the vehicle mounted to the frame with steel channel and supported diagonally from the ends to the frame mounts • Steel tube is capped on the ends and mounted just below the skirting
3.03	1	<p>32" wide aluminum sedan door installed above floor. Includes 21.5" wide x 25.5" high fixed window. Door shall have continuous stainless-steel piano hinge, two (2) nylon door straps and an aluminum drip rail.</p> <p>NOTE: Interior window covering will be a mini blind. Side entry door.</p>
3.04	1	<p>Pull out aluminum stairs encased in a narrow profile cassette installed below floor line, eliminating the need for an interior stepwell. Includes exterior fold out handrail.</p> <p>NOTE: Curb side entry streps.</p>
3.05	1	<p>32" wide aluminum sedan door installed above floor. Door shall have continuous stainless-steel piano hinge, two (2) nylon door straps and an aluminum drip rail.</p> <p>NOTE: Street side bathroom entry door.</p>



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3.06	1	Underbody compartment with steps for exterior lavatory access. Includes exterior fold out handrail. NOTE: Street side bathroom entry steps.
3.07	1	Exterior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door. NOTE: Street side bathroom entry steps.
3.08	2	Interior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door. NOTE: Located on entry and bathroom doors.
3.09	2	Wire one of the overhead lights to function as a courtesy light when the entry door is opened. NOTE: Entry door and Bathroom courtesy light.
3.10	2	Whelen PEL2C automatic courtesy LED light at lower portion of the entry door with chrome housing. NOTE: Illuminate steps when door is opened. One (1) light mounted outside of each door.
3.11	1	Courtesy light defeat in Intel-I-Touch™ multiplex control screen. Each entry door courtesy light will be automatically deactivated where the corresponding room has the overhead lighting set to night mode.
3.12	1	Slide out light defeat and steady/flashing control through Intel-I-Touch™ multiplex control screen.
3.13	1	TriMark keyless entry with remote radio frequency (RF) transmitter fob, externally mounted keypad and lock actuator. NOTE: Side entry door
3.14	3	TriMark keyless entry, additional key fob.
3.15	1	Whelen Stop/Turn/Tail/Backup light set. Includes two of each of the following: • Whelen M6FCV4 polished chrome vertical housings for four M6 series lighthead. The fourth light head will be an emergency flasher as specified in the DC Emergency Lighting section. • Whelen M6 series LED arrow shaped amber turn signal, model number M62T. • Whelen M6 series LED brake/tail light heads, model number M62BTT. • Whelen M6 series LED back-up light heads, model number M62BU.
3.16	1	Cast Products LP0004-1-B aluminum license plate mounting frame with LED light.
3.17	1	Entire underside shall be undercoated. Includes floor extrusions, step wells and aluminum compartments.
3.18	1	LDV rear mud flaps. Includes anti-sail brackets when required.
3.19	4	Flat floor slide-out room extension fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position. Features:



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		<ul style="list-style-type: none"> • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension. • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body. <p>NOTE: Two (2) 130", one (1) 116", one (1) 111" long x 30" deep (full extension of 26").</p>
3.20		Ignition Interlock to prevent vehicle from starting when any of the external extension devices are deployed.
3.21	8	Flashing warning light for slide out. NOTE: Amber LED color.
4.00		<u>PAINT / GRAPHICS:</u>
4.01		Body base color shall be white. NOTE: Graphics layout TBD.
4.02	2	4-inch wide reflective stripe on the exterior back and sides of the vehicle. NOTE: One (1) red and one (1) white
4.03	1	Custom computer-generated reflective vinyl graphics per customer specifications. Includes up to seventy 8"-10" letters and up to forty-five 3"-6" letters. All lettering shall be shaded or outlined (colors/style ~ to be determined). Note: Graphics package does not include production of custom shields and/or seals.
4.04	5	Custom computer-generated non-reflective vinyl shield. Customer shall supply true vector artwork required to produce shield.
4.05	4	Graphic lettering on interior slideout header NOTE: Wording TBD
5.00		<p><u>INDEPENDENCE ONYX INTERIOR:</u></p> <ul style="list-style-type: none"> • Wall Covering: Chrome carpet front and rear room, Brushed Stainless laminate in center area. • Pocket doors and bulkheads: Brushed Stainless laminate • Ceiling Fabric: Silver Mist • Floor Covering: #150 Onyx PVC Flooring • Office Chairs: Black • Vinyl Coverings: #WH1-2140 Whisper Black • Cabinets: Charcoal Gray (refer to Cabinet Section for material detail) • Counters and Tables: Midnight Melange Solid Surface #9091-ML (refer to Cabinet Section for material detail) <p>Note: Manufacturer reserves the right to substitute equivalent materials.</p>



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Item	Qty	
6.00		<u>DRIVER / PASSENGER CAB AREA:</u>
6.01		Cab Area Additions: <ul style="list-style-type: none"> • Vehicle height sign on dash. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
6.02	1	Custom fabricated console in cab, for locating siren controller, police radio and/or other controls as specified elsewhere in this document.
6.03	1	Three (3) camera rear view system with 7" LCD color monitor. System includes left, right, and rear vision day/night cameras. Rear camera includes a microphone for audio commands from a spotter to the driver during backing operations.
6.04	1	HAVIS universal tablet mount UT-2001 dash mounted with swivel and tilt device. (C-HDM-135, C-HDM-303, C-MD-202). NOTE: Mount for Apple iPad.
6.05	1	Door ajar warning on multiplex system. NOTE: Includes body side entry door, restroom entry door and all compartments. Does not include Driver or Passenger Door. This warning does not lock out the chassis ignition – warning only.
6.06	15	Door ajar contact/magnet.
7.00		<u>WALLS, CEILING AND FLOOR:</u>
7.01		Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
7.02		Cover sub wall with ribbed loop pile carpet. NOTE: Located in Front and Rear rooms – Color TBD
7.03		Cover sub wall with Wilsonart laminate. NOTE: Located in the center room area (bathroom, galley, and rack areas).
7.04		Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. <ul style="list-style-type: none"> • Cover interior roof beams with 1/2" plywood. • Modular panel design allows for manageable future additions and repairs. • Plywood Panels covered in acoustical fabric.
7.05		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.
7.06		Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
7.07		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.
7.08	2	Flush pocket door covered in laminate, installed on heavy-duty aluminum c-channel track with two (2) three-wheel roller trucks and soft open/close feature. Pocket door shall have recessed handle and magnetic closure to keep the door open/closed.



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Item	Qty	
7.09		All bulkheads shall be covered with Wilsonart laminate. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.10	2	Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle. NOTE: Interior window covering will be a mini blind. Match cabinet color of charcoal gray
7.11	1	Hehr Street side mounted 36" wide x 24" high flush mount deep-tint horizontal sliding egress window with screen. NOTE: Interior window covering will be a mini blind.
8.00		<u>GALLEY / LAVATORY:</u>
8.01	1	Keurig Coffee maker.
8.02	1	Norcold model DE105 (or current model) 12Vdc/120Vac combination refrigerator/freezer. Features: <ul style="list-style-type: none"> • 3.3-cu.ft. Capacity. • Two white powder-coated wire shelves with raised lip • Dual clear door bins • LED interior light NOTE: Interior galley.
8.03	1	Pressurized Lavatory Water System. Includes: <ul style="list-style-type: none"> • Thetford Foot Pedal Flush model 31661 (or current model) low-profile toilet in lavatory. • One (1) chrome plated toilet paper holder in lavatory. • Fresh water/waste tank level monitor in lavatory. • Aqua Jet model #5503-AV15-B636 (or current model) 5.3 GPM water pump with accumulator tank. • One (1) 25 gallon fresh water supply and one (1) 30 gallon waste tank. • Plumbing pressure pipes shall be PEX tubing. • Underbody fresh water and grey water tanks are to be heated and all plumbing insulated and wrapped with heat tape. • Sewage hose and dump valve shall be provided for holding tank. • Winterizing valve mounted in line on the input side of the water pump. Valve allows antifreeze to be pumped throughout the system to winterize plumbing.
8.04	1	Wastebasket with hold-down bracket.
8.05	1	Sani-Dex Antimicrobial disposal 135 count hand wipe canister with wall bracket.
9.00		<u>SEATING:</u>
9.01	14	Space Air Grid office chair 5560 black with armrests, five caster spider base, and adjustable height. NOTE: Do not install arms on chairs. Ship arms loose if customer would like them.
9.02	8	Securement strap with buckle installed under counter to secure office chair.
9.03	6	Chair restraint bracket charcoal gray powder coat aluminum.



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Item	Qty	
9.04		Fabricate and install flip-down bench seating as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl. Bottom seat cushion will be installed on Zico Quic-Seat® fold down spring loaded seat brackets.
9.05		<u>BENCH SEAT REQUIREMENTS:</u> <ul style="list-style-type: none"> • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.
10.00		<u>CABINETS:</u>
10.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: <ul style="list-style-type: none"> • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up with gas spring lift supports.
10.02		Radius edging incorporated as design permits.
10.03	9	Dry erase writing surface on overhead cabinet door.
10.04	10	Gas spring lift supports on overhead cabinet door.
10.05	8	LED light with on/off switch, mounted under overhead cabinet.
10.06	15	Magnetic dry erase board framed in aluminum. Includes aluminum clip frame for easy board replacement, sized as required.
10.07	4	Magnetic dry erase marker caddy kit.
10.08	2	FRP shelf up to 36" wide with 2" lip at front edge.
10.09		Closet shelves shall be infinitely adjustable using mini B-line track and hardware.
10.10		Wilsonart Gibraltar 1/2" solid surface countertop over subsurface. Solid surface countertop shall have a 1-1/2" front lip with radius edge.
10.11		Wilsonart Gibraltar 1/2" solid surface conference tabletop over subsurface. Solid surface tabletop shall have a 1-1/2" front lip with radius edge.
10.12	1	Powder coated 0.125" aluminum conference table base.
10.13	9	Computer cable pass-thru grommet in counter or conference table. Satin nickel 2-1/2" two-piece metal desk grommet - 3" overall diameter. NOTE: Located at workstations and conference table.
10.14	1	Install a key display board inside overhead cabinet and clearly tag all keys for the vehicle as to their purpose.
10.15		Custom fabricated console to house electrical distribution components and control panels.



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Item	Qty	
11.00		<u>HVAC SYSTEM:</u>
11.01	1	Fan-tastic Vent model 1450 3-speed reversible 12" power roof ventilator.
11.02	5	Ducted low profile rooftop air conditioner controlled through multiplex control system. Includes: <ul style="list-style-type: none"> • 15,000 nominal Btu/hr air conditioner with condensate pump. • Chill Grille Assembly with 6,000 Btu/hr heat strip • Louvered Ceiling Vents, as required
11.03	3	5,100-12,000 Btu/hr direct discharge, 12Vdc powered, diesel-fired furnace with individual thermostat control. Exhaust shall be routed to the street side.
12.00		<u>AC ELECTRICAL SYSTEM:</u>
12.01	1	<p>Power Tech 25-kW 120/240Vac liquid-cooled diesel generator with air bag mounts installed in a custom fabricated compartment. Generator features:</p> <ul style="list-style-type: none"> • Tier 4F Emissions • USTC Certified Manufacturer • Warranty: 2 years from date of purchase, or 3000 hours whichever comes first, or 36 months from the date of manufacture. • Four point air bag mounting system • Four-cycle water cooled diesel engine • Radiator cooled, direct mounted • High-coolant temp and low oil pressure shutdown sensors • Spin-on fuel and oil filter • Single side service • Typical Gallon Per Hour fuel consumption: 25% load = 0.51, 50% load = 1.01, 100% load = 2.03 <p>Compartment shall be constructed to the following specifications:</p> <ul style="list-style-type: none"> • 0.187" aluminum with all welded seams. • 2" deep 0.125" aluminum box pan doors and 0.125" aluminum frames. • Door frames riveted to the body and welded to the compartments. • Stainless steel door hinges attached with stainless steel machine screws. • Flush mounted door handles with slam latches. • 0.100" aluminum treadplate panels on interior door surfaces. • Gas charged lift/support cylinders to hold doors open at 90°. • Industrial grade neoprene gasket door seals. <p>NOTE: Generator exhaust shall be routed to the street side of the vehicle.</p>
12.02	1	<p>ACData surge suppressor for protection of entire AC power system.</p> <p>Product features:</p> <ul style="list-style-type: none"> • UL listed: UL1449 3rd Edition • LED visual verification of status
12.03	1	<p>LDV exclusive Intel-I-Touch™ vehicle automation control system.</p> <p>A multiplexed vehicle automation system must be incorporated into a common touch screen(s) that is custom programmed to monitor and control onboard systems as described throughout the specifications. The automation system software must allow simultaneous distribution of information to multiple onboard control/monitoring stations and the software must be</p>



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		<p>updateable and configurable as required. This system is mandatory as it simplifies start up procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and includes error detection protocols and troubleshooting features.</p> <p>Features include:</p> <ul style="list-style-type: none"> • One (1) 10" LCD touch screen with custom graphics for control and monitoring systems • AC power distribution control and monitoring for the generator with power management • DC power distribution control and monitoring • Manual or automatic generator control • HVAC and temperature control. • Interior and exterior lighting control • Automatic power transfer switches • Automated startup and shutdown procedures • Seamless control of generators, lighting, awnings and additional devices • Mast control • Safety interlocks • Battery saver feature • Generator Service Alerts <p>The system must be completely upgradeable with power modules located throughout vehicle. Additional components may be added to system with a simple software modification System capability is not to be achieved with use of multiple monitoring systems designed for specific use i.e. water monitors, battery monitors etc.</p> <p>NOTE: 10" screen located inside at side entry door</p>
12.04	1	<p>Additional 10" LCD touch screen with custom graphics for control and monitoring systems. All touch screens provide complete control and monitoring of vehicle systems.</p> <p>NOTE: 2nd 10" screen located cab center console.</p>
12.05	1	<p>3" Touch panel for dedicated local control and monitoring of specific vehicle automation system features. Includes control layout and indicators where applicable.</p>
12.06	2	<p>3" Touch panel with numeric display for dedicated local control and monitoring of specific vehicle automation system features including room HVAC. Display shows current room temperature and HVAC setpoint when adjusted. Includes control layout and indicators where applicable.</p>
12.07		<p>Storage Mode maintains the vehicle in a ready-to-deploy condition. Battery chargers, specified outlets, and other pre-determined equipment is powered. HVAC is maintained at a storage mode setting to prevent freezing in the winter or overheating in the summer. The generator can be set to automatically start in the event of a loss of shore power. Other items as necessary can be made available in Storage Mode.</p>



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12.08		Travel Mode places the vehicle in a ready-to-travel condition based on vehicle application and equipment. In most cases this includes: starting the generator and transferring off of shore power, turning on HVAC and adjusting temperature to normal operating setpoints, stowing all equipment for travel, powering up communication gear. Travel Mode is a custom programmed, automated process similar to the Auto Startup and Auto Shutdown.
12.09		Night Time (Red) Lighting Mode turns the ceiling lighting in each room from white to red lights.
12.10		Reduced Lighting Mode is white ceiling lighting in each room have the option of All-On or Half-On.
12.11	1	Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord. #091-20WP-120RD.
12.12	1	Marinco 100A-125/250Vac waterproof shore power inlet, 25-ft. 100A-125/250Vac shore power cord and 6-ft. 100A-125/250Vac pigtail.
12.13	7	20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment. NOTE: Locations: <ul style="list-style-type: none"> • One (1) at each Workstation 1-6 in raceway • One (1) in the Upper Cabinets
12.14	13	20A-125Vac duplex receptacle with dual USB charging ports [one (1) Type A and one (1) Type C]. Receptacle is not dedicated to any installed equipment. NOTE: Locations: <ul style="list-style-type: none"> • One (1) at each workstation 1-6 in the raceway • One (1) streetside rear slide out above the countertop in the Raceway • One (1) in the Rear Wall above Countertop • One (1) above Refrigerator in raceway • Two (2) in Conference Area Table Base • One (1) in Curbside Bench Seating Base • One (1) in Streetside Bench Seating Base
12.15	3	20A-125Vac GFCI duplex receptacle. These receptacles are not dedicated to any installed equipment. NOTE: Locations: <ul style="list-style-type: none"> • One (1) galley "HOT ON AUTO EJECT" • One (1) in each Exterior Workstation [qty. 2]
12.16	1	30A-120 Vac receptacle in electronics rack for UPS.
12.17	4	20A-125Vac exterior GFCI duplex receptacle. NOTE: Locations: <ul style="list-style-type: none"> • One (1) at each of the Four Corners. Receptacle will be installed with a weatherproof cover.



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Item	Qty	
12.18		<p>Wire chase wire management raceway system located as shown on drawing. Product features:</p> <ul style="list-style-type: none"> • Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy. • Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits. The cover retention is 45 lbs. straight pull for one minute. • UL Listed multioutlet assemblies. File E68073 Guide PVGT, Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3032 of CEC. • UL and cUL Listed component raceways. File E73943 Guide RJBT, Fittings: File E74343 Guide RJPR. Meets Article 386 of NEC and meets Section 12-600 of CEC. • UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements
12.19	1	<p>APC Smart-UPS 3,000VA rack mount UPS, SRT3000RMXLA (or current model). Product features:</p> <ul style="list-style-type: none"> • 3,000VA/2,700W output capacity • 120V output voltage • (8) NEMA 5-20R and (1) NEMA L5-30R output receptacles • Typical Backup Time at Half Load 19.2 minutes (1125 Watts) • Typical Backup Time at Full Load 5.7 minutes (2250 Watts) • Dimensions: 3.35"H x 17"W x 25"D
12.20	1	APC AP9631 UPS network management card with environmental monitoring.
12.21	7	<p>Red specification grade 20A-125Vac duplex receptacle with stainless steel wall plate located as shown on drawing. These receptacles are dedicated to the UPS/Inverter as specified elsewhere in this document.</p> <p>NOTE: Dedicated to the UPS from the computers and the left monitor at each workstation (or single monitor at front conference room workstation).</p>
12.22		<p><u>AC WIRING REQUIREMENTS:</u></p> <ul style="list-style-type: none"> • All AC main wiring shall be stranded THHN wire and run in non-metallic liquid tight conduit. • All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic liquid tight and ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
13.00		<u>DC ELECTRICAL SYSTEM:</u>
13.01	1	<ul style="list-style-type: none"> • Six (6) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed underbody in slide out weather resistant compartment. Four (4) batteries will be separated for auxiliary equipment and two (2) batteries will be for communications equipment. • Three (3) electronic converter/chargers, 80 amp minimum output each installed underbody in weather resistant climate controlled. Compartment to draw ambient air from interior of truck and will have thermostatically controlled exhaust fan to circulate warm air to exterior (no exceptions). Converter/charger features: <ul style="list-style-type: none"> • Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker.



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Item	Qty	
		<ul style="list-style-type: none"> • Reverse battery protection. • Electronic current limiting. • High voltage protection. • All DC electrical and metering switched and monitored through the multiplex system.
13.02	1	Sure Power 3003 (or current model) isolator.
13.03	22	Light, Orion 6" LED, neutral white with polished bezel and voltage regulation.
13.04	18	Light, Orion 6" LED, neutral white / red with polished bezel and voltage regulation.
13.05	8	Whelen M9LZC Gradient LED Scene Light with chrome flange.
13.06	9	Whelen PEL2C LED light with chrome housing. NOTE: One (1) on bathroom door Eight (8) exterior lower perimeter
13.07	10	12VDC dual USB power port. NOTE: Three (3) in each Exterior TV compartment [qty.9] One (1) in cab console
13.08		<u>12VDC WIRING REQUIREMENTS:</u> <ul style="list-style-type: none"> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties. • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.



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Item	Qty	
14.00		EMERGENCY LIGHTING / SIRENS:
14.01	1	<p>Whelen Core CCT6 Siren Controller and hardware. Includes:</p> <p>One (1) C399 – Core, Amplifier</p> <p>One (1) CCT6 – WeCanX Control Head W/Rotary Knob, Controller</p> <p>One (1) CEM16 – WeCanX16, Expansion Module</p> <p>One (1) WCCBL100 – WeCanX Communication Cable, Ext Cable</p> <p>One (1) CANLITEB, Light sensor-Black, dash board</p> <p>NOTE:</p> <p>Customer providing custom light program file for upload</p>
14.02	1	<p>Federal Signal 200W E-Q2B electronic siren. Features:</p> <ul style="list-style-type: none"> • Features the traditional trademarked Q-Siren sound. • 122 decibels at 10 feet. • Noise canceling microphone included. • New keypad features backlit membrane switches with tactile feel. • Improved power connector ensures increased reliability and connection strength. • Choice of Surface or Flush Mount control head. <p>NOTE:</p> <p>Park kill option for siren.</p>
14.03	2	<p>Footswitch option for Federal Signal 200W E-Q2B electronic siren.</p> <p>NOTE:</p> <p>Locate: one (1) Driver and one (1) passenger</p> <p>#430089 FOOT SWITCH BUTTON FOR AIR HORN/Q2B SIREN</p>
14.04	2	Whelen SA315P high performance speaker, with bracket.
14.05	2	<p>Whelen model L41 Series super LED (or current model) green command strobe mounted on roof.</p> <ul style="list-style-type: none"> • 12 VDC or 24 VDC • 12V - 1.5 Amp (peak), 0.6 Amp (average) • 4-3/4" H x 6-7/16" Dia. <p>NOTE:</p> <p>Controlled through Intel-I-Touch</p>
14.06	2	<p>Whelen TLIR ION-T- Series™ Linear Super-LED® Red with clear outer lens & TIONFC chrome flange.</p> <p>NOTE:</p> <p>Grill</p>
14.07	2	<p>Whelen TLIB ION-T- Series™ Linear Super-LED® Blue with clear outer lens & TIONFC chrome flange.</p> <p>NOTE:</p> <p>Grill</p>
14.08	7	<p>Whelen M6 series, M6RC (or current model), Linear Super-LED lighthead with internal flasher, RED LED's with CLEAR outer lens. Includes M6FC chrome flange.</p> <p>NOTE:</p> <p>One (1) in rear tail light housing</p>



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Item	Qty	
14.09	3	Whelen M6 series, M6BC (or current model), Linear Super-LED lighthouse with internal flasher, BLUE LED's with CLEAR outer lens. Includes M6FC chrome flange. NOTE: One (1) in rear tail light housing
14.10	2	Whelen M7 series Linear Super-LED lighthouse with internal flasher, RED LED's with clear outer lens. model M7RC Includes chrome flange M7FC.
14.11	4	Whelen M7 series Linear Super-LED lighthouse with internal flasher, BLUE LED's with clear outer lens. model M7BC Includes chrome flange M7FC.
14.12	10	Whelen M9 series, M9RC, Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes chrome flange.
14.13	4	Whelen M9 series, M9BC, Linear Super-LED lighthouse with internal flasher, BLUE LED's with CLEAR outer lens. Includes chrome flange.
14.14	1	Opticom Emitter mounted on antenna raceway (or custom fabricated bracket) NOTE: Opticom turns off when vehicle is placed in park.
15.00		AUDIO / VIDEO:
15.01	11	LG 24" Black 720P LED HDTV - 24LM530S-PU Features: • 720P resolution • (2) HDMI inputs • (2) Speakers NOTE: Located (2) at each rear room workstation and One (1) at workstation in conference room
15.02	3	Samsung - 43" QLED TV QN43Q60AAFXZA with wall mount bracket. Product features: • Resolution 4K • (3) HDMI, (2) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 38"(W) x 22"(H) x 1"(D) Weight 18.5lbs NOTE: Located - (2) in Front Slide Outs and (1) on Rear Wall
15.03	1	Samsung 65" QLED TV (QN65Q60AAFXZA) with wall mount bracket. Product features: • Resolution 4K • (3) HDMI, (2) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 57.1"(W) x 32.7"(H) x 1"(D) Weight 46.1lbs NOTE: Located on front wall.



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Item	Qty	
15.04	2	<p>Samsung 55" The Terrace Partial Sun Outdoor Black QLED 4K Smart TV QN55LST7TAFXZA</p> <ul style="list-style-type: none"> • Resolution 4K • (3) HDMI, (1) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 49.1"(W) x 28.7"(H) x 2.4"(D) Weight 64.6lbs <p>NOTE: Locations: Exterior workstations.</p>
15.05	2	<p>Weatherproof single door exterior work station and TV/monitor compartment. Constructed from 0.125" aluminum with all welded seams and hinged at the top.</p> <p>Includes:</p> <ul style="list-style-type: none"> • Internal flip down work surface • LED strip light (illuminates when door is opened) • Gas charged lift support and locking latch
15.06	1	<p>Four (4) AXIS P1224-E IP cameras for perimeter surveillance.</p> <ul style="list-style-type: none"> • 1 - rear view • 1 - front view • 1 - left side view • 1 - right side view <p>Includes: One (1) AXIS T8705 Video Decoder to send camera quad view to matrix switcher.</p>
15.07	4	<p>SD Memory Card for IP camera. The SD card shall record IP camera allowing it to be downloaded and viewable via an IP address.</p> <p>NOTE: 64GB. Each camera will include SD card for recording.</p>
15.08	1	<p>JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation for improved reception.</p>
15.09	1	<p>HE Series 24 position Passive Combiner.</p> <p>NOTE: Combiner used to distribute over-the-air signal to all televisions.</p>
15.10	1	<p>Extron DXP 1616HD 4K PLUS 16X16 HDMI Matrix Switcher. 60-1497-01</p> <p>NOTE: Inputs (12 of available 16):</p> <ul style="list-style-type: none"> • (2) Decoder displaying Mast Camera • (1) Decoder displaying Perimeter Cameras (Quad View) • (5) Computer Inputs from Rear Slide Outs (Same as left screen) • (1) Computer in Front Slide Out Workstation • (1) HDMI Input Jack in Exterior TV Workstation • (1) Sharelink • (1) Scaler <p>Outputs (12 of available 16):</p> <ul style="list-style-type: none"> • (1) 65" Monitor on the Front Wall • (3) 43" Monitors - (2) in Front Slide Outs and (1) on Rear Wall



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Item	Qty	
		<ul style="list-style-type: none"> • (5) 24" Right Monitor at each Rear Room Workstation • (1) 24" Monitor in Curbside Front Slide Out Workstation • (2) 55" Exterior Monitors
15.11	3	Extron MKP 2000 X-Y Remote Control Panel for Extron Matrix Switchers.
15.12		<p>Extron XTP SR HD 4K XTP 4K Scaling Receiver</p> <ul style="list-style-type: none"> • Receives video with embedded audio, bidirectional RS-232 and IR, and Ethernet up to 330 feet (100 meters) over a shielded CAT6 cable • Advanced Extron Vector™ 4K scaling technology • Selectable output rates from 640x480 to 3840x2160 • HDCP 2.2 compliant <p>NOTE: This Extron system will provide Composite AV, VGA and HDMI at each location and will support the latest standards.</p>
15.13	1	<p>Extron ShareLink Pro 500 Series Wireless Collaboration Gateway</p> <p>Key Features</p> <ul style="list-style-type: none"> • Wirelessly share content from personal mobile devices • Supports Microsoft Windows® and OS X® computers as well as Apple® and Android™ smartphones and tablets • Integrated dual band wireless access point at 2.4 GHz or 5 GHz • Provides full screen mirroring for Apple iOS devices¹ • Dedicated mobile app, MirrorOp® for Extron ShareLink™, for reliable iOS and Android content sharing
15.14	2	<p>HDMI input jack, wall plate and cable.</p> <p>NOTE:</p> <ul style="list-style-type: none"> • One (1) at each Exterior Workstation
15.15		HDMI connection cables, as required.
15.16	1	<p>Bogen TPU-15 (or current model) paging amplifier with two (2) Whelen SA315P (or current model) speakers.</p> <p>NOTE: Both speakers mounted on Curbside of Raceway.</p>
15.17	1	Audio Technica wireless microphone system interfaced to Bogen paging amplifier.
16.00		<u>MAST AND MAST MOUNTED EQUIPMENT:</u>
16.01	1	<p>Fireco 2300 series CX.4003N heavy-duty non-locking telescoping pneumatic mast.</p> <p>Mast features:</p> <ul style="list-style-type: none"> • 187 lb. max top load capacity • 38' 9" extended height • 6' 9" nested height <p>Includes:</p> <ul style="list-style-type: none"> • KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable. • Air safety valve for over pressure release and condensation drainage. • Water drainage holes to avoid freezing at low temperatures. • Interlock to prevent vehicle from being driven with mast raised. • Fireco tower does not require routine lubrication.



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Item	Qty	
		• Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed.
16.02	1	Gast 3/4-hp compressor with connected remote mount 10-gallon air tank.
16.03	1	Custom fabricated 0.125" aluminum Nycoil cylinder painted to match body color.
16.04	1	Custom fabricated 0.125" aluminum mast cover painted to match body color.
16.05	1	Custom fabricated bracket on mast to mount two individual camera systems. NOTE: Mount to accommodate space for two (2) LMR240 cabling with NMO bases
16.06	1	Mast lookup light mounted on mast.
16.07	1	Weatherproof mast up/down control switch on exterior of vehicle.
16.08	2	AXIS Q6318-LE PTZ Dome Network Camera • 4K UHD and 31x optical zoom • Axis Sharpdome technology with Speed Dry • Optimized IR with power-efficient, long-life 850 nm IR LEDs, range of reach 300 m (984 ft) or more depending on the scene • Built-in laser that provides laser focus for precise focus and quick-zoom functionality, it allows you to easily follow fast-moving objects
16.09	2	Axis T8705 Video Decoder • Enables digital monitors to connect to and display live video from Axis network cameras • HDTV 1080p HDMI video decoder • Sequence and Multiview (up to 16 cameras)
16.10	2	SD Memory Card for IP camera. The SD card shall record mast camera allowing it to be downloaded and viewable via an IP address. NOTE: 64GB. Each mast camera will include SD card for recording.
16.11	1	Prewire and make installation provisions for customer installed mast on rear of vehicle. Includes: • Internal support structure for future mast install on rear of truck • Carlon Carflex ENT conduit routed from mast location to equipment rack cabinet for camera wiring (camera not included). • Receptacle for mast compressor on dedicated circuit (compressor not included). NOTE: Future 2nd mast
17.00		<u>RADIOS:</u>
17.01		Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.



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Item	Qty	
17.02	13	<p>Prewire and make installation provisions for communications radio. Installation includes:</p> <ul style="list-style-type: none"> • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. <p>NOTE: Motorola APX8500 Trunk Mount transceiver Customer supplied radios and locations: TBD</p>
17.03	1	<p>Prewire and make installation provisions for dual head communications radio. Installation includes:</p> <ul style="list-style-type: none"> • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. <p>NOTE: Motorola APX8500 Trunk Mount transceiver. Location: one (1) head in each exterior workstation.</p>
17.04	1	<p>Fabricate and install 3" x 3" square aluminum tubing antenna raceway on the roof of the body and will penetrate the roof on each side of the truck at radio box locations. Includes:</p> <ul style="list-style-type: none"> • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • Carlon Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.
17.05	1	<p>Radio antenna termination panel for up to twenty (20) radios. Includes:</p> <ul style="list-style-type: none"> • TNC bulkhead jack in panel for each radio antenna on the raceway • Antenna leads from radio locations to panel routed through Carlon Carflex ENT conduit with 18" of extra cable at panel to allow customer to reconfigure panel as required
17.06	2	<p>LMR240 cable runs from electronics rack to mast topper. Includes NMO base termination on mast topper and extra slack at electronics rack.</p>
17.07	16	<p>Magnetic microphone holder. Magnetic Mic MMSU-1.</p>
17.08	7	<p>Plantronics Headset, Jack box and Footswitch. Includes:</p> <ul style="list-style-type: none"> • One (1) Mobile Conductor Box w/ Footswitch PTT enabling mobile radio operator headset capability. • One (1) Primary voltage fluctuation protection electronics (dirty power emitted by vehicles). • 6 ft Radio Interface Cable From Mobile Conductor Box to Motorola APX8500 Mobile radio with DB26 connector. Part # 20-11135-06.. • SHS1890 PTT with carbon type microphone amplifier, PJ-7 connector, and selectable switch operation (momentary or locking modes). 10ft cable. <p>NOTE: Locations: Workstations, cab, etc. (TBD)</p>



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Item	Qty	
18.00		COMPUTER NETWORK AND EQUIPMENT:
18.01	38	RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable). NOTE: <ul style="list-style-type: none"> • Two (2) at each Workstation 1-6 above the countertop in the Raceway • Two (2) at each Workstation 1-6 below the countertop for the Computers • Two (2) streetside rear slide out above the countertop in the Raceway • Two (2) in the Conference Table Base • Two (2) in the Ceiling (one front room and one rear room for access points) • One (1) in Upper Comms Closet • One (1) for the Printer • Three (3) phone locations TBD • One (1) in Exterior Workstation for mounted phone • One (1) in the Exterior Workstation for walk up connection • One (1) in the Input Box - connected to router for storage connection
18.02	2	Leviton 69270-U24 24-port Cat6 rack mount patch panel.
18.03		Certified 18" Cat6 patch cord. As Required.
18.04		Certified 36" Cat6 patch cord. As Required.
18.05	1	Cable Certification Report confirming that network wiring complies with Cat6 specifications.
18.06	1	CISCO Business 24 Port PoE Smart Switch CBS220-24P-4G-NA <ul style="list-style-type: none"> • Switch ports: 24-port 10/100/1000 + 4 x 1G SFP • Power-over-ethernet: 24 PoE ports with 195W PoE Budget
18.07	1	48-port 10/100/1000 Switch with Fiber connections, \$4000 allowance. Model TBD.
18.08	1	HP Color LaserJet Pro Multi-Function Printer (MFP) M479FDN Product features: <ul style="list-style-type: none"> • Black/white or color print, copy, and scan • Dimensions (W X D X H) 16.8 x 25.7 x 16.3 in; 51.6 Lbs.
18.09	7	Computer allowance, \$1,500.00 per unit. Note: Any unused money to be returned to customer. NOTE: Customer to provide make/model and particulars for LDV to purchase
18.10	1	Cradlepoint E3000 cellular router with WiFi (5G Modem) and 1-year NetCloud Enterprise Branch Essentials Plus Advanced Plan.
18.11	1	Cradlepoint LTE Advanced Pro 1200M-B MC400 Modem For E300/E3000 Enterprise Branch Routers.
18.12	1	Cellular modem antenna with GNSS. Airgain CENTURION Next 9 IN 1 High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), 4x WIFI and GNSS, Threaded-Bolt Mount, 15 FT Cabling With SMA Connectors for Cell/GNSS, and RP-SMA for WIFI, Black.
18.13	1	Cellular modem antenna with GNSS. Airgain CENTURION Next High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), Threaded-Bolt Mount, 15 FT Cabling With SMA Connectors for Cell, Black.



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Item	Qty	
19.00		<u>MISCELLANEOUS ELECTRONICS:</u>
19.01	2	Masterclock NTDS26 (or current model) networked synchronized clocks. Product features: <ul style="list-style-type: none"> • Uses external (or your own internal) NTP source for accurate traceable time. • Display time in 12 or 24 hr format. • Display date in mm:dd:yy or dd:mm:yy. • All international time zones. • All automatic daylight saving time. NOTE: RED color led
19.02	1	Middle Atlantic Products, Inc. MRK-4026 forty-space 19" wide x 26.5" depth (24" useable depth) open framed electronics equipment rack with caster base. Rack can easily slide out from its fixed position to allow side access to rack equipment.
19.03	1	Middle Atlantic VFD-40 vented front door. NOTE: Door is secured closed with a key lock.
19.04	1	Middle Atlantic MW-4QFT-FC top fan panel, with four (4) 50 cfm ventilation fans, QFAN.
19.05	2	Tripp Lite PDU Rack mount Power Distribution Unit 19" 1U L6-30P 208/240V 18-outlet power strip with 2 front-panel C19 outlets and 12 rear-panel C13 outlets, 15ft Cord.
19.06	3	Cast Products EB00013-1 cast aluminum weatherproof box with key lock. NOTE: <ul style="list-style-type: none"> • One will be located on the Streetside and used as the Input Box/Pass Thru into the Electronics Rack • One will be located on the curbside and used as a Pass Thru Box • One will be located on the Rear Wall and used as a Pass Thru Box. • Include a cover for where the PVC tubes come through the wall and into the interior.
19.07	3	Shroud with weatherproof pass-through hatch installed in the door of the input box.
19.08	3	Exterior input box door painted to match body.
20.00		<u>EXTERIOR STORAGE COMPARTMENTS:</u>
20.01	1	Single – fold down door - underbody compartment with approximate interior dimensions up to 21" high x up to 27" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: This compartment is located under the streetside forward slide out and will be used for the slide out pumps/valves.
20.02	1	Single door underbody storage compartment with approximate interior dimensions 21" high x up to 30" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: This compartment is located under the curbside forward slide out and will be used for power converters.
20.03	1	Single – fold down door - underbody compartment with approximate interior dimensions up to 21" high x up to 48" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: The one under the rear slide out will house the mast compressor/valves and have a divider to separate that from the remaining storage area.



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Item	Qty	
20.04	2	<p>Single – fold down door - underbody compartment with approximate interior dimensions of up to 21" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams.</p> <p>NOTE: One (1) compartment is located under the curbside rear slide out and will have a slide out tray. One (1) compartment is located under the curbside forward slide out and will be for storage</p>
20.05		<p>Compartments listed above will be constructed to the following specifications:</p> <ul style="list-style-type: none"> • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED light that illuminates when the door is opened. <p>Compartment doors will be constructed to the following specifications:</p> <ul style="list-style-type: none"> • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All doors shall be sealed with industrial grade neoprene gasket.
20.06	1	<p>Aluminum box pan shelf with heavy duty full extension slides, mounted in exterior compartment. Slide features:</p> <ul style="list-style-type: none"> • Industrial grade ball bearing slide • 400 lb. weight capacity • Safety latch holds shelf secure during travel and when fully extended <p>NOTE: Tray for Dometic cooler</p>
20.07	1	<p>Dometic CFX3100 Electric Powered Cooler installed in underbody compartment. Includes:</p> <ul style="list-style-type: none"> • AC or DC (same connection on cooler) • Dimensions: 20.87"D x 18.58"H x 37.87"W <p>NOTE: 12V powered</p>
21.00		<u>MISCELLANEOUS OTHER:</u>
21.01	2	<p>Girard Nova motorized retractable lateral arm awning. Features:</p> <ul style="list-style-type: none"> • Dual-pitch awning with up to three lateral arms for superior strength, • AC electric powered motor with crank handle/manual override • Sensor that will retract the awning to prevent damage from the wind <p>NOTE: Customer request of awning to cover the majority of the curb side layout. Factory color White included and any other color is additional charge. Location: Centered curbside</p>
21.02	2	<p>Girard awning LED light kit. G-Lite Awning Lighting system is an LED light strip in the outer rail to illuminate area under awning.</p> <p>NOTE: Controlled by a button on the Multiplex system.</p>



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Item	Qty	
21.03	1	15" wide roof access ladder mounted on rear. Ladder features: <ul style="list-style-type: none"> • All welded construction for maximum strength • 1" diameter X 0.083" brush finished tubular aluminum rails • Aluminum grip-strut rungs
21.04	1	Heavy-duty Quadra Mfg. Bigfoot® four point fully automatic one-touch leveling system. Includes: <ul style="list-style-type: none"> • Four (4) QEII-26 jacks with 17,000-lb. capacity each, 26" long with 20" stroke • Air ride dump valve • Fully automatic control panel with manual feature • Safety interlock when jacks are deployed
21.05	1	Set of four (4) Super Dolly Pads high density polypropylene, injection molded yellow colored for use with leveling system jacks. Pads measure 15" x 17" x 1" thick with a grab strap on one side.
21.06	2	5 pound dry chemical fire extinguisher.
21.07	3	Battery powered combination Carbon Monoxide and Smoke alarm.
21.08	1	Complete manual set, including the following (as applicable): <ul style="list-style-type: none"> • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
21.09	1	TRAINING. An LDV representative will provide up to eight (8) hours of orientation on LDV provided systems, as applicable: <ul style="list-style-type: none"> • Generator start up and shut down procedure • Leveling system operation • AC and DC electrical systems operation • HVAC systems operation • Mast operation • Audio/Video system operation, does not include programming DVR's, TV's, etc. • Alarm operation • Awning operation
21.10		LDV warranty of one (1) year/12,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.



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Item	Qty	
21.11		<p>Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to:</p> <ul style="list-style-type: none"> • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. <p>In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document.</p> <p>Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.</p>

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 Child Advocacy Center's request for SLFRF for counseling needs and meeting increase demand for the purpose of providing counseling and mental health services to children and their families who have been victims of crimes against children and completed an assessment regarding the project's eligibility under the U.S. Department of Treasury's Rules and Regulations Section, EC-3: Public Health-Negative Economic Impact: Public Sector, EC Subcategory 3.4 (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$789,000 to fund the counseling needs and meeting increase demand for the Kane County Child Advocacy Center, 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 Child Advocacy Center use of State and Local Fiscal Recovery Funds in the amount of \$789,000 to be used for counseling need and meeting increase demand, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

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

\$49,000	Counseling Services	355.800.668111.50620
\$10,000	Transportation	355.800.668111.56030
\$40,000	Building Improvements	355.800.668111.72012
(\$99,000)	Allowance for Budget Expense	355.800.668.85000

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY24 (\$230,000), FY25 (\$230,000) and FY26 (\$230,000).

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 October 10, 2023.

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Counseling Needs and Meeting Increased Demand for the Kane County Child Advocacy Center

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$789,000
If not budgeted, explain funding source: Various Sources	

Summary:

This resolution authorizes the Kane County Child Advocacy Center use of State and Local Fiscal Recovery Funds in the amount of \$789,000 to be used for counseling need and meeting increase demand, 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

CAC Funding

B Proposed Program Summary

Right now, the CAC funds their counselors through a VOCA (Victims of Crime Act) grant fund, with the purpose of supporting victims of crimes through state services. One of the effects of the pandemic is the impact it had on mental health services. The pandemic effectively resulted in a national shortage of available counselors, especially Spanish-speaking providers. While the pandemic itself has caused people mental stress, it has also made more people receptive to receiving help. The addition of the global pandemic on top of people's already existing trauma histories and/or everyday stressors has been shown to have escalated mental health problems but also awareness and acceptance of the need to seek treatment. The draw on resources for free services run by local crisis centers as well as private practices created waitlists that we've seen be as long as one year to begin services. There is a huge gap in equity with currently no Spanish speaking counselors being contracted by the CAC, which means that about 35% of CAC families are unable to get counseling through our program unless referred to outside partner agencies such as Mutual Ground or Community Crisis Center. However, one positive outcome of the pandemic is some counselors made the jump into opening their own practices. Therefore, we've seen several new counseling practices open locally. Due to the increased demand that we are seeing, partnering with multiple local counseling practices spread out around the county would allow more people of all incomes, with or without insurance, and also those with time constraints or difficulty getting to and from counseling access to services that are tailored to their needs. We would seek to contract additional counselors for a period of up to three years, to meet this heightened need, followed by a re-evaluation period.

Additionally, around 35-40% of individuals and families that receive counseling services from the CAC request additional sessions after the initial allowance of 15 sessions. The CAC's counseling program, due to grant budgets, is built to be a short-term trauma-focused program. There are often not an adequate number of sessions allowed to fully address someone's trauma as well as handle the challenges of the criminal justice system, such as cross-examination and changing court dates. These additional sessions would only be guaranteed for those who need and request the services. Currently, CAC begins with 15 (max. 20) sessions. However, many people need longer-term care, and it is hard to refer out to another counselor to continue their care due to the strain on available counselors as well as the emotional strain that causes children and families to have to be introduced to a new counselor and start from scratch in the rapport building process with that person. With families dealing with layers of complex trauma, such as multigenerational trauma and non-offending parents who were abused as children, VOCA contracted CAC counselor Julie Turner recommends an optional 30-40 sessions, which can last for up to a year. The County would cover the full cost of the sessions, which is expected to be \$125 per session. The program only relates to counseling services. The counseling is for the child victims of sexual and physical abuse and the victim's non-offending immediate family members (siblings and parents). We approximate the cost of counseling to be between \$112,500- \$200,000 per year.

Since transportation to and from counseling is a barrier to treatment that many families face, we also propose that ARPA funds would be used for that purpose. Either by way of having gas cards available for those with a vehicle, or providing Uber rides to and from counseling for those without a vehicle, many families tell us that they cannot seek counseling because of the financial cost of transportation. This has been seen during the pandemic and beyond. During and since the pandemic many families' finances were strained due to lack of income, the inability to work jobs in companies that shut down, and also due to having no childcare for their kids or being at home with their children due to school not being in person. This has had a lasting effect on many families. Many companies did not bounce back as the world began to reopen, and the financial hardship caused by the pandemic has been difficult for many, and impossible for some. This burden should not translate over to the child. This barrier to receiving the mental health treatment that every crime victim deserves should not exist only because their parent cannot afford the cost of providing transportation to counseling. Transportation via Uber may cost up to \$100 roundtrip, so for 15-40 sessions for approximately 20 families per year we estimate using anywhere from \$30,000 to \$60,000. Should gas cards be utilized in \$20 increments the cost is expected to be between \$6,000 to \$16,000. In order to regulate and track the usage of gas cards, after transportation assistance is requested by the family, we will distribute gas cards to the counselors to hand out after each session to ensure that the family returns for their next session, rather than give them a lump sum of gas cards. The counselor will be expected to include distribution amounts on their monthly billing statements and CAC staff will include this in our current counseling tracking system contained in the CAC database, which allows us to be able to export reports for grant and auditing purposes. The same tracking can be utilized for any Uber expenditures as well.

Tele-mental health, or that is counseling that takes place remotely, became a way that people could continue to get counseling while the pandemic meant that they could not be present for sessions in person. While this solution worked wonderfully for many people, it was not ideal for others. Some families that the CAC serves have multiple children in shared bedrooms, or share a home with multiple families, making it difficult to find the quiet space needed to have one-on-one tele-mental health with a counselor where their privacy was guaranteed. Other families could not afford internet services and therefore this option was not possible for them. We currently work with several counselors who continue to only do remote counseling due to continuing health concerns about the Covid-19 virus. The American Telemedicine Association, American Psychiatric Association, American Psychological Association and American Academy of Child & Adolescent Psychiatry have agreed that tele-mental health can still conform with best practice guidelines to be utilized as a delivery method of counseling services. A telehealth pilot study conducted in late 2020 showed very high satisfaction with the tele-mental health delivery format and that it increased access to trauma-focused treatment to underserved communities. Our proposal includes using space in the CAC Annex for tele-mental health services. We are asking to outfit two rooms in the Annex so that families have the safe space to receive counseling if their home is not conducive and in-person counseling is not either recommended or possible due to medical risk of Covid-19. Aesthetic improvements to paint and carpeting as well as furniture and computer equipment to be used in the Annex will cost an approximate \$40,000, but be a one-time cost. The breakdown of that would be approx. \$6,000 for painting two rooms, \$20,000 for carpeting, \$6,000 for furniture, and \$8,000 for tele-mental health computer equipment.

C Proposed Program Risk Considerations and Requirements Summary

Treasury identified combatting domestic violence and abuse as a need arising from the pandemic. The work of the CAC center would likely fall under the use category of assistance with "other needs" for survivors of domestic violence, sexual assault or human trafficking.

The County could argue that counseling services for survivors of abuse are reasonable "other needs" for survivors. The County could also argue that providing transportation support to the counseling sessions is analogous to providing childcare services because it is an additional service that enables the abuse victim to utilize the support services by removing structural impediments to access.

The County could argue that the capital expenditure to renovate a portion of the CAC facility to provide conference rooms for telehealth is also a reasonable measure to remove structural impediments to accessing counseling care. The County would need to be able to show that this is a reasonable expenditure through information on if there is a need for facilities outside of the home to access telehealth due to the availability of telehealth appointments over in person appointments and that some patients are unable to access telehealth from their own homes.

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D	Program Assessment Details	
Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide		
D.1	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
D.2	Select SLFRF Expenditure Category	EC1
D.3	SLFRF Expenditure Category Description	1: Public Health
D.4	Select SLFRF Expenditure Subcategory	1.11 Community Violence Interventions*^
D.5	Additional SLFRF Expenditure Categories for consideration	2.34 Aid to Impacted Nonprofit organizations
D.6	Comments regarding additional SLFRF Expenditure Categories	The rate of domestic abuse increased during the pandemic.
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?	No
D.13	What is the estimated number of subrecipients/beneficiaries?	0
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	0
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)	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

E	ARPA SLFRF Eligible Cost Category Designation - Items D.1 through D.6
<p>Treasury identified combatting domestic violence and abuse as a need arising from the pandemic. The work of the CAC center would likely fall under the use category of assistance with "other needs" for survivors of domestic violence, sexual assault or human trafficking.</p> <p>The County could argue that counseling services for survivors of abuse are reasonable "other needs" for survivors. The County could also argue that providing transportation support to the counseling sessions is analogous to providing childcare services because it is an additional service that enables the abuse victim to utilize the support services by removing structural impediments to access.</p> <p>The County could argue that the capital expenditure to renovate a portion of the CAC facility to provide conference rooms for telehealth is also a reasonable measure to remove structural impediments to accessing counseling care. The County would need to be able to show that there is a need for facilities outside of the home to access telehealth due to the availability of telehealth appointments over in person appointments and that some patients are unable to access telehealth from their own homes.</p> <p>Payment for Counseling Services and Transportation to Counseling</p> <ul style="list-style-type: none"> • "The interim final rule highlighted that some types of violence had increased during the pandemic and that the ability of victims to access services had decreased, noting as an example the challenges that individuals affected by domestic violence face in accessing services. Accordingly, the interim final rule enumerated as an eligible use, in disproportionately impacted communities, evidence-based community violence intervention programs." (pg. 4356) • "Treasury released further guidance identifying how enumerated eligible uses and eligible use categories under the interim final rule could support violence reduction efforts, including rehiring public sector staff, behavioral health services, and services to address negative economic impacts of the pandemic that may aid victims of crime." (pg. 4356) • "enumerated eligible uses like emergency housing assistance, cash assistance, or assistance with food, childcare, and other needs could be used to support survivors of domestic violence, sexual assault, or human trafficking who experienced public health or economic impacts due to the pandemic." (pg. 4356) 	

- "The COVID–19 pandemic placed meaningful strain on the child welfare and foster care system. Court hearings were delayed, essential mental health care was shifted to a virtual environment, and attendance and performance in school among foster children dropped sharply." (pg. 4364)

Renovation of Place to Provide Counseling Services

- "Capital expenditures, in certain cases, can be appropriate responses to the public health and economic impacts of the pandemic, in addition to programs and services. Like other eligible uses of SLFRF funds in this category, capital expenditures should be a related and reasonably proportional response to a public health or negative economic impact of the pandemic. The final rule clarifies and expands how SLFRF funds may be used for certain capital expenditures, including criteria and documentation requirements specified in this section, as applicable." (pg. 4389)
- "Responses must be reasonably designed to benefit the individual or class that experienced the impact or harm and must be related and reasonably proportional to the extent and type of impact or harm." (pg. 4390)

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)" (pg. 4380)

F ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"**F.1 Designating a Public Health Impact**

The CAC is charged with the duty of investigating and prosecuting sex crimes against children and major physical child abuse cases. Without being able to pay the right amount of personnel, we will see a lag in investigations and prosecution. This would directly put children in continued danger while being around the abuser.

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

It is well established that the CAC, with their responder model that houses the investigation, advocacy, and prosecution under the same roof, has increased the ability to investigate and prosecute these matters. The Kane County CAC was just re-certified to continue its mission. When a child reports the allegation, it is imperative that the child have a victim sensitive interview as soon as possible and prior to any other family influence to maintain the integrity of the investigation. Any delay in setting this would make prosecution more difficult.

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 D.17 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 irreparable 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 D.24 is populated with "Yes".**

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

This will assist in providing counseling services to those affected by CAC cases. During our last fiscal cycle, CAC ran out of counseling funds with three months remaining and had to limit the number of sessions to existing clients/victims and their families, and we could not offer our VOCA-funded counseling to anyone new.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-23-1327

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND KANE COUNTY TOURISM RECOVERY AND PROMOTION FOR A SUSTAINABLE FUTURE FUND FOR THE KANE COUNTY DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT

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

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

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

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

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

WHEREAS, the Kane County Development and Community Services Department has made a request in the amount of \$1,588,000 (One Million Five Hundred and Eighty-Eight Thousand Dollars) of SLFRF to fund Kane County Tourism Recovery and Promotion for a Sustainable Future Fund for the purpose of responding to the COVID-19 public emergency or its negative economic impacts; and

WHEREAS, Covid-19's impact on the hospitality and tourism industry has been devastating and unprecedented. The impact is estimated to be about nine times of that from 9/11. Many of our properties were unable to host group meetings, tournaments, and events. Restaurants were also affected by the closing of indoor dining, stay-at-home orders, and strict capacity limits. These mitigations forced the restaurant industry to pivot, when they could, to takeout and delivery. Though assisted with Federal Relief Programs to pay employees not

laid off and other rent and operational grants and loans, the future of the once robust hospitality industry that employed 1 in every 10 workers in Illinois is in peril. The hospitality industry took the brunt of the damage as a business sector and needs targeted long-term support to rebuild and regain its place as an economic powerhouse. For Kane County the average change was a decrease of 40% in hotel occupancy with a peak of 63.5% in the early months of COVID, as reported by Smith Travel Research. The Power of Travel is essential for economic recovery in Kane County. The hospitality and travel industry has been ravaged by the Covid-19 Pandemic. Prior to the pandemic year of 2020, visitor spending in Kane County topped \$532.78 million in 2019. In 2020, visitor spending and tax revenues statewide were down 49%. Regaining our position in the highly competitive tourism market is paramount. The result will be a lower tax burden to Kane County residents; and

WHEREAS, the Development and Community Services Department seeks to partner with the Elgin Area Convention & Visitors Bureau and the Aurora Area Convention & Visitors Bureau to administer this project; and

WHEREAS, the Aurora Area Convention & Visitors Bureau (AACVB) is a private, nonprofit organization dedicated to marketing and promoting the region as a premier overnight destination. The goal of the AACVB is to enhance the economic and environmental well-being of its communities; and

WHEREAS, the Elgin Area Convention & Visitors Bureau's mission is to collaboratively advocate for the thoughtful development and promotion of the region to stimulate the economy through tourism and create a sense of place for residents; 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 Development and Community Services Department's request for SLFRF for Kane County Tourism Recovery and Promotion for a Sustainable Future Fund for the purpose of responding to the COVID-19 public emergency or its negative economic impacts and completed an assessment regarding the project's eligibility under the U. S. Department of Treasury rules and regulations Section EC-2: Negative Economic Impacts, EC Subcategory 2.35 (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$1,588,000 (One Million Five Hundred and Eighty-Eight Thousand Dollars) to fund the Kane County Tourism Recovery and Promotion for a Sustainable Future Fund for the Kane County Development and Community Services 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 that the Kane County Board hereby authorizes the Kane County Development and Community Services Department use of State and Local Fiscal Recovery Funds in the amount of \$1,588,000 (One

Million Five Hundred and Eighty-Eight Thousand Dollars) to be used for Kane County Tourism Recovery and Promotion for a Sustainable Future Fund , 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 to execute separate grant agreements with (1) Elgin Area Convention & Visitors Bureau in the amount of \$794,000 (Seven Hundred and Ninety-Four Thousand Dollars) of SLFRF and (2) Aurora Area Convention & Visitors Bureau in the amount of \$794,000 (Seven Hundred and Ninety-Four Thousand Dollars) of SLFRF, based on the proposals attached as Exhibit B, to be distributed in accordance with the terms established pursuant to the respective grant agreements attached as Exhibit C, with final form of each respective grant agreement subject to approval by the State's Attorney's Office. The general ledger account for the Fiscal Year 2024 budget will be 355.800.668.85000 Allowance for Budget Expense.

Elgin

Elgin Area Convention & Visitors Bureau

Total funds requested \$794,000 to be distributed over a three year period as outlined below:

FY 2024 Total \$264,666: Digital Ads \$154,666; Print Ads \$80,000; Datayfy \$30,000

FY 2025 Total \$264,667: Digital Ads \$154,667; Print Ads \$80,000; Datayfy \$30,000

FY 2026 Total \$264,667: Digital Ads \$154,667; Print Ads \$80,000; Datayfy \$30,000

Aurora

Aurora Area Convention & Visitors Bureau

Total funds requested \$794,000 to be distributed over a three-year period as outlined below:

FY 2024 Total \$264,666: Digital Ads \$162,933; Print Ads \$85,000; Datafy \$16,733

FY 2025 Total \$264,667: Digital Ads \$162,934; Print Ads \$85,000; Datafy \$16,733

FY 2026 Total \$264,667: Digital Ads \$162,934; Print Ads \$85,000; Datafy \$16,733

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Kane County Tourism Recovery and Promotion for a Sustainable Future Fund for the Kane County Development and Community Services Department

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$1,588,000.00
If not budgeted, explain funding source: 355.800.668.85000	

Summary:

This resolution authorizes the Kane County Development and Community Services Department use of State and Local Fiscal Recovery Funds in the amount of \$1,588,000 (One Million Five Hundred and Eighty-Eight Thousand Dollars) to be used for Kane County Tourism Recovery and Promotion for a Sustainable Future Fund , 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	
	Grants to CVBs	

B	Proposed Program Summary	
	<p>The Development Department proposes providing grants to two Kane County Convention Visitor Bureaus located in Aurora and Elgin. The Aurora Area CVB requested \$750,000 in funding to use for Tourism advertising in both print and digital mediums. The ads would target potential travelers in the midwest, and promote the attractions within the County.</p> <p>The Elgin Areas CVB requested \$750,000 in funding to be spent on tourism advertising (\$579,890), Datafy Software (\$30,000), Travel Expenses (\$8,360), Trade Show Registration (\$26,750), and Sport Tournament Sponsorships (\$45,000). The Datafy Software is to track the impact of advertising to make informed marketing decisions. The Travel expenses are to send Kane County representatives to the Trade Show where they will be marketing the County's Tourism.</p>	

C	Proposed Program Risk Considerations and Requirements Summary	
	<p>Marketing Support for Kane County's tourism industry is likely eligible under 2.35 Aid to Tourism Travel and Hospitality. In order for this project to be eligible the County would need to argue that marketing expenses directly address the harm to tourism in Kane County during the Covid-19 pandemic. The investments in marketing would need to be designed to counter the dramatic reduction in Tourism within Kane County.</p>	

D	Program Assessment Details	
	Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide	
D.1	Select the appropriate broad SLFRF category applicable to this project	Responding to the public health and negative economic impacts of the pandemic
D.2	Select SLFRF Expenditure Category	EC2
D.3	SLFRF Expenditure Category Description	2: Negative Economic Impacts
D.4	Select SLFRF Expenditure Subcategory	2.35 Aid to Tourism, Travel, or Hospitality^
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?	No
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?	2
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	0
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	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?	Not Applicable

E	ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6	
	<p>Marketing Support for Kane County's tourism industry is likely eligible under 2.35 Aid to Tourism Travel and Hospitality. In order for this project to be eligible the County would need to argue that marketing expenses directly address the harm to tourism in Kane County during the Covid-19</p>	

pandemic. The investments in marketing would need to be designed to counter the dramatic reduction in Tourism within Kane County.

Citations

> "The interim final rule allowed for "aid to tourism, travel, and hospitality, and other impacted industries" that responds to the negative economic impacts of the COVID-19 public health emergency." (4381)

>" Treasury further provided that aid should be limited to businesses, attractions, business districts, and Tribal development districts that were operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Examples of eligible aid include assistance to implement COVID-19 mitigation and infection prevention measures, aid to support safe reopening of businesses in these industries, as well as aid for a planned expansion or upgrade of tourism, travel, and hospitality facilities delayed due to the pandemic. The interim final rule and Treasury's subsequent Compliance and Reporting Guidance also required governments to publicly report assistance provided to private-sector businesses under this eligible use and maintain records of their assessments to facilitate transparency and accountability." (pg. 4381)

>"Examples of aid that recipients asked to be considered eligible include aid to businesses to cover COVID-19 mitigation costs and planned renovations or improvements to tourism, travel, and hospitality facilities, as well as marketing and in-kind incentives to attract visitors. " (pg. 4382)

Response:" In response to commenters' requests for clarification on eligible aid, the final rule requires that aid to impacted industries, including to Tribal development districts, be designed to address the harm experienced by the impacted industry. First, recipients should identify a negative economic impact, i.e., an economic harm, that is experienced by businesses in the impacted industry. Second, recipients should select a response that is designed to address the identified economic harm resulting from or exacerbated by the public health emergency. Responses must also be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses" (pg. 4383)

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
	<p>Covid-19's impact on the hospitality and tourism industry has been devastating and unprecedented. The impact is estimated to be about nine times of that from 9/11. Many of our properties were unable to host group meetings, tournaments, and events. Restaurants were also affected by the closing of indoor dining, stay-at-home orders, and strict capacity limits. These mitigations forced the restaurant industry to pivot, when they could, to takeout and delivery. Though assisted with Federal Relief Programs to pay employees not laid off and other rent and operational grants and loans, the future of the once robust hospitality industry that employed 1 in every 10 workers in Illinois is in peril. The hospitality industry took the brunt of the damage as a business sector and needs targeted long-term support to rebuild and regain its place as an economic powerhouse. For Kane County the average change was a decrease of 40% in hotel occupancy with a peak of 63.5% in the early months of COVID, as reported by Smith Travel Research.</p> <p>The Power of Travel is essential for economic recovery in Kane County. The hospitality and travel industry has been ravaged by the Covid-19 Pandemic. Prior to the pandemic year of 2020, visitor spending in Kane County topped \$532.78 million in 2019. In 2020, visitor spending and tax revenues statewide were down 49%. Regaining our position in the highly competitive tourism market is paramount. The result will be a lower tax burden to Kane County residents.</p>
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
	<p>We have the perfect location, with our close proximity to Chicago and the Fox River, for leisure road trips, meetings, group tours and sporting events. Easy access by car, train, and air. Open spaces filled with hiking, water activities and biking. We need to bring back the hospitality workforce and promote our communities as destinations to meet, to play, to work and to live. In fact, we must be relentless in positioning Kane County as a destination. If we do that, then we are – in turn – relentless in protecting the livelihood of our small businesses, our local flavors, and ultimately protecting the livelihood of our economy, our communities and our families. Locally we offer visitors experiences up and down the Fabulous Fox! Water Trail with kayaking and biking, events that bring visitors from across the Midwest, architecture worth exploring, with a variety of boutiques and specialty shops and lodging options. Our Kane County communities are home to an amazing food scene and some of the best agritourism opportunities anywhere in Illinois. We are home to an active outdoor lifestyle with miles of bike trails, hiking, and running trails. Kane County also boasts several colleges and universities drawing students and visitors from near and far.</p> <p>Cook County and Lake County have granted out ARPA and additional federal funding to their state-certified convention and visitor bureaus over the last couple of years. It was with those plans in mind that the Elgin Area Convention & Visitors Bureau and Aurora Area Convention & Visitors Bureau worked together to create a template for a similar plan for Kane County's state-certified convention and visitor bureaus. These efforts would focus on attracting leisure travelers and tournaments to the region to create additional hotel tax and help rebound the hospitality industry.</p>
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

Tourism is presumed to be impacted by the pandemic.

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.	
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	n/a

Tourism Proposal

AMERICAN RESCUE PLAN ACT



Submitted By:

Krisilee Murphy, Elgin Area Convention & Visitors Bureau (EACVB), State-Certified

PANDEMIC IMPACT TO HOSPITALITY OVERVIEW

Covid-19's impact on the hospitality and tourism industry has been devastating and unprecedented. The impact is estimated to be about nine times of that from 9/11. Many of our properties were unable to host group meetings, tournaments and events. Restaurants were also affected by the closing of indoor dining, stay-at-home orders and strict capacity limits. These mitigations forced the restaurant industry to pivot, when they could, to takeout and delivery. Though assisted with Federal Relief Programs to pay employees not laid off and other rent and operational grants and loans, the future of the once robust hospitality industry that employed 1 in every 10 workers in Illinois is in peril. The hospitality industry took the brunt of the damage as a business sector and needs targeted long-term support to rebuild and regain its place as an economic powerhouse for Kane County. For Kane County the average change was a decrease of **40% in hotel occupancy** with a **peak of 63.5%** in the early months of COVID, as reported by Smith Travel Research.

The Power of Travel is essential for economic recovery in Kane County. The hospitality and travel industry has been ravaged by the Covid-19 Pandemic. Prior to the pandemic year of 2020, visitor spending in Kane County topped \$656.5 million in 2019. In 2020, visitor spending

and tax revenues statewide were down 49%. Regaining our position in the highly competitive tourism market is paramount. The result will be a lower tax burden to Kane County residents.

We have the perfect location, with our close proximity to Chicago and the Fox River, for leisure road trips, meetings, group tours and sporting events. Easy access by car, train and air. Open spaces filled with hiking, water activities and biking. We need to bring back the hospitality workforce and promote our communities as destinations to meet, to play, to work and to live. In fact, we must be relentless in positioning Kane County as a destination. If we do that, then we are – in turn – relentless in protecting the livelihood of our small businesses, our local flavors, and ultimately protecting the livelihood of our economy, our communities and our families.

Locally we offer visitors experiences up and down the Fabulous Fox! Water Trail with kayaking and biking, events that bring visitors from across the Midwest, architecture worth exploring, with a variety of boutiques and specialty shops and lodging options.

Our Kane County communities are home to an amazing food scene and some of the best agritourism opportunities anywhere in Illinois. We are home to an active outdoor lifestyle with miles of bike trails, hiking, and running trails. Kane County also boasts several colleges and universities drawing students and visitors from near and far.

STRATEGIC INITIATIVE

Cook County and Lake County have granted out ARPA and additional federal funding to their state-certified convention and visitor bureaus over the last couple of years. It was with those plans in mind that the Elgin Area Convention & Visitors Bureau and Aurora Area Convention & Visitors Bureau worked together to create a template for a similar plan for Kane County's state-certified convention and visitor bureaus. These efforts would focus on attracting leisure travelers and tournaments to the region to create additional hotel tax and help rebound the hospitality industry.

Bringing a tournament, meeting or visitor to Kane County is more competitive than ever before. We are now competing with destinations that were given ARPA and additional federal funding to rebound their hospitality economy. They are putting that money directly into bid fees and incentives for groups.

ARPA FUNDS REQUESTED

After discussion with Kane County staff the Elgin Area Convention & Visitors Bureau is requesting \$794,000 to be distributed over a three-year period, with funds being distributed at the beginning of the fiscal year.

Total funds requested \$794,000 to be distributed over a three-year period as outlined below:

	2024	2025	2026
MARKETING			
Digital Ads	\$154,666.67	\$154,666.67	\$154,666.67
Print Ads	\$80,000	\$80,000	\$80,000
MARKETING SERVICES			
Datafy Software or Similar	\$30,000	\$30,000	\$30,000
TOTAL	\$264,666.67	\$264,666.67	\$264,666.67

- These are estimates of overall costs. Flexibility is crucial as publications, pricing and market focus may change over the three-year period.

Definitions of Line Items

Marketing

- All digital and print ads will target drive markets already used by the Elgin Area Convention & Visitors Bureau and Illinois Office of Tourism.
- Target leisure markets will primarily include Chicago/Metro, Iowa/Quad Cities, Indiana/Indianapolis and Wisconsin/Southern with the greater Midwest region included based on messaging and relevancy.
- Ads will focus on niches relevant to Kane County/Elgin Area: Fabulous Fox! Water Trail/Outdoor Recreation, Sports Tournaments, Agritourism, Weekend Getaways for Families and Food Trails to promote small businesses.
- Digital ads will run through Datafy, Google or Social Media and will be managed EACVB staff.
- Print ads can be in Midwest Living Magazine, AAA Living, Illinois Travel Guide or other print magazines that make sense for attracting overnight visitors.
- All ads will lead potential visitors to www.ExploreElginArea.com which will feature a clickable Kane County logo. Once a logo is determined those can also be placed on ads.

Marketing Services

- Datafy or a similar company, is a contract that will give the Elgin Area Convention & Visitors Bureau hard data to make educated decisions with all ad dollars and track visitor spending throughout the destination. This data will be shared with Kane County on reports.

Reporting

All ads will be directed to ExploreElginArea.com where the county logo will be placed on the footer of the main page, similar to Enjoy Illinois. The website pages are tracked through Google Analytics.

Elgin Area Convention & Visitors Bureau will provide quarterly reports, similar to performance reports given to the Illinois Office of Tourism for the Local Tourism and Convention Bureau grant. Results will also be reported on the Elgin Area Convention & Visitors Bureau Quarterly Report in a special section drawing attention to the county program. Elgin Area Convention & Visitors Bureau will provide a full report and proof of funds expensed at the end of each year.

Elgin Area Convention & Visitors Bureau runs on a fiscal year of July 1st - June 30th.

AGENCIES CONTACT INFORMATION

Elgin Area Convention & Visitors Bureau – State Certified CVB

Krisilee Murphy – Krisilee@ExploreElginArea.com

630-337-7390 (direct)

www.ExploreElginArea.com

Communities Represented: Elgin, Carpentersville, East Dundee, Gilberts, Hampshire, Pingree Grove, Sleepy Hollow, South Elgin, West Dundee

Plan is partially in partnership with Aurora Area Convention & Visitors Bureau

Aurora Area Convention & Visitors Bureau – State Certified CVB

Cort Carlson - cort@enjoyaurora.com

630-256-3191 (direct)

www.EnjoyAurora.com

Communities Represented: Aurora, Batavia, Big Rock, Hinckley, Montgomery, North Aurora and Sugar Grove

Tourism Proposal

AMERICAN RESCUE PLAN ACT



Submitted By:

Cort Carlson, Aurora Area Convention & Visitors Bureau (AACVB), State-Certified

PANDEMIC IMPACT TO HOSPITALITY OVERVIEW

Covid-19's impact on the hospitality and tourism industry has been devastating and unprecedented. The impact is estimated to be about nine times of that from 9/11. Many of our properties were unable to host group meetings, tournaments and events. Restaurants were also affected by the closing of indoor dining, stay-at-home orders and strict capacity limits. These mitigations forced the restaurant industry to pivot, when they could, to takeout and delivery. Though assisted with Federal Relief Programs to pay employees not laid off and other rent and operational grants and loans, the future of the once robust hospitality industry that employed 1 in every 10 workers in Illinois is in peril. The hospitality industry took the brunt of the damage as a business sector and needs targeted long-term support to rebuild and regain its place as an economic powerhouse for Kane County. For Kane County the average change was a decrease of **40% in hotel occupancy** with a **peak of 63.5%** in the early months of COVID, as reported by Smith Travel Research.

The Power of Travel is essential for economic recovery in Kane County. The hospitality and travel industry has been ravaged by the Covid-19 Pandemic. Prior to the pandemic year of 2020, visitor spending in Kane County topped \$656.5 million in 2019. In 2020, visitor spending

and tax revenues statewide were down 49%. Regaining our position in the highly competitive tourism market is paramount. The result will be a lower tax burden to Kane County residents.

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Cook County and Lake County have granted out ARPA and additional federal funding to their state-certified convention and visitor bureaus over the last couple of years. It was with those plans in mind that the Aurora Area Convention & Visitors Bureau and Elgin Area Convention & Visitors Bureau worked together to create a template for a similar plan for Kane County's state-certified convention and visitor bureaus. These efforts would focus on attracting leisure travelers and tournaments to the region to create additional hotel tax and help rebound the hospitality industry.

Bringing a tournament, meeting or visitor to Kane County is more competitive than ever before. We are now competing with destinations that were given ARPA and additional federal funding to rebound their hospitality economy. They are putting that money directly into bid fees and incentives for groups.

ARPA FUNDS REQUESTED

After discussion with Kane County staff the Aurora Area Convention & Visitors Bureau is requesting \$794,000 to be distributed over a three-year period, with funds being distributed at the beginning of the fiscal year.

Total funds requested \$794,000 to be distributed over a three-year period as outlined below:

	Year 1	Year 2	Year 3
ADVERTISING			
Digital ads	\$162,933.33	\$162,933.33	\$162,933.33
Print ads	\$85,000	\$85,000	\$85,000
MARKETING SERVICES			
Datafy	\$16,733.34	\$16,733	\$16,733
TOTAL	\$264,666.67	\$264,666.67	\$264,666.67

** These are estimates of overall costs. Flexibility is crucial as publications, pricing and market focus may change over the three-year period.*

Definitions of Line Items

Marketing

- All digital and print ads will target drive markets already used by the Aurora Area Convention & Visitors Bureau and Illinois Office of Tourism.
- Target leisure markets will primarily include Chicago/Metro, Iowa/Quad Cities, Indiana/Indianapolis and Wisconsin/Southern with the greater Midwest region included based on messaging and relevancy.
- Leisure advertising will focus on attractions relevant to Kane County/Aurora Area: Fabulous Fox! Water Trail/Outdoor Recreation, Sports Tournaments, Agritourism, Weekend Getaways for Families and Food Trails to promote small businesses.
- Niche market advertising will focus on sports, groups, and meetings, highlighting Stuart Sports Complex and other relevant attractions to each market.
- Digital ads will run through Datafy, Google or Social Media and will be managed AACVB staff.
- Print ads can be in Midwest Living Magazine, AAA Living, Illinois Travel Guide or other print magazines that make sense for attracting overnight visitors.
- All ads will lead potential visitors to <http://www.enjoyaurora.com/> which will feature a clickable Kane County logo. Once a logo is determined those can also be placed on ads.

Marketing Services

Datafy is a software as a service (SaaS) platform contracted by the Aurora Area Convention & Visitors Bureau to make educated decisions with all ad dollars and track visitor spending throughout the destination. This data will be shared with Kane County on reports.

Reporting

All ads will be directed to EnjoyAurora.com where the county logo will be placed on the footer of the main page, similar to Enjoy Illinois. The website pages are tracked through Google Analytics.

Aurora Area Convention & Visitors Bureau will provide quarterly reports, similar to performance reports given to the Illinois Office of Tourism for the Local Tourism and Convention Bureau grant. Results will also be reported on the Aurora Area Convention & Visitors Bureau Quarterly Report in a special section drawing attention to the county program. Aurora Area Convention & Visitors Bureau will provide a full report and proof of funds expended at the end of each year.

Aurora Area Convention & Visitors Bureau runs on a fiscal year of July 1st - June 30th.

AGENCIES CONTACT INFORMATION

Aurora Area Convention & Visitors Bureau – State Certified CVB

Cort Carlson - cort@enjoyaurora.com

630-256-3191 (direct)

www.EnjoyAurora.com

Communities Represented: Aurora, Batavia, Big Rock, Hinckley, Montgomery, North Aurora and Sugar Grove

Plan is partially in partnership with Elgin Area Convention & Visitors Bureau

Elgin Area Convention & Visitors Bureau – State Certified CVB

Krisilee Murphy – Krisilee@ExploreElginArea.com

630-337-7390 (direct)

www.ExploreElginArea.com

Communities Represented: Elgin, Carpentersville, East Dundee, Gilberts, Hampshire, Pingree Grove, Sleepy Hollow, South Elgin, West Dundee

October 10, 2023

Unique Identifier: 36872855

GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND ELGIN AREA CONVENTION AND VISITORS BUREAU

THIS AGREEMENT, having start date of December 1, 2023, is entered into by and between the County of Kane (“County”), and Elgin Area Convention and Visitors Bureau (“Subrecipient”), and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to the Subrecipient. The County and Subrecipient 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; or (4) to make necessary investments in water, sewer, or broadband infrastructure; 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 the Subrecipient 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 the Subrecipient 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 Subrecipient 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), and all applicable guidance issued by the Treasury Department and all other applicable Federal laws and regulations.
- B. Hold Harmless:** The Subrecipient shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. The Subrecipient 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:** The Subrecipient 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 Subrecipient 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 Subrecipient that such expenses which the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, including interest, attorney's fees, or any penalty provided by law. The Subrecipient shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Subrecipient is obligated to indemnify, defend and hold harmless the County under this Agreement. The Subrecipient 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 Subrecipient's use of the grant payments by the Federal government. If the County determines that the Subrecipient has used the grant payments inconsistent with the objectives of the Subrecipient's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if the Subrecipient has not spent the total amount of grant funds by the end of the period of performance, the Subrecipient shall repay the amount identified by the County to: County of Kane.

- D. Misrepresentations & Noncompliance:** The Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in the Subrecipient's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of the Subrecipient's knowledge. The Subrecipient acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. The Subrecipient 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 Subrecipient representation(s) or information untrue or incorrect or otherwise impair the Subrecipient's ability to fulfill the Subrecipient's obligations under this Agreement.
- E. Workers' Compensation:** The Subrecipient 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 Subrecipient shall carry sufficient insurance coverage to protect any grant funds provided to the Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. The Subrecipient's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, the Subrecipient shall provide a Certificate of Insurance satisfactory to the requirement of the County. If the Subrecipient is self-insured, then the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to the Subrecipient under this Agreement; or
- Submission by the Subrecipient 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 Subrecipient 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 Subrecipient pertaining to any matter resulting from a contract.

J. Debarment / Suspension and Voluntary Exclusion:

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

- K. Governing Law and Venue:** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- L. Conflict of Interest:** The Subrecipient 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 December 1, 2023 and shall expire on September 30, 2026, unless terminated pursuant to this Agreement. Any grant funds that are not expended by the Subrecipient 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 for any invoices made or submitted beyond the Budget Period.
- N. Eligible Expenses:** The Subrecipient shall spend funds on allowable costs, as described below. The Subrecipient shall spend funds in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF. For the purposes of this agreement, the Subrecipient 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 the Subrecipient's program and the eligible uses of grant funds. The Subrecipient agrees that the sole and exclusive decision as to whether or not the Subrecipient's use of the grant funds is approved lies within the discretion of the County. The Subrecipient 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 the Subrecipient'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 the Subrecipient from

any other source. The County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. The Subrecipient will submit financial reports to support the payment schedule per the terms in **Exhibit A**. The Subrecipient 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:** The Subrecipient 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 the County. The Subrecipient 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. 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. The Subrecipient is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements.
- Q. Internal Controls:** The Subrecipient 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, the Subrecipient must provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.
- R. Specific Conditions:** The Subrecipient 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:** The County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. The Subrecipient shall participate in monitoring activities at the request of the County. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by the Subrecipient with the Agreement terms.
- T. Reporting Procedures:** Per Exhibit A, the Subrecipient agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which Subrecipient has used the grant funds under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to reimbursement requests. The County may also request that the Subrecipient 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 Subrecipient.
- U. FOIA:** The Subrecipient 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)). The Subrecipient 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 Subrecipient 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

Subrecipient: [Enter Subrecipient 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

The County's failure to act with respect to a breach by the Subrecipient 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

The Subrecipient certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. The Subrecipient 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. The Subrecipient 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. The Subrecipient 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: December 1, 2023, through September 30, 2026

Budget Period: The timeframe for spending is from January 1, 2024, through September 30, 2026.

Award Amount: Total obligation under this Agreement is \$794,000.00

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

VI. ENTIRE AGREEMENT

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

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. 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 Subrecipient 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.

Subrecipient:
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: Subrecipient represents Elgin, Carpentersville, East Dundee, Gilberts, Hampshire, Pingree Grove, Sleepy Hollow, South Elgin, and West Dundee.
2. Purpose of Award: The Treasury Department has recognized that the tourism, travel, and hospitality industries were severely negatively impacted by the COVID-19 pandemic. This program will provide assistance to the impacted tourism, travel, and hospitality industries in Kane County.
3. Eligible Costs: The Subrecipient 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, the Subrecipient is authorized to spend \$794,000 (Seven Hundred Ninety-Four Thousand Dollars) to provide assistance to the impacted tourism, travel, and hospitality industries in Kane County. Eligible costs are considered:
 - (A) \$464,000 (Four Hundred and Sixty-Four Thousand Dollars) for digital advertisement marketing to promote the tourism, travel, and hospitality industries in Kane County;
 - (B) \$240,000 (Two Hundred and Forty Thousand Dollars) for print advertisement Ads, to promote the tourism, travel, and hospitality industries in Kane County;
 - (C) \$90,000 (Ninety Thousand Dollars) for the Subrecipient's Datafy Software or similar software to assist in utilizing hard data to make educated decisions and track visitor spending on any spending associated with tourism, travel and hospitality.
4. Performance Measures: The County may request additional information from the Subrecipient as needed to measure performance under this Agreement.
5. Required Reporting
 - a. Programmatic reports: At the County's request, the Subrecipient shall 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 Subrecipient's implementation of the Program.
 - b. Financial reports: At the County's request, the Subrecipient shall 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 the Subrecipient's implementation of the Program. Financial reports shall describe the expenditures related to this Agreement. The Subrecipient'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: The Subrecipient shall describe the status of the implementation of the Program and all related activities. The closeout report shall further include an accounting of all costs and expenses incurred by the Subrecipient 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 Subrecipient will submit invoices for expenditures of eligible costs for the County to make direct payments. Invoices must be presented to the County each month on a day to be determined by the County. The Subrecipient will submit with each invoice, any forms or other documentation indicating the expenditures that are for tourism, travel and hospitality. The Subrecipient will supply a quarterly report detailing their activities and use of grant funds pursuant to this Agreement.

DRAFT

Exhibit B: Specific Conditions

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

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

DRAFT

October 10, 2023

Unique Identifier: 36872855

GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND AURORA AREA CONVENTION AND VISITORS BUREAU

THIS AGREEMENT, having start date of December 1, 2023, is entered into by and between the County of Kane (“County”), and Aurora Area Convention and Visitors Bureau (“Subrecipient”), and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to the Subrecipient. The County and Subrecipient 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; or (4) to make necessary investments in water, sewer, or broadband infrastructure; 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 the Subrecipient 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 the Subrecipient 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 Subrecipient 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), and all applicable guidance issued by the Treasury Department and all other applicable Federal laws and regulations.
- B. Hold Harmless:** The Subrecipient shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. The Subrecipient 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:** The Subrecipient 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 Subrecipient 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 Subrecipient that such expenses which the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient, including interest, attorney's fees, or any penalty provided by law. The Subrecipient shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Subrecipient is obligated to indemnify, defend and hold harmless the County under this Agreement. The Subrecipient 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 Subrecipient's use of the grant payments by the Federal government. If the County determines that the Subrecipient has used the grant payments inconsistent with the objectives of the Subrecipient's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if the Subrecipient has not spent the total amount of grant funds by the end of the period of performance, the Subrecipient shall repay the amount identified by the County to: County of Kane.

- D. Misrepresentations & Noncompliance:** The Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in the Subrecipients documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of the Subrecipient's knowledge. The Subrecipient acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. The Subrecipient 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 Subrecipient representation(s) or information untrue or incorrect or otherwise impair the Subrecipient's ability to fulfill the Subrecipient's obligations under this Agreement.
- E. Workers' Compensation:** The Subrecipient 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 Subrecipient shall carry sufficient insurance coverage to protect any grant funds provided to the Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. The Subrecipient's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, the Subrecipient shall provide a Certificate of Insurance satisfactory to the requirement of the County. If the Subrecipient is self-insured, then the Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to the Subrecipient under this Agreement; or
- Submission by the Subrecipient 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 Subrecipient 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 Subrecipient pertaining to any matter resulting from a contract.

J. Debarment / Suspension and Voluntary Exclusion:

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

statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

- K. Governing Law and Venue:** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
- L. Conflict of Interest:** The Subrecipient 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 December 1, 2023 and shall expire on September 30, 2026, unless terminated pursuant to this Agreement. Any grant funds that are not expended by the Subrecipient 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 for any invoices made or submitted beyond the Budget Period.
- N. Eligible Expenses:** The Subrecipient shall spend funds on allowable costs, as described below. The Subrecipient shall spend funds in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF. For the purposes of this agreement, the Subrecipient 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 the Subrecipient's program and the eligible uses of grant funds. The Subrecipient agrees that the sole and exclusive decision as to whether or not the Subrecipient's use of the grant funds is approved lies within the discretion of the County. The Subrecipient 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 the Subrecipient'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 the Subrecipient from any other source. The County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. The Subrecipient will submit financial reports to support the payment schedule per the terms in **Exhibit A**. The Subrecipient 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:** The Subrecipient 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 the County. The Subrecipient 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. 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. The Subrecipient is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements.
- Q. Internal Controls:** The Subrecipient 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, the Subrecipient must provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.
- R. Specific Conditions:** The Subrecipient 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:** The County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. The Subrecipient shall participate in monitoring activities at the request of the County. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by the Subrecipient with the Agreement terms.
- T. Reporting Procedures:** Per Exhibit A, the Subrecipient agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which Subrecipient has used the grant funds under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to a reimbursement request. The County may also request that the Subrecipient 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 Subrecipient.

- U. **FOIA:** The Subrecipient 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)). The Subrecipient 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 Subrecipient 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

Subrecipient: [Enter Subrecipient 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

The County's failure to act with respect to a breach by the Subrecipient 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

The Subrecipient certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. The Subrecipient 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. The Subrecipient 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. The Subrecipient 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: December 1, 2023, through September 30, 2026.

Budget Period: The timeframe for spending is from January 1, 2024, through September 30, 2026.

Award Amount: Total obligation under this Agreement is \$794,000.00

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

VI. ENTIRE AGREEMENT

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

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. 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 Subrecipient 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.

Subrecipient:

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: Subrecipient represents Aurora, Batavia, Big Rock, Montgomery, North Aurora, and Sugar Grove.
2. Purpose of Award: The Treasury Department has recognized that the tourism, travel, and hospitality industries were severely negatively impacted by the COVID-19 pandemic. This program will provide assistance to the impacted tourism, travel, and hospitality industries in Kane County.
3. Eligible Costs: The Subrecipient 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, the Subrecipient is authorized to spend \$794,000 (Seven Hundred Ninety-Four Thousand Dollars) to provide assistance to the impacted tourism, travel, and hospitality industries in Kane County. Eligible costs are considered:
 - (A) \$488,801 (Four Hundred Eighty-Eight Thousand Eight Hundred and One Dollar) for digital advertisement marketing to promote the tourism, travel, and hospitality industries in Kane County;
 - (B) \$255,000 (Two Hundred Fifty-Five Thousand Dollars) for print advertisement marketing to promote the tourism, travel, and hospitality industries in Kane County;
 - (C) \$50,199 (Fifty Thousand One Hundred Ninety-Nine Dollars) for the Subrecipient's Datafy Software or similar software to assist in utilizing hard data to make educated decisions and track visitor spending on any spending associated with tourism, travel and hospitality.
4. Performance Measures: The County may request additional information from the Subrecipient as needed to measure performance under this Agreement.
5. Required Reporting
 - a. Programmatic reports: At the County's request, the Subrecipient shall 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 Subrecipient's implementation of the Program.
 - b. Financial reports: At the County's request, the Subrecipient shall 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 the Subrecipient's implementation of the Program. Financial reports shall describe the expenditures related to this Agreement. The Subrecipient'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: The Subrecipient shall describe the status of the implementation of the Program and all related activities. The closeout report shall further include an accounting of all costs and expenses incurred by the Subrecipient 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 Subrecipient will submit invoices for expenditures of eligible costs for the County to make direct payments. Invoices must be presented to the County each month on a day to be determined by the County. The Subrecipient will submit with each invoice, any forms or other documentation indicating the expenditures that are for tourism, travel and hospitality. The Subrecipient will supply a quarterly report detailing their activities and use of grant funds pursuant to this Agreement.

DRAFT

Exhibit B: Specific Conditions

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

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

DRAFT

agreement with Ernst & Young LLP for services related to the planning, accounting, distribution, and reporting of the County's SLFRF.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the American Rescue Plan Program Manager to approve invoices for the Ernst & Young LLP professional services engagement related to the County's SLFRF not to exceed the amount which the Kane County Board has previously authorized in the professional services agreement with Ernst & Young LLP for services related to the planning, accounting, distribution, and reporting of the County's SLFRF.

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the ARPA Program Manager to Approve Invoices from Ernst & Young LLP for Professional Services Related to the ARPA Program

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

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

Summary:

This resolution authorizes the American Rescue Plan Program Manager to approve invoices for the Ernst & Young LLP professional services engagement related to the County's SLFRF not to exceed the amount which the Kane County Board has previously authorized in the professional services agreement with Ernst & Young LLP for services related to the planning, accounting, distribution, and reporting of the County's SLFRF.

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:

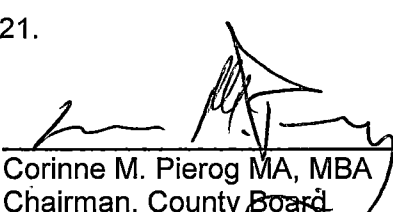
Account	Description	Amount
355.800.66871.50150	ARP Admin: Contractual -Ernst & Young	+\$100,000
355.800.668.85000	ARP: Contingency	- \$100,000

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

STATE OF ILLINOIS)
 SS.
COUNTY OF KANE)

RESOLUTION NO. 23-139

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

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

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

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

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

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

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

WHEREAS, on November, 15, 2021, the Kane County Board Chairman executed a professional services agreement with Ernst & Young LLP ("Exhibit A"), with an expected term through December 2024, and with fees associated with the County's requested services not to exceed \$1,000,000 (One Million Dollars) unless approved by the Kane County Board; and

WHEREAS, to ensure the best allocation of the County's SLFRF, 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

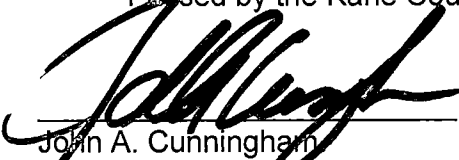
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No

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

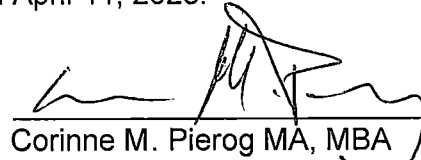
If funds are not currently available in the specified line item, where are the funds available?

355.800.668.85000- Allowance for Budget Expense

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



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



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

Vote:

passed