



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, August 28, 2024

10:30 AM

County Board Room

1. Call To Order
2. Roll Call
3. Remote Attendance Requests
4. Approval of Minutes: July 24, 2024
5. Public Comment (Agenda Items)
6. Public Comment (Non-Agenda Items)
7. Discussion Items
 - A. ARP Committee Report
 - B. Other Committee Matters
8. New Business
 - A. **Resolution:** Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Revenue Loss Recoupment Fund 356 to Fund 001 and from Fund 001 to Fund 500 to Fund Judicial Center Water Quality Improvements for the Kane County Building Management Department
 - B. **Resolution:** Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Revenue Loss Recoupment Fund 356 to Fund 001 to Fund 420 to Fund Countywide Wetland Resources Mapping Update for the Kane County Department of Environmental & Water Resources
 - C. **Resolution:** Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment Fund 356 to Fund 001 to Fund 405 to Fund the Kane County Unstudied Floodplain Mapping Initiative for the Kane County Department of Environmental & Water Resources
 - D. **Resolution:** Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Revenue Loss Recoupment Fund 356 to Fund 001 to Fund 650 to fund the Recycling Contractual Services and Commodities for the Kane County Department of Environmental & Water Resources

- E. Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Environmental and Water Resources to Fund the Base Flood Benchmarking for the Kane County Department of Environmental & Water Resources
 - F. Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to fund Kane County Satellite Offices Building in Elgin HVAC System Renovations for the Kane County Building Management Department
 - G. Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to fund HVAC Improvements at the 3rd Street Courthouse (Part 2) for the Kane County Building Management Department
 - H. Resolution:** Amending Resolution 24-175 Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Adult Justice Center Domestic Hot Water Improvements for the Kane County Building Management Department to Increase the ARPA Award Amount by \$1,000,000
 - I. Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Services for Adults with Disabilities for Fox Valley Sheltered Workshop Non-Profit Organization in Kane County
 - J. Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Flag Monument Project for the Fox Valley Patriotic Organization in Kane County
 - K. Resolution:** Authorizing Awards For Behavioral Health System Improvement Grants and the Execution of Behavioral Health System Improvement Grant's Agreements
 - L. Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds and Agreement with Jasculca Terman Strategic Communications for the Kane County Health Department ARPA Behavioral Health System Improvement Initiative
 - M. Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds and a Contract Between Kane County and Changing Environments, Inc. DBA Soofa for the Lease of Twelve (12) Solar Powered Soofa Signs for Kane County Development and Community Services Department's ARPA Fabulous Fox! Water Trail Promotion Project
- 9. Old Business**
 - 10. Executive Session (if needed)**
 - 11. Adjournment**

STATE OF ILLINOIS)

COUNTY OF KANE)

SS.

REPORT NO. TMP-24-1868

ARP COMMITTEE REPORT

Summary of Program Information

Summary	
Funding Remaining	
Total ARPA Award	\$ 103,413,041
Total Allocated	101,766,145
Remaining Unallocated	1,646,896
Remaining Revenue Replacement as of 5/31/2024	\$ 694,631
Remaining Funding to Allocate to Projects	\$ 2,341,527
Resolution Pipeline	
Total Allocated	\$ 101,766,145
Allocated and Resolved	101,766,145
Remaining Allocated to be Resolved	\$ -

Breakdown by Project Totals			
Project Type	Count of Projects	Allocated	Resolved
External Grants	17	\$ 17,337,140	\$ 17,337,140
Government Activities	41	\$ 65,106,698	\$ 65,106,698
Professional Services	7	\$ 19,322,307	\$ 19,322,307
Total	65	\$ 101,766,145	\$ 101,766,145

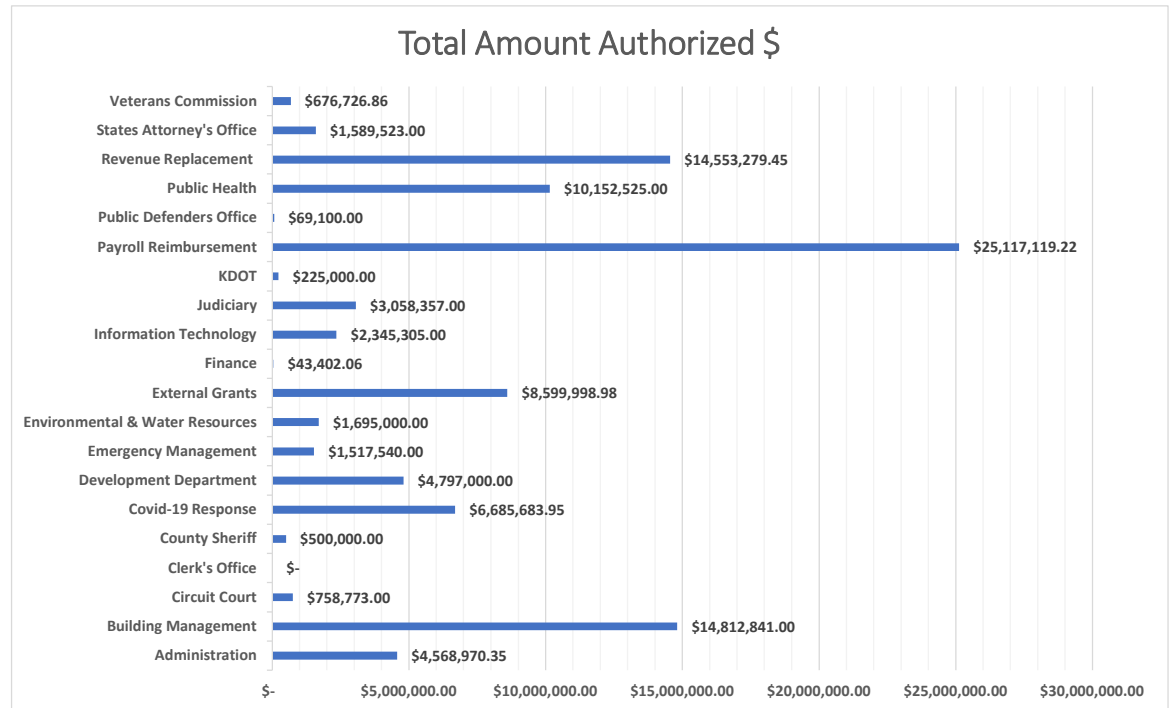
Breakdown by Expenditure Category Totals			
Expenditure Category	Count of Projects	Allocated	Resolved
EC1: Public Health	28	\$ 33,687,590	\$ 33,687,590
EC2: Negative Economic Impacts	12	\$ 13,258,726	\$ 13,258,726
EC3: Public Sector Capacity	14	\$ 32,714,177	\$ 32,714,177
EC4: Premium Pay	-	\$ -	\$ -
EC5: Infrastructure	4	\$ 2,440,000	\$ 2,440,000
EC6: Revenue Replacement	1	\$ 14,553,279	\$ 14,553,279
EC7: Administrative	5	\$ 4,612,372	\$ 4,612,372

EC8: Natural Disasters	-	\$	-	\$	-
Assessment in Progress	1	\$	500,000	\$	500,000
Totals	65	\$	101,766,145	\$	101,766,145

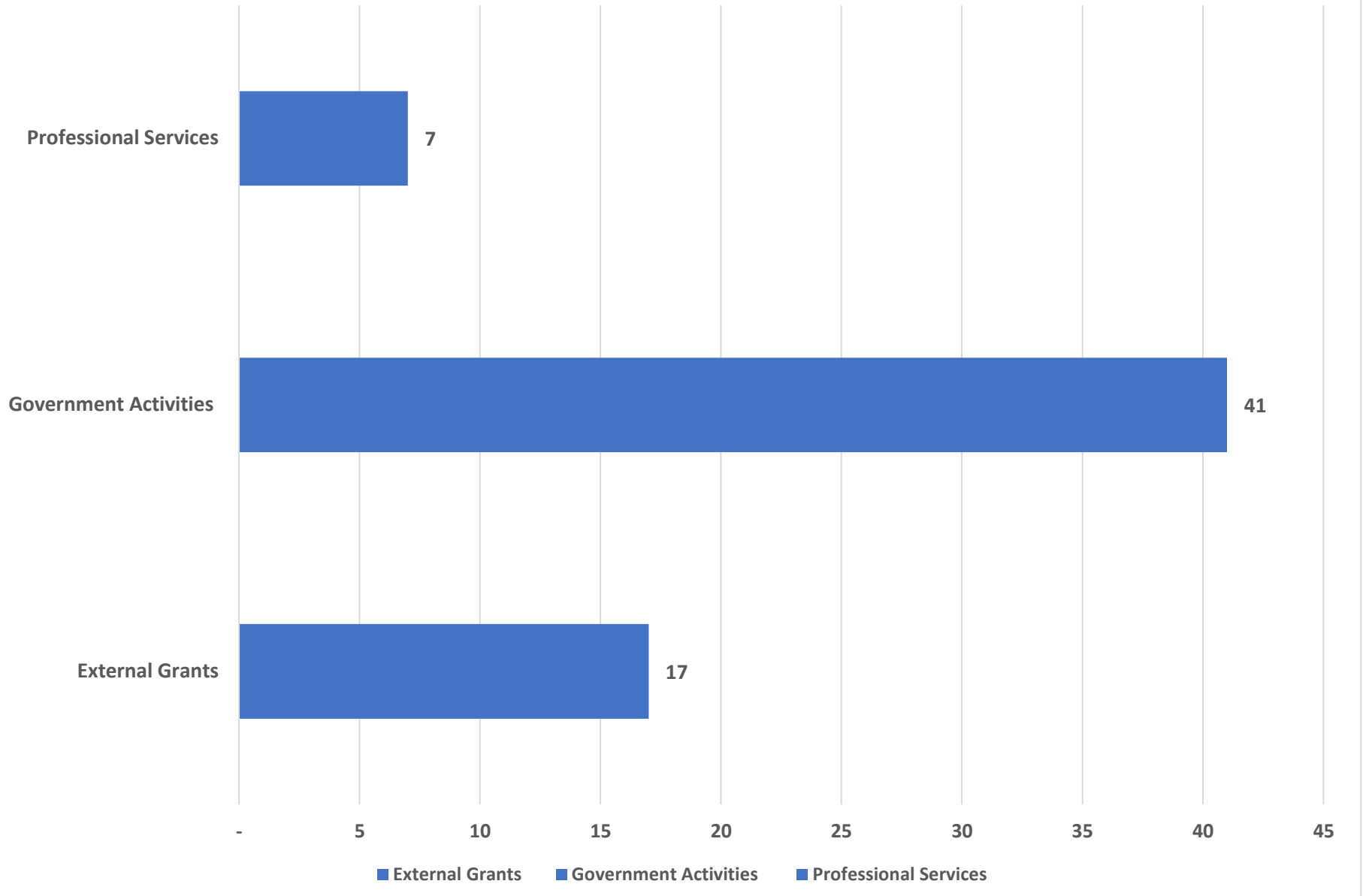
Definitions	
Allocated	The County has a plan for the funding, it could be in the assessment stage, resolved, or formally obligated.
Resolved	The County has passed a resolution authorizing the project and use of funds.
Obligated	The County has passed a resolution authorizing the project and use of funds,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

Department	Total Amount Authorized \$
Administration	\$ 4,568,970.35
Building Management	\$ 14,812,841.00
Circuit Court	\$ 758,773.00
Clerk's Office	\$ -
County Sheriff	\$ 500,000.00
Covid-19 Response	\$ 6,685,683.95
Development Department	\$ 4,797,000.00
Emergency Management	\$ 1,517,540.00
Environmental & Water Resources	\$ 1,695,000.00
External Grants	\$ 8,599,998.98
Finance	\$ 43,402.06
Information Technology	\$ 2,345,305.00
Judiciary	\$ 3,058,357.00
KDOT	\$ 225,000.00
Payroll Reimbursement	\$ 25,117,119.22
Public Defenders Office	\$ 69,100.00
Public Health	\$ 10,152,525.00
Revenue Replacement	\$ 14,553,279.45
States Attorney's Office	\$ 1,589,523.00
Veterans Commission	\$ 676,726.86

Total Authorized*	\$ 101,766,145
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Distribution of Projects by Count



STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

REPORT NO. TMP-24-2136

OTHER COMMITTEE MATTERS

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2677

AUTHORIZING THE USE AND TRANSFER OF STATE AND LOCAL FISCAL RECOVERY FUNDS FROM REVENUE LOSS RECOUPMENT FUND 356 TO FUND 001 AND FROM FUND 001 TO FUND 500 TO FUND JUDICIAL CENTER WATER QUALITY IMPROVEMENTS FOR THE KANE COUNTY BUILDING MANAGEMENT DEPARTMENT

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

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

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

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

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

WHEREAS, the Kane County Building Management Department has made a request in the amount of \$500,000 of SLFRF to fund Judicial Center Water Quality Improvements for the purpose of responding to the public health and negative economic impacts of the pandemic; and

WHEREAS, enhancements to the domestic water system, aimed at ensuring proper hygiene and sanitation measures within the Kane County Judicial Center, are paramount in safeguarding against future outbreaks of COVID-19 and ensuring the well-being of inmates and staff members; and

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

WHEREAS, the Kane County Building Management Department has made a request in the amount of \$500,000 (Five Hundred Thousand Dollars) of SLFRF to fund Judicial Center Water Quality Improvements for the purpose of responding to the public health and negative economic impacts of the pandemic, at this time the ARP Committee recommends that the Kane County Board authorizes the use SLFRF Revenue Loss Recoupment Funds in the amount of \$129,631 (One Hundred Twenty Nine Thousand Six Hundred Thirty One Dollars) to fund the Judicial Center Water Quality Improvements for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations .

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Building Management Department’s use of State and Local Fiscal Recovery Funds in the amount of \$129,631(One Hundred Twenty Nine Thousand Six Hundred Thirty One Dollars) to be used for Judicial Center Water Quality Improvements, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the grant funding will be budgeted in FY2025 (\$129,631).

356.800.672.99001	Transfer to Fund 001	\$129,631
356.800.000.39900	Fund Balance Utilization	\$129,631
001.000.000.39356	Transfer from Fund 356	\$129,631
001.800.808.99500	Transfer to Fund 500	\$129,631
500.800.000.39001	Transfer from Fund 001	\$129,631
500.800.824.50150	Contractual Services	\$129,631

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

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

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

A Proposed Program Name
 Judicial Center Water Quality Improvements

B Proposed Program Summary

This project will enhance water quality at the Judicial Center by installing a domestic water filtration and softening system. It aims to address issues related to hard water and contaminants, ensuring a safer environment for employees, visitors, and detainees.

The current water supply at the Judicial Center has high levels of hardness and trace contaminants, affecting plumbing infrastructure and individual health. This project will reduce mineral content, improve taste and clarity, and remove harmful substances like lead, chlorine, and other pollutants.

Aligning with the American Rescue Plan's (ARP) eligible projects criteria, this initiative contributes to public health improvements and infrastructure resilience. The ARP emphasizes investments in water and sewer infrastructure as critical to safeguarding public health and promoting long-term sustainability. By improving water quality at the Judicial Center, this project enhances public health and supports ARP's objectives to provide safe and reliable public facilities.

The scope of work includes designing and installing advanced filtration and softening units and integrating these systems into the existing infrastructure with minimal disruption. The project also includes training for maintenance staff to ensure the ongoing effectiveness and efficiency of the new system. With an estimated budget allocation from ARP funds, the project is poised to deliver substantial long-term benefits, including reduced maintenance costs, prolonged lifespan of plumbing systems, and improved health outcomes for all who use the Kane County Judicial Center.

The Domestic Water Filtration and Softening Project at the Kane County Judicial Center offers a multitude of benefits that extend beyond the immediate improvement of water quality within the facility. Here are the key benefits for Kane County:

Enhanced Public Health:
 The project will significantly improve the quality of drinking water, ensuring it is free from harmful contaminants such as lead, chlorine, and other chemicals. This will directly contribute to the health and well-being of employees, visitors, and short-term detainees at the Judicial Center. Reducing water hardness will also mitigate issues such as dry skin and hair, gastrointestinal discomfort, and potential kidney problems, thus fostering a healthier community within the county facilities.

Infrastructure Longevity:
 Hard water contributes to the buildup of scale in pipes, fixtures, and appliances, leading to higher maintenance costs and reduced lifespan of the plumbing infrastructure. By softening the water, this project will protect and prolong the life of the county's plumbing systems, resulting in lower long-term maintenance expenses and improved operational efficiency.

Economic Efficiency:
 The reduction in maintenance and repair costs for plumbing systems and water-using appliances will result in significant cost savings for the county. This efficient use of funds aligns with the fiscal responsibility goals of Kane County.

Utilizing American Rescue Plan funds for this project demonstrates a strategic allocation of federal resources, ensuring that the county maximizes the impact of these funds for the community's benefit.

Community Trust and Well-being:
 Investing in essential infrastructure improvements builds trust within the community, showing that Kane County is committed to providing safe and high-quality public services. Enhanced water quality can improve the overall experience and satisfaction of the judicial system's users, fostering a more positive community relationship.

In summary, the Domestic Water Filtration and Softening Project at the Kane County Judicial Center is a strategic initiative that will provide long-lasting benefits in terms of public health, economic efficiency, environmental sustainability, and community well-being. This project exemplifies the effective use of American Rescue Plan funds to enhance public infrastructure and support the overall quality of life for Kane County residents.

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

C Proposed Program Risk Considerations and Requirements Summary

Investments in the water infrastructure in the Judicial Center could be eligible as an investment in drinking water infrastructure. Projects to address unsafe conditions in drinking water can be eligible. The County will need to document that the drinking water of the system was impacted and that the proposed project would address that contamination. The County will need to fill in section F on the nexus to the pandemic.

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	Making necessary investments in water, sewer, and broadband infrastructure
D.2	Select SLFRF Expenditure Category	EC5
D.3	SLFRF Expenditure Category Description	5: Infrastructure
D.4	Select SLFRF Expenditure Subcategory	5.15 Drinking water: Other water infrastructure

D.5	Additional SLFRF Expenditure Categories for consideration	5.11 Drinking water: Transmission & Distribution
D.6	Comments regarding additional SLFRF Expenditure Categories	Drinking water compromised by contaminants
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?	N/A
D.14	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	Yes
D.20	Is the capital expenditure an enumerated use (Select One)	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 1 through 6</p> <p>Investments in the water infrastructure in the Judicial Center could be eligible as an investment in drinking water infrastructure. Projects to address unsafe conditions in drinking water can be eligible. The County will need to document that the drinking water of the system was impacted and that the proposed project would address that contamination. The County will need to fill in section F on the nexus to the pandemic..</p> <p>5.15, and 5.18 Other Water Infrastructure:</p> <ul style="list-style-type: none"> • " Eligible projects under the DWSRF. Eligibilities under the DWSRF, the interim final rule, and the final rule include projects that address present or prevent future violations of health-based drinking water standards. These include projects needed to maintain compliance with existing national primary drinking water regulations for contaminants with acute and chronic health effects. Projects to replace aging infrastructure are also eligible uses if they are needed to maintain compliance or further the public health protection objectives of section 1452 of the SDWA. The following project categories are eligible under the DWSRF, were eligible under the interim final rule, and continue to be eligible under the final rule: (i) Treatment projects, including installation or upgrade of facilities to improve the quality of drinking water to comply with primary or secondary standards and point of entry or central treatment under section 1401(4)(B)(i)(III) of the SDWA. (ii) Transmission and distribution projects, including installation or replacement of transmission and distribution pipes to improve water pressure to safe levels or to prevent contamination caused by leaks or breaks in the pipes." (2022 Final Rule pg. 4412) • "(vi) Creation of new systems, including those that, upon completion, will create a community water system to address existing public health problems with serious risks caused by unsafe drinking water provided by individual wells or surface water sources. Eligible projects are also those that create a new regional community water system by consolidating existing systems that have technical, financial, or managerial difficulties. Projects to address existing public health problems associated with individual wells or surface water sources must be limited in scope to the specific geographic area affected by contamination. Projects that create new regional community water systems by consolidating existing systems must be limited in scope to the service area of the systems being consolidated. " (4412) <p>Final Rule relating to Capital Expenditures:</p> <ul style="list-style-type: none"> • "As stated above, in the interim final rule, Treasury included eligible uses of the DWSRF and the CWSRF as eligible uses of the SLFRF in the water and sewer infrastructure category. By providing that projects eligible under the DWSRF and the CWSRF are also eligible uses of SLFRF funds, the interim final rule permitted a broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems, including replacement of lead service lines. With respect to clean water and wastewater infrastructure, the interim final rule provided that recipients may use SLFRF funds to construct publicly owned treatment infrastructure, manage and treat stormwater or subsurface drainage water, and facilitate water reuse, among other uses." (2022 Final Rule pg. 4411)
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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
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
F.3a	Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

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

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

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

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

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

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

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

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

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

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

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

G.4 b. A comparison of the expected total cost of the capital expenditures
n/a

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

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

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

The Domestic Water Filtration and Softening Project at the Kane County Judicial Center is designed to promote equitable outcomes by ensuring that all individuals, regardless of their socioeconomic status, have access to clean and safe drinking water. This project addresses water quality issues that disproportionately affect vulnerable populations, including detainees and individuals who interact with the judicial system.

Health Equity:
Improved water quality will directly benefit the health of all users of the Judicial Center.

Infrastructure Equity:
The project ensures that the infrastructure within the Judicial Center is resilient and sustainable, benefiting all users equally. By reducing the need for frequent maintenance and repairs, resources can be reallocated to other essential services, enhancing the overall quality of public infrastructure.

Economic Equity:
By utilizing American Rescue Plan funds, the project alleviates the financial burden on local taxpayers and ensures that federal resources are used to address critical public health issues. This equitable allocation of funds supports community-wide benefits without disproportionately impacting any single group.

Environmental Justice:
The project promotes environmental justice by creating a healthier living space for all residents of Kane County, particularly those in underserved areas who are more likely to be affected by environmental pollutants.

In summary, the project fosters equitable outcomes by improving public health, enhancing infrastructure resilience, ensuring fair economic use of funds, and promoting environmental justice, thereby benefiting all members of the Kane County community.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds From Revenue Loss Recoupment Fund 356 to Fund 001 to Fund 500 to fund Judicial Center Water Quality Improvements for the Kane County Building Management Department

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$129,631.00
If not budgeted, explain funding source: SLFRF Recoupment Funds	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF Revenue Loss Recoupment Funds in the amount of \$129,631 (One Hundred Twenty Nine Thousand Six Hundred Thirty One Dollars) to fund the Judicial Center Water Quality Improvements for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

COUNTY OF KANE

Kane County
Finance Department
 Kathleen Hopkinson
 Executive Director



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

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	ARPA
Date	8/13/2024
Fund	356 RECOUPMENT
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Contractual
Increase or Decrease	Increase
Amount	\$129,631

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)
 Fourth Amendment to the professional services agreement with Ernst & Young LLP
 Compliance with United State Code of Federal Regulations 2 CFR 200

Submitted by
 Signature of Elected Official or Department Executive Director

Suzanne Fahnestock

8/13/2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	500.800.824.50150	\$129,631	\$129,631	
Commodities				
Capital				
Transfer In	001.000.000.39356	\$129,631		\$129,631
	500.800.000.39001	\$129,631		\$129,631
Transfer Out	356.800.672.99001	\$129,631	\$129,631	
	001.800.808.99500	\$129,631	\$129,631	
Fund Balance Utilization	356.800.672.39900	\$129,631		\$129,631

Reviewed by
 Emergency Appropriation has been reviewed by Finance Department

Amy Kawachinski

Assistant Director of Finance _____
 Date 8.22.24

Wetland Resources Mapping Update for the purpose of Stormwater Infrastructure and completed an assessment regarding the project’s eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorize the use of SLFRF Revenue Loss Recoupment Funds in the amount of \$30,000 to fund the Countywide Wetland Resources Mapping Update for the Kane County Department of Environmental & Water Resources, 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 Department of Environmental & Water Resources use of State and Local Fiscal Recovery Funds Revenue Loss Recoupment Funds in the amount of \$30,000 to be used for Countywide Wetland Resources Mapping Update, 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 2024 budget.

356.800.672.99001	Transfer to Fund 001	\$30,000
356.800.000.39900	Fund Balance Utilization	\$30,000
001.000.000.39356	Transfer from Fund 356	\$30,000
001.800.808.99420	Transfer to Fund 420	\$30,000
420.670.000.39001	Transfer from Fund 001	\$30,000
420.670.682.50150	Contractual Services	\$30,000

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

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

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

Vote:

A	Proposed Program Name
Countywide Wetland Resources Mapping Update	

B	Proposed Program Summary
<p>The Countywide Wetland Resources Mapping Update project will provide an updated and more accurate mapping of the wetlands remaining in Kane County. The original Kane County ADID Wetland Mapping was prepared nearly 20 years ago using mapping technology and data (aerial photographs) from the 1990's through 2001. In many parts of the County, the maps no longer accurately reflect the location and extent of the County's wetland resources. Staff from the KC Dept. of Environmental & Water Resources (KCDEWR) will prepare the draft updates to the wetlands in-house using county mapping data and in-house staff expertise. This grant request is for funding to retain an environmental consultant to review the updated wetland mapping prepared by County staff and suggest changes/revisions to the updated wetland boundaries where appropriate.</p>	

C	Proposed Program Risk Considerations and Requirements Summary
<p>Mapping the County's wetland resources is potentially eligible if the information generated will become a portion of the planning of an eligible infrastructure project. If the mapping is a pre-project cost, it could be considered part of a wider project. Based on current information, there isn't a clear connection between this wetland mapping project and future infrastructure investments. The County may consider revenue replacement for this project.</p> <p>Questions:</p> <ol style="list-style-type: none"> 1) The budget mentions \$30,000 for contractual services in 2023. Is this solely for the environmental consultant? If not, please provide the additional consultants expected to be involved. 2) Will there be any costs associated with this project after 2026? If so, what will the ongoing cost beyond the eligibility period be? 3) Will the Wetland Mapping be part of a bigger green infrastructure project? Or is this a stand-alone project? 	

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	Making necessary investments in water, sewer, and broadband infrastructure
D.2	Select SLFRF Expenditure Category	EC5
D.3	SLFRF Expenditure Category Description	5: Infrastructure
D.4	Select SLFRF Expenditure Subcategory	5.18 Water and Sewer: Other
D.5	Additional SLFRF Expenditure Categories for consideration	5.6 Clean Water: Stormwater
D.6	Comments regarding additional SLFRF Expenditure Categories	Mapping flood plains will show the impact of storm water on the environment.
D.7	Are the beneficiaries Populations Presumed Eligible?	Yes
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?	Not Applicable
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?	
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes

D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	No
D.20	Is the capital expenditure an enumerated use (Select One)	Not Applicable
D.21	Select the appropriate range of expected capital expenditures	Not Applicable
D.22	Is a Written Justification Required	Not Applicable
D.23	Does the project include required programmatic data	Not Applicable
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E	ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6	
	<p>Mapping the County's wetland resources is potentially eligible if the information generated will become a portion of the planning of an eligible infrastructure project. If the mapping is a pre-project cost, it could be considered part of a wider project. Based on current information, there isn't a clear connection between this wetland mapping project and future infrastructure investments.</p> <p><u>Connection to infrastructure</u></p> <ul style="list-style-type: none"> • "As with other infrastructure projects and capital expenditure projects that are permitted as responses to the public health emergency and its negative economic impacts, costs for planning and design and associated pre-project costs are eligible uses of SLFRF funds." (pg. 4411) • "Treasury interprets the word "infrastructure" in this context broadly to mean the underlying framework or system for achieving the given public purpose, whether it be provision of drinking water or management of wastewater or stormwater." (pg. 4411) • "Treasury considers an investment in infrastructure to be necessary if it is (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which for some eligible project categories may include a reasonable projection of increased need, whether due to population growth or otherwise and (2) a cost-effective means for meeting that need" (pg. 4409) <p><u>Floodplain Management:</u></p> <ul style="list-style-type: none"> • "Treasury notes that some floodplain management and flood mitigation infrastructure projects, including green infrastructure designed to protect treatment works from flood waters and flood impact are currently eligible under the CWSRF and therefore continue to be eligible under the final rule. Although floodplain management and flood mitigation are functions of many state and local governments, they are not the sort of generally-provided essential services included within the meaning of water and sewer projects under the ARPA, as discussed above." (Page 4416-4417) <p><u>Stormwater Management:</u></p> <ul style="list-style-type: none"> • "Culvert infrastructure projects are eligible under the CWSRF if they... implement a stormwater management plan with the goal of providing a water quality benefit. Stormwater projects under the CWSRF also encompass a number of eligible green infrastructure categories, such as green roofs, green streets, and green walls, rainwater harvesting collection, storage, management, and distribution systems, real-time control systems for harvested rainwater, infiltration basins, constructed wetlands, including surface flow and subsurface flow (e.g., gravel) wetlands, bioretention/bioswales (e.g., bioretention basins, tree boxes), permeable pavement, wetland, riparian, or shoreline creation, protection, and restoration, establishment or restoration of urban tree canopy, and replacement of gray infrastructure with green infrastructure including purchase and demolition costs" (Page 4414) • "In addition to the eligible uses under the CWSRF, Treasury is expanding the eligible uses under the final rule to include stormwater system infrastructure projects regardless of whether there is an expected water quality benefit from the project." (Page 4414) <p><u>Property Development:</u></p> <ul style="list-style-type: none"> • "Treasury agrees with commenters that high rates of vacant or abandoned properties in a neighborhood may exacerbate public health disparities, for example through environmental contaminants that contribute to poor health outcomes or by contributing to higher rates of crime. As such, certain services for vacant or abandoned properties are eligible to address the public health and negative economic impacts of the pandemic on disproportionately impacted households or communities. Eligible activities include:... Costs associated with acquiring and securing legal title of vacant or abandoned properties and other costs to position the property for current or future productive use" (Page 4374) 	

F	ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"
F.1	Designating a Public Health Impact
	n/a
F.1a	Guidance: See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
F.2	Designating a Negative Economic Impact
F.2a	Guidance: See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
F.3	Description of how proposed program addresses/responds to harm and is reasonable
F.3a	Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

F.4 **Assessment of whether identified industry is eligible**
 N/A

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

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

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

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

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

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

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

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

G.3	a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified N/A
G.3a	Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should generally consider the effectiveness of the capital expenditures in addressing the harm over the useful life of the capital asset and may consider metrics such as the number of impacted or disproportionately impacted individuals or entities served, when such individuals or entities are estimated to be served, the relative time horizons of the project, and consideration of any uncertainties or risks involved with the capital expenditure.
G.4	b. A comparison of the expected total cost of the capital expenditures N/A
G.4a	Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.
H	Equitable Outcomes - Complete if item 18 is populated with "Yes".
H.1	Description of equitable outcome goal and how the proposed program expects to achieve this goal Wetland preservation is a form of floodplain management, by understanding and preserving our county's wetlands we are better managing floods, that impact our food security and our economically challenged neighborhoods.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Revenue Loss Recoupment Fund 356 to Fund 001 to Fund 420 to Fund Countywide Wetland Resources Mapping Update for the Kane County Department of Environmental & Water Resources

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

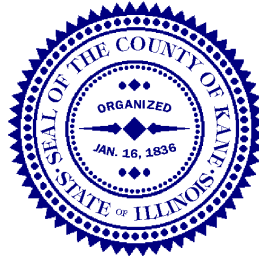
Was this item budgeted? n/a	Appropriation Amount: \$30,000.00
If not budgeted, explain funding source: SLFRF Recoupment Funds	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF Revenue Loss Recoupment Funds in the amount of \$30,000 to fund the Countywide Wetland Resources Mapping Update for the Kane County Department of Environmental & Water Resources, 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.

COUNTY OF KANE

Kane County
 Finance Department
 Kathleen Hopkinson
 Executive Director



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

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	ARPA
Date	8/13/2024
Fund	RECOUPMENT: 356
Category <i>(Personnel Services, Contractual Services, Commodities, or Capital)</i>	Contractual
Increase or Decrease	Increase
Amount	\$30,000

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution) the Kane County Department of Environmental & Water Resources has made a request in the amount of \$30,000 of SLFRF to fund Countywide Wetland Resources Mapping Update for the purpose of **Infrastructure for Stormwater**

Submitted by
 Signature of Elected Official or Department Executive Director

Suzanne Fahnestock 7/8/2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	420.670.682.50150	\$30,000	\$30,000	
Commodities				
Capital				
Transfer In	001.000.000.39356	\$30,000		\$30,000
	420.670.000.39001	\$30,000		\$30,000
Transfer Out	356.800.672.99001	\$30,000	\$30,000	
	001.800.808.99420	\$30,000	\$30,000	
Fund Balance Utilization	356.800.000.39900	\$30,000		\$30,000

Reviewed by
 Emergency Appropriation has been reviewed by Finance Department

Amy K... ..

Assistant Director of Finance _____
 Date 8.22.2024

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2620

AUTHORIZING THE USE AND TRANSFER OF STATE AND LOCAL FISCAL RECOVERY FUNDS FROM LOST REVENUE RECOUPMENT FUND 356 TO FUND 001 TO FUND 405 TO FUND THE KANE COUNTY UNSTUDIED FLOODPLAIN MAPPING INITIATIVE FOR THE KANE COUNTY DEPARTMENT OF ENVIRONMENTAL & WATER RESOURCES

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 Department of Environmental & Water Resources has made a request in the amount of \$250,000 of SLFRF to fund Kane County Unstudied Floodplain Mapping Initiative for the purpose of Providing Government Services and Investing in Stormwater Infrastructure; and

WHEREAS, floodplain mapping of flood-prone areas along streams in Kane County is essential for both public safety and reducing the potential for flood damages for landowners . Kane County has an estimated 14,000+ acres of unmapped floodplain on 100 miles of streams and mapping these unstudied floodplains are critical to protecting existing homes and buildings as well as protecting new developments from flood prone areas; 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 Department of Environmental & Water Resource's request for SLFRF for Kane County Unstudied Floodplain Mapping Initiative for the purpose of Providing Government Services and Investing in Stormwater Infrastructure and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of SLFRF Revenue Loss Recoupment Funds in the amount of \$250,000 to fund the Kane County Unstudied Floodplain Mapping Initiative for the Kane County Department of Environmental & Water Resources, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED the Kane County Board hereby authorizes the Kane County Department of Environmental & Water Resources use of State and Local Fiscal Recovery Funds Revenue Loss Recoupment Funds in the amount of \$250,000 to be used for the Kane County Unstudied Floodplain Mapping Initiative, 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 2024 budget:

356.800.672.99001	Transfer to Fund 001	\$250,000
356.800.000.39900	Fund Balance Utilization	\$250,000
001.000.000.39356	Transfer from Fund 356	\$250,000
001.800.808.99405	Transfer to Fund 405	\$250,000
405.690.000.39001	Transfer from Fund 001	\$250,000
405.690.746.50150	Contractual Services	\$80,000
405.690.746.89000	Addition to Fund Balance	\$170,000

Fiscal Year 2025:

405.690.746.50150	Contractual Services	\$80,000
405.690.000.39900	Fund Balance Utilization	\$80,000

Fiscal Year 2026:

405.690.746.50150	Contractual Services	\$90,000
405.690.000.39900	Fund Balance Utilization	\$90,000

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

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

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

Vote:

A Proposed Program Name
 Kane County Department of Environmental & Water Resources - Kane Co Unstudied Floodplain Mapping

B Proposed Program Summary

Floodplain mapping of the flood-prone areas along the streams in Kane County is essential for both public safety and reducing potential for flood damages to landowners. Kane County has an estimated 14,000+ acres of unmapped floodplain on 100 miles of streams. Mapping these unstudied floodplains is critical to protecting existing homes and buildings that may be within these previously unmapped flood prone areas. Identifying and mapping these floodplains are also critical to allowing Kane County to prevent new development from occurring in these flood prone areas, a key activity of the Water Resources Department in order to meet the County's obligations as part of the National Flood Insurance Program. The need for this mapping initiative has been made even more critical with the changing climate which has resulted in more frequent and intense storms to the region.

Questions:

1. The budget mentions \$250,000 for contractual services. The supporting document, "Kane County Unstudied Floodplain Initiative" references a "group of qualified engineering consulting firms", to help with the project. Will the selected consulting firm be the only partner/contractor involved with the project? If not, please clarify who the additional partners/contractors will be. **Yes, the selected firm will be the only consulting firm in the project. The consulting firm will work with KDOT, municipalities and local road district to obtain flood of record information and high water marks.**
2. The supporting document, "Kane County Unstudied Floodplain Initiative" mentions the project is expected to begin in 2022 and be completed by the end of 2024. Is this timeline still accurate? What is the likelihood the project will not finish on time or potentially carry on past 2026? If there is a high chance the project will continue past 2026, please provide the estimated amount of expenses remaining. **The project will run from 2023-2025 based on the new project approval date**
3. Is the floodplain mapping part of a bigger green infrastructure project? Or is this a stand-alone project? **The floodplain mapping is key to locate structures and proposed developments and ensure those infrastructure improvements are protected from flood damage now and with future development.**
4. The application mentioned the mapping will specifically benefit lower income communities because floods historically impact lower income communities. The mapping will provide education and awareness of unsafe areas. Low income individuals are a presumed eligible population. Can you provide additional statistics surrounding the income demographics for the planned areas that will undergo the floodplain mapping? **As part of the project, the Zone A unmapped floodplains will be located and nearby structures and homes will be identified. The mapping will focus on those areas where adjacent homes may be of concern. At that time, we will be able to identify if the homes are in low income areas.**

C Proposed Program Risk Considerations and Requirements Summary

The County may be able to cover mapping projects if the flood-prone areas contain treatment works locations or if it's anticipated that the floodplain mapping is a pre-planning stage for a green infrastructure project designed to combat climate changes. This limitation is relevant because the final rule lists those types of projects as the exceptions to its general restrictions on the use of ARPA funding for flood plain management. This project isn't directly connected to an identifiable infrastructure project, which would make it difficult to identify if it is a precursor to an eligible infrastructure project. There is a risk that the project could be considered ineligible if the floodplain mapping does not include treatment works locations or if the mapping is considered a precursor to an infrastructure project that isn't eligible under ARPA's limited provisions for floodplane management. The County may consider revenue replacement for this project.

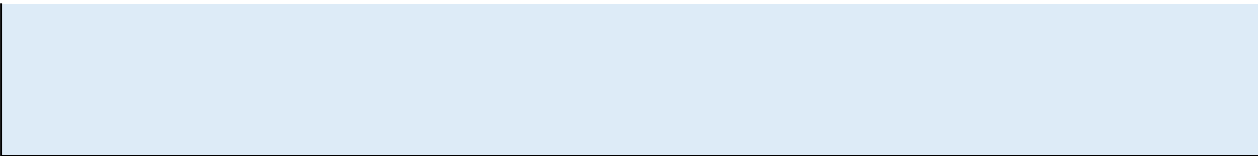
D Program Assessment Details

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	Making necessary investments in water, sewer, and broadband infrastructure
D.2	Select SLFRF Expenditure Category	EC5
D.3	SLFRF Expenditure Category Description	5: Infrastructure
D.4	Select SLFRF Expenditure Subcategory	5.6 Clean Water: Stormwater
D.5	Additional SLFRF Expenditure Categories for consideration	5.18 Water and Sewer: Other
D.6	Comments regarding additional SLFRF Expenditure Categories	Mapping the floodplains deals with flooding from storms as well as flooding of places where water might be held.
D.7	Are the beneficiaries Populations Presumed Eligible?	Yes

D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted and Disproportionately Impacted
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	No
D.12	Does the proposed project include subrecipients/beneficiaries?	No
D.13	What is the estimated number of subrecipients/beneficiaries?	Not Applicable
D.14	Will the County be using a partner/subrecipient to administer the program?	No
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	n/a
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	No
D.20	Is the capital expenditure an enumerated use (Select One)	Not Applicable
D.21	Select the appropriate range of expected capital expenditures	Not Applicable
D.22	Is a Written Justification Required	Not Applicable
D.23	Does the project include required programmatic data	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	
	<p>The County may be able to cover mapping projects if the flood-prone areas contain treatment works locations or if it's anticipated that the floodplain mapping is a pre-planning stage for a green infrastructure project designed to combat climate changes. Based on current information, there isn't a clear connection between this mapping project and future infrastructure investments. There is a risk that the project could be considered ineligible if the floodplain mapping does not include treatment works locations or if the mapping is considered a stand-alone project.</p> <ul style="list-style-type: none"> • "Treasury notes that some floodplain management and flood mitigation infrastructure projects, including green infrastructure designed to protect treatment works from flood waters and flood impact are currently eligible under the CWSRF and therefore continue to be eligible under the final rule. Treasury has not included floodplain management and flood mitigation projects more generally as eligible under the final rule. Although floodplain management and flood mitigation are functions of many state and local governments, they are not the sort of generally-provided essential services included within the meaning of water and sewer projects under the ARPA, as discussed above." (P.4416-4417) • "As with other infrastructure projects and capital expenditure projects that are permitted as responses to the public health emergency and its negative economic impacts, costs for planning and design and associated pre-project costs are eligible uses of SLFRF funds." (pg. 4411) • "Treasury interprets the word "infrastructure" in this context broadly to mean the underlying framework or system for achieving the given public purpose, whether it be provision of drinking water or management of wastewater or stormwater." (pg. 4411) • "Treasury encourages recipients to consider green infrastructure investments and projects to improve resilience to the effects of climate change. For example, more frequent and extreme precipitation events combined with construction and development trends have led to increased instances of stormwater runoff, water pollution, and flooding. Green infrastructure projects that support stormwater system resiliency could include bioretention basins that provide water storage and filtration benefits, and green streets, where vegetation, soil, and engineered systems are combined to direct and filter rainwater from impervious surfaces. In cases of a natural disaster, recipients may also use SLFRF funds for water infrastructure to provide relief, such as interconnecting water systems or rehabilitating existing wells during an extended drought. " (P.4411) • "In addition, Treasury has provided in the final rule that recipients may use SLFRF funds for an expanded set of infrastructure projects that improve access to and provision of safe drinking water for individuals served by residential wells. Eligible projects under this category include rehabilitation of private wells, testing initiatives to identify contaminants in wells, and treatment activities and remediation strategies that address contamination. " (pg. 4414) • "Additional stormwater projects. Projects to manage, reduce, treat, or recapture stormwater or subsurface drainage water regardless of whether such projects would improve water quality if such projects would otherwise meet the eligibility requirements of section 603(c)(5) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)(5))" (P.4451) • "As provided for in the SDWA, the DWSRF is meant to serve the public health needs of the existing population. The EPA regulation implementing the DWSRF program provides that projects needed primarily to serve future population growth are not eligible uses of the DWSRF. A project that is intended primarily to address public health or regulatory compliance issues for the existing service population may be sized for a "reasonable" amount of population growth over the useful life of the project."" (pg. 4416) 	



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

F.1 Designating a Public Health Impact

n/a

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

F.2 Designating a Negative Economic Impact

n/a

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

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

n/a

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

F.4	Assessment of whether identified industry is eligible
	N/A
F.4a	<p>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).</p> <p>If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies</p>

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	<p>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.</p>
G.2	2. Explanation of why a capital expenditure is appropriate
	N/A
G.2a	<p>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.</p>

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

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

N/A

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

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

N/A

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

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

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

Floods disproportionately impact lower income communities. Many of our residents living in the floodplain are seniors and young families. Flood waters can contaminate wells, introduce mold and bacteria into homes, lead to injuries and drowning. Just 6 inches of water in a home can cause significant damage and make the home dangerous to live in. By understanding the extent of the damage from the flood we can educate homeowners on making their home safer and more resilient in the next flood.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Lost Revenue Recoupment Fund 356 to Fund 001 to Fund 405 to Fund the Kane County Unstudied Floodplain Mapping Initiative for the Kane County Department of Environmental & Water Resources

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: \$250,000.00
If not budgeted, explain funding source: SLFRF Recoupment Funds	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF Revenue Loss Recoupment Funds in the amount of \$250,000 to fund the Kane County Unstudied Floodplain Mapping Initiative for the Kane County Department of Environmental & Water Resources, 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.

COUNTY OF KANE

Kane County
 Finance Department
 Kathleen Hopkinson
 Executive Director



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

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	ARPA
Date	8/13/2024
Fund	RECOUPMENT: 356
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Contractual Services
Increase or Decrease	Increase
Amount	\$250,000

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

the Kane County Department of Environmental & Water Resources has made a request in the amount of \$250,000 of SLFRF to fund Kane County Unstudied Floodplain Mapping Initiative for the purpose of **Providing Government Services and Investing in Stormwater Infrastructure**

Submitted by

Signature of Elected Official or Department Executive Director

Suzanne Fahnestock

7/8/2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	405.690.746.50150	\$80,000	\$80,000	
Commodities				
Capital				
Transfer In	001.000.000.39356	\$250,000		\$250,000
	405.690.000.39001	\$250,000		\$250,000
Transfer Out	356.800.672.99001	\$250,000	\$250,000	
	001.800.808.99405	\$250,000	\$250,000	
Fund Balance Utilization	356.800.000.39900	\$250,000		\$250,000
Addition to Fund Balance	405.690.746.89000	\$170,000	\$170,000	

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

A handwritten signature in cursive script, appearing to read "A. M. K. M. S.", is centered within a light blue rectangular box.

Assistant Director of Finance _____

Date 8.22.2024 _____

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-24-2621

AUTHORIZING THE USE AND TRANSFER OF STATE AND LOCAL FISCAL RECOVERY FUNDS FROM REVENUE LOSS RECOUPMENT FUND 356 TO FUND 001 TO FUND 650 TO FUND THE RECYCLING CONTRACTUAL SERVICES AND COMMODITIES FOR THE KANE COUNTY DEPARTMENT OF ENVIRONMENTAL & WATER RESOURCES

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 Department of Environmental & Water Resources has made a request in the amount of \$285,000 of SLFRF to fund Recycling Contractual Services and Commodities for the purpose of Educational and Clean Water; and

WHEREAS, household hazardous waste, plastics and microplastic in our wastewater treatment plants and surface water is a major concern for the health, safety and welfare of our citizens and having a location for proper disposal of recyclable materials to remove them from the environment and remove them as a source of contamination is critical so the development of a Center for Hard to Recycle Materials will benefit the citizens of Kane County; 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 Department of Environmental & Water Resource's request for SLFRF for Kane County Recycling Contractual Services and Commodities for the purpose of Education and Clean Water and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of Lost Revenue Recoupment Funds in the amount of \$285,000 to fund the Recycling Contractual Services and Commodities for the Kane County Department of Environmental & Water Resources, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED the Kane County Board hereby authorizes the Kane County Department of Environmental & Water Resources use of State and Local Fiscal Recovery Funds Revenue Loss Recoupment Funds in the amount of \$285,000 to be used for Recycling Contractual Services and Commodities, 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 2024 budget:

356.800.672.99001	Transfer to Fund 001	\$285,000
356.800.000.39900	Fund Balance Utilization	\$285,000
001.000.000.39356	Transfer from Fund 356	\$285,000
001.800.808.99650	Transfer to Fund 650	\$285,000
650.670.000.39001	Transfer from Fund 001	\$285,000
650.670.683.50150	Contractual Services	\$84,550
650.670.683.60010	Operating Supplies	\$10,450
650.670.683.89000	Addition to Fund Balance	\$190,000

Fiscal Year 2025:

650.670.683.50150	Contractual Services	\$84,550
650.670.683.60010	Operating Supplies	\$10,450
650.670.000.39900	Fund Balance Utilization	\$95,000

Fiscal Year 2026:

650.670.683.50150	Contractual Services	\$84,550
650.670.683.60010	Operating Supplies	\$10,450
650.670.000.39900	Fund Balance Utilization	\$95,000

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

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

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

Vote:

A Proposed Program Name
 Recycling Contractual Services and Commodities

B Proposed Program Summary

The funding requested will support the Kane Countywide Recycling Program Contractual and Commodities for FY-2023, FY-2024 and FY-2025. Funding for this program has traditionally been through the Grand Victoria Riverboat. The revenue the County receives from the Riverboat has been severely impacted by COVID. Funding this program through an alternate source will allow the Riverboat fund to support other programs at a higher level and will help to ensure the long term viability of the Riverboat Funds. In addition, improperly disposed of household hazardous waste (HHW), plastics and microplastics at our wastewater treatment plants and in our surface water is a major concern for the health, safety and welfare of our citizens. When residents have locations for proper disposal of HHW and plastics are recycled, they are removed from the environment and removed as a source of contamination

Questions:

- 1) The budget includes \$31,350 of commodities. What type of commodities will be purchased? Commodity expenses are listed on the "2 - Fund 650 Budget" supporting document provided. Are these the expected expenses and do all commodity expenses listed relate to the Countywide Recycling Program? **The commodities associated with the budget include 20,000 copies annually of the program's outreach publication, eco-friendly marketing/promotional materials**
- 2) Will any funds be used for green infrastructure projects? The application mentioned the necessity of additional disposal facilities. Will any funds be used to help build disposal facilities? Will there be any capital expenditures for this program? **No funds will be used for green infrastructure projects. No funds will be used to build disposal facilities (as defined by the Illinois Environmental Protection Act). The Recycling Program contracts with disposal facilities to meet program needs. However, funds may be used for capital expenses related to equipment to improve the County's ability to collect and store waste material. For example, we are interested in purchasing a "bulb eater," which is a piece of equipment that crushes fluorescent tube lamps, enabling storage in 50 gallon drums and reducing expenses associated with storage, transportation and disposal (approx. cost = \$5,000). We are also interested in a polystyrene foam densifier, which compresses polystyrene foam (Styrofoam) into briquettes, which are much smaller for storage than foam blocks and can be sold as commodities (approx. cost = \$20,000)**
- 3) The budget mentions \$253,650 for contractual services. Will the County be using a third party to administer the recycling program? Please also clarify the type of services to be provided. Contractual services expenses are listed on the "2 - Fund 650 Budget" supporting document provided. Are these the expected expenses and do all contractual expenses listed relate to the Countywide Recycling Program? **The Recycling Program is administered by County staff. However, we are interested in utilizing funds to support temporary paid internships to assist with events, website content and social media. The majority of our contractual expenses are related to the Household Hazardous Waste home pick up program, support of the Naperville HHW site, and provision of public shredding services at events. These are expected expenses and they all relate to the County Recycling Program.**
- 4) Per the budget, the payments for contractual services and commodities end in 2025. Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds? If so, what will the estimated ongoing costs be? **All costs other than the potential capital equipment purchases mentioned under answer 2 above, are assumed to be ongoing beyond 2025. The ongoing costs are likely to be as described in our budget - approx. \$84,550 in contractual expense and \$10,450 in commodity expenses annually. After December 2026, the costs will be funded by the Riverboat**
- 5) The application mentioned the original project funds, provided by the Grand Victoria Riverboat fund, have been severely impacted by COVID. Please clarify how the funds have been impacted by COVID. What type of additional COVID expenses have been incurred? **At the time our original information was submitted, we were extremely concerned about the potential to continue funding the Recycling Program through the Grand Victoria Riverboat Fund, which is inherently tied to the financial health of the Riverboat Casino and thus heavily dependent on the overall financial climate. Due to the temporary closure of the Riverboat during the COVID pandemic, the total Fund fell by 50% in one year, impacting all dependent programs and threatening the continuity of the recycling program on which County residents have come to depend. Although Fund health improved significantly in FY23, it remains volatile.**

C Proposed Program Risk Considerations and Requirements Summary

The County may be able to fund portions of the recycling program if the nexus to the pandemic can be established. There are three subprojects to the recycling program: 1) Pamphlets, 2) Purchase of Capital Assets to Recycle Lightbulbs and Styrofoam and 3) General Recycling Operations.

- 1) The County could argue that the promotion of recycling protects source water and helps manage pollution. If the pamphlets educate about the connection between recycling and water conservation the pamphlets could be considered water conservation education. The final rule states that the promotion of recycling must have a specific nexus to the public health and economic impacts of the pandemic.
- 2) Processing lightbulbs and styrofoam could manage a potential source of pollution but the County would need to be able to connect the need for these actions to the pandemic. Maybe the increase in demand for e-commerce associated with the pandemic increased the volume of styrofoam being thrown away in the County. The recycling plant may have statistics regarding the volume of types of materials processed.
- 3) If the County can establish that the cost of operating the recycling program in the County increased as a result of the pandemic, or that the recycling program directly responds to the pandemic, or that the improvements made could help respond to future pandemics, then some administrative costs may be eligible.

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	EC3
D.3	SLFRF Expenditure Category Description	3: Public Health-Negative Economic Impact: Public Sector Capacity
D.4	Select SLFRF Expenditure Subcategory	3.4 Public Sector Capacity: Effective Service Delivery
D.5	Additional SLFRF Expenditure Categories for consideration	5.18 Water and Sewer: Other
D.6	Comments regarding additional SLFRF Expenditure Categories	Water conservation education may be connected to the pamphlets
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?	Not Applicable
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?	Yes
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	\$95k
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 1 through 6</p> <p>Pamphlets The County could argue that the promotion of recycling protects source water and helps manage pollution. If the pamphlets educate about the connection between recycling and water conservation the pamphlets could be considered water conservation education. The final rule states that the promotion of recycling must have a specific nexus to the public health and economic impacts of the pandemic.</p> <ul style="list-style-type: none"> • "The DWSRF and CWSRF eligibilities include the development and implementation of incentive and educational programs that address and promote water conservation, source water protection, and efficiency related to infrastructure improvements, e.g., incentives such as rebates to install green infrastructure such as rain barrels or promote other water conservation activities. Treasury clarifies that such project types were eligible under the interim final rule and continue to be eligible under the final rule." (pg. 4417) • "the types of projects eligible under either the DWSRF or CWSRF also support efforts to address climate change. For example, by taking steps to manage potential sources of pollution and preventing these sources from reaching sources of drinking water, projects eligible under the DWSRF and CWSRF may reduce energy required to treat drinking water. Similarly, projects eligible under the DWSRF and CWSRF include measures to conserve and reuse water, for example through projects to reuse or recycle wastewater, stormwater, or subsurface drainage water. Treasury encourages recipients to consider green infrastructure investments and projects to improve resilience to the effects of climate change." (pg. 4411) • "Environmental quality and climate resilience. Several commenters recommended eligible uses to enhance environmental quality, remediate pollution, promote recycling or composting, or increase energy efficiency or electrical grid resilience. Whether these projects respond to the disproportionate impacts of the pandemic on certain communities would depend on the specific issue they address and its nexus to the public health and economic impacts of the pandemic." (pg. 4376) <p>Capital Assets to Recycle Lightbulbs and Styrofoam Processing lightbulbs and styrofoam could manage a potential source of pollution but the County would need to be able to connect the need for these actions to the pandemic. Maybe the increase in demand for e-commerce associated with the pandemic increased the volume of styrofoam being thrown away in the County. The recycling plant may have statistics regarding the volume of types of materials processed.</p> <ul style="list-style-type: none"> • "Environmental quality and climate resilience. Several commenters recommended eligible uses to enhance environmental quality, remediate pollution, promote recycling or composting, or increase energy efficiency or electrical grid resilience. Whether these projects respond to the disproportionate impacts of the pandemic on certain communities would depend on the specific issue they address and its nexus to the public health and economic impacts of the pandemic." (pg. 4376) • "For example, Treasury did not include pollution remediation broadly, a proposed enumerated eligible use for disproportionately impacted communities, on the basis that associated projects would only respond to disproportionate impacts of the pandemic depending on the specific issue addressed." (pg. 4442) <p>General Recycling Operations If the County can establish that the cost of operating the recycling program in the County increased as a result of the pandemic, or that the recycling program directly responds to the pandemic, then some administrative costs may be eligible.</p> <ul style="list-style-type: none"> • "Second, recipients may use funds for administrative costs associated with programs to respond to the public health emergency and its negative economic impacts, including programs that are not funded by SLFRF or not federally funded. In other words, Treasury recognizes that responding to the public health and economic impacts of the pandemic requires many programs and activities, some of which are not funded by SLFRF. Executing these programs effectively is a component of responding to the public health and negative economic impacts of the pandemic." (pg. 4387)
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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

[Empty response box for F.1]

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

[Empty response box for F.2]

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

[Empty response box for F.3]

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

F.4 Assessment of whether identified industry is eligible

N/A

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

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

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

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

N/A

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

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

N/A

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

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

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**

Recycling promotes waste minimization through education and outreach to encourage reduced consumption and creative reuse of materials. In doing so, this results in a healthier living environment and reduced waste disposal costs for disproportionately impacted communities. In addition, when Household Hazardous Wastes are properly disposed of, the health, safety and welfare of the community is protected.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use and Transfer of State and Local Fiscal Recovery Funds from Revenue Loss Recoupment Fund 356 to Fund 001 to Fund 650 to fund the Recycling Contractual Services and Commodities for the Kane County Department of Environmental & Water Resources

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

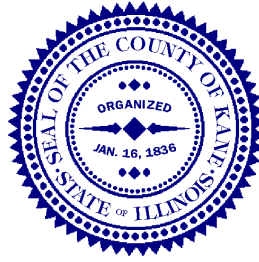
Was this item budgeted? n/a	Appropriation Amount: \$285,000
If not budgeted, explain funding source: SLFRF Recoupment Funds	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF Revenue Loss Recoupment Funds in the amount of \$285,000 to fund the Recycling Contractual Services and Commodities for the Kane County Department of Environmental & Water Resources, 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.

COUNTY OF KANE

Kane County
 Finance Department
 Kathleen Hopkinson
 Executive Director



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

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	ARPA
Date	8/13/2024
Fund	RECOUPMENT: 356
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Contractual & Commodities
Increase or Decrease	Increase
Amount	\$285,000

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

the Kane County Department of Environmental & Water Resources has made a request in the amount of \$285,000 of SLFRF to fund Recycling Contractual Services and Commodities for the purpose of **Educational and Clean Water**

Submitted by

Signature of Elected Official or Department Executive Director

Suzanne Fahnestock

7/8/2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	650.670.683.50150	\$84,550	\$84,550	
Commodities	650.670.683.60010	\$10,450	\$10,450	
Capital				
Transfer In	001.000.000.39356	\$285,000		\$285,000
	650.670.000.39001	\$285,000		\$285,000
Transfer Out	356.800.672.99001	\$285,000	\$285,000	
	001.800.808.99650	\$285,000	\$285,000	
Fund Balance Utilization	356.800.000.39900	\$285,000		\$285,000
Addition to Fund Balance	650.670.683.89000	\$190,000		\$190,000

Reviewed by

Emergency Appropriation has been reviewed by Finance Department



Assistant Finance Director _____

Date 8.22.2024 _____

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2617

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO ENVIRONMENTAL AND WATER RESOURCES TO FUND THE BASE FLOOD BENCHMARKING FOR THE KANE COUNTY DEPARTMENT OF ENVIRONMENTAL & WATER RESOURCES

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 Departments and Elected Office project requests; and

WHEREAS, the Kane County Department of Environmental & Water Resources has made a request in the amount of \$50,000 of SLFRF to fund Base Flood Benchmarking for the purpose of Education to low income areas and Infrastructure for Stormwater; and

WHEREAS, the project will promote good floodplain management and discourage dangerous activities that could put public safety and property in danger by means of signage and a passive warning system for rising waters targeting 16 neighborhoods along the Fox River; 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 Department of Environmental & Water Resource’s request for SLFRF for Base Flood Benchmarking for the purpose of Education to low income areas and Stormwater Infrastructure and completed an assessment regarding the project’s eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of SLFRF in the amount of \$50,000 to fund the Base Flood Benchmarking for the Kane County Department of Environmental & Water Resources, 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 Department of Environmental & Water Resources use of State and Local Fiscal Funds in the amount of \$50,000 to be used for Base Flood Benchmarking, 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 2024 budget:

355.800.668813.50150	Contractual Services	\$22,500
355.800.668813.60010	Operating Supplies	\$2,500
355.800.668.85000	Allowance for Budget Expense	(\$25,000)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year 2025 budget: (\$25,000)

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

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

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

Vote:

A	Proposed Program Name
Base Flood Benchmarking	

B	Proposed Program Summary
<p>This program would involve signage in Flood prone neighborhoods primarily along the Fox River, as well as a signage program to promote good floodplain management and discourage dangerous activities such as placing of fill in the floodplain. This signage is to serve as educational instruction of the dangers of potential flood heights and a passive warning system for rising waters. With an understanding of past and future flood heights the residents would have incentive to purchase flood insurance and consider mitigation strategies for the homes such as flood proofing, elevating the first floor or participating in an open space buyout program. The County has sixteen neighborhoods that have been identified that being flooded repeatedly. The program would look to post flood heights (potential and historic) in these neighborhoods. The program would also look to post Floodplain awareness signs to discourage unsafe practices in the floodplain in neighborhoods, parks and other open space. By encouraging safe practices we can reduce the negative impacts of flooding in these neighborhoods.</p> <p>Questions:</p> <p>1) The budget mentions \$30,000 for contractual services in 2023. Will the County be contracting with the community partners mentioned on the application? (Township road districts, park districts & homeowner associations) If not, please clarify who the contractors will be and the services they will provide. The \$30,000 is for a Surveying Company to determine the Base Flood Elevation and the location of this Elevation within Park District property, Townships ROW, Forest Preserve property, Municipal or County owned open space property or Homeowners' Association Common areas where the signs could be posted identifying the Base Flood Elevation, potential inundation heights and advising that there can be no fill in this area. The \$30,000 would include the surveying services to locate the signs and the labor to install the signs.</p> <p>2) The payments for contractual services and commodities end in 2023. Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds? If so, what will the estimated ongoing costs be? There are no predicted ongoing costs for this project.</p> <p>3) The budget mentions \$5,000 of commodities. Will the commodities purchased solely be the educational signage? If not, please clarify what will be purchased. The signs are the only commodities.</p> <p>4) Are there anticipated behavioral changes based on education provided by signs? What are those changes? Will they promote water conservation? The signs will serve to educate the homeowners, businesses and people working in areas of potential flooding of the height of those flood waters and to keep these areas free of fill. This will serve to help residents and businesses understand the effects of flooding on septic systems and drinking water. This awareness should encourage homeowner's to elevate their well heads to avoid drinking water contamination. This project should also encourage homeowners to consider elevating their homes or creating more open space in the Floodplain to safeguard structures and people from the ravages of contaminated floodwaters. While this project does not promote water conservation, it does educate residents and business on the potential risks to their health and clean drinking water during a flood event. The program serves to communicate that our clean drinking water is a precious commodity.</p> <p>5) Is this a reimbursement based project, or an upcoming effort? This project has not been completed. Originally we budgeted for the project to take place over 2 years, however the project could be completed by spring of 2024. The signage could not be installed until Spring of 2024, unless we have a warm a winter. There is coordination work with Park Districts, HOAs, Townships and KDOT for placement of signage which could take place over the fall and winter months. The surveying portion can generally take place over winter, barring a big snow cover.</p>	

C	Proposed Program Risk Considerations and Requirements Summary
<p>This project may be eligible as a mitigation measure to address potential future natural disasters if the County can demonstrate that (1) there is a history of flooding in the areas being addressed (2) the County anticipates future floods to impact that area (3) the proposed measure would reduce the negative economic impacts of flooding in the designated area (4) the proposed measure is a reasonable and proportionate response to the threatened flooding.</p> <p>Historically, FEMA has allowed for educational signage as a disaster mitigation measure. An example is the Building Resilient Infrastructure and Communities Program under FEMA. The intent of the program is similar to the ARPA program's portion on measures to reduce the impact of future natural disasters. The BRIC program allows for community investment in mitigation projects that reduce the risks from disasters and natural hazards. The program website has a list of case studies to demonstrate what is eligible. One program was called the "Alaska DHS and EM Tsunami Education, Mapping, and Siren Check. This project funded educational signage and information about threats that was published on a website. This was a standalone initiative that wasn't part of a larger capital expenditure. Signs to educate people on flood risks is similar to signs educating people on Tsunami risks.</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	Making necessary investments in water, sewer, and broadband infrastructure
D.2	Select SLFRF Expenditure Category	EC8

D.3	SLFRF Expenditure Category Description	EC8: Emergency Relief from Natural Disasters
D.4	Select SLFRF Expenditure Subcategory	8.13: Other Emergency Relief: Natural Disaster that is Threatened to Occur in the Future
D.5	Additional SLFRF Expenditure Categories for consideration	5.18 Water and Sewer: Other
D.6	Comments regarding additional SLFRF Expenditure Categories	Flood mitigation is closely connected to water management activities
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?	Not Applicable
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	Not Applicable
D.23	Does the project include required programmatic data	Not Applicable
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</p> <p>This project may be eligible as a mitigation measure to address potential future natural disasters if the County can demonstrate that (1) there is a history of flooding in the areas being addressed (2) the County anticipates future floods to impact that area (3) the proposed measure would reduce the negative economic impacts of flooding in the designated area (4) the proposed measure is a reasonable and proportionate response to the threatened flooding.</p> <p>Historically, FEMA has allowed for educational signage as a disaster mitigation measure. An example is the Building Resilient Infrastructure and Communities Program under FEMA. The intent of the program is similar to the ARPA program's portion on measures to reduce the impact of future natural disasters. The BRIC program allows for community investment in mitigation projects that reduce the risks from disasters and natural hazards. The program website has a list of case studies to demonstrate what is eligible. One program was called the "Alaska DHS and EM Tsunami Education, Mapping, and Siren Check. This project funded educational signage and information about threats that was published on a website. This was a standalone initiative that wasn't part of a larger capital expenditure. Signs to educate people on flood risks is similar to signs educating people on Tsunami risks.</p> <p>EC 8.13: Other Emergency Relief: Natural Disaster that is Threatened to Occur in the Future</p> <ul style="list-style-type: none"> • " 1. Identify a natural disaster that has occurred or is expected to occur imminently, or a natural disaster that is threatened to occur in the future. 2. Identify emergency relief that responds to the physical or negative economic impacts, or potential physical or negative economic impacts, of the identified natural disaster. The emergency relief must be related and reasonably proportional to the impact identified" (pg. 17-18 of 2023 Interim Final Rule) • " a natural disaster is defined as a hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, or fire, in each case attributable to natural causes, that causes or may cause substantial damage, injury, or imminent threat to civilian property or persons. A natural disaster may also include another type of natural catastrophe, attributable to natural causes, that causes, or may cause substantial damage, injury, or imminent threat to civilian property or persons." (pg.18 of 2023 Interim Final Rule) • "This interim final rule defines emergency relief as assistance that is needed to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe." (pg.18 of 2023 Interim Final Rule) • "When providing emergency relief from a natural disaster that is threatened to occur in the future, mitigation activities to address the potential physical or economic impacts of the natural disaster in a community where the natural disaster is unlikely to occur would not be considered a related and reasonably proportional response because there would not be an established need to provide emergency relief from that natural disaster, for example." (pg. 20 of 2023 Interim Final Rule)
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•" By providing mitigation activities that would reduce the threat of a future natural disaster's potential impacts, the recipient will have reduced the severity of threats to life, risks of loss of economic activity, and costs to private and public entities to respond and recover, because less damage will be incurred. To provide emergency relief in the form of mitigation activities, to lessen or avert the threat of a future natural disaster, a recipient should document evidence of historical patterns or predictions of natural disasters (as defined above) that would reasonably demonstrate the likelihood of the future occurrence of a natural disaster in its community. A recipient should use this evidence to support its determination that mitigation activities would be related and reasonably proportional to the threat of a natural disaster that it is addressing. For example, a recipient could utilize FEMA's National Risk Index" (pg. 21-22 of 2023 Interim Final Rule)

F	ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"
F.1	Designating a Public Health Impact
	N/a
F.1a	Guidance: See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
F.2	Designating a Negative Economic Impact
	n/a
F.2a	Guidance: See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
F.3	Description of how proposed program addresses/responds to harm and is reasonable
	n/a
F.3a	Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

F.4 **Assessment of whether identified industry is eligible**
 N/A

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

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

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

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

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

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

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

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

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**

Floods disproportionately impact lower income communities. Many of our residents living in the floodplain are seniors and young families. Flood waters can contaminate wells, introduce mold and bacteria into homes, lead to injuries and drowning. Just 6 inches of water in a home can cause significant damage and make the home dangerous to live in. By raising awareness of the flood heights in a neighborhood with private wells, homeowners can be encouraged to consider protecting their drinking water by elevating the well head to a suitable flood protection elevation. By understanding the potential flood heights in a storm event homeowners can evacuate or prepare for incoming flood waters by stocking up with clean water, medicine and food should the access to their home be blocked by flood waters. Flooding is the most frequent natural hazard and the most costly.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Environmental and Water Resources to Fund the Base Flood Benchmarking for the Kane County Department of Environmental & Water Resources

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$50,000.00
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF in the amount of \$50,000 to fund the Base Flood Benchmarking to the Kane County Department of Environmental & Water Resources, 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.

COUNTY OF KANE

Kane County
Finance Department
 Kathleen Hopkinson
 Executive Director



Kane County Government Center
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 Geneva, Illinois 60134
 (630) 208-5132
 hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	ARPA
Date	8/13/2024
Fund	355
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Contractual, Commodities
Increase or Decrease	Increase
Amount	\$50,000

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

The Kane County Department of Environmental & Water Resources has made a request in the amount of \$50,000 of SLFRF to fund Base Flood Benchmarking for the purpose of Education to low income areas and Infrastructure for Stormwater. The budget adjustment presented below would be needed in FY2024. The remaining \$25,000 will be budgeted in FY25.

Submitted by
 Signature of Elected Official or Department Executive Director

Suzanne Fahnestock 8/13/2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	355.800.668813.500150	\$22,500	\$22,500	
Commodities	355.800.668813.60010	\$2,500	\$2,500	
Capital				
Other County-Wide	355.800.668.85000	\$25,000		(\$25,000)

Reviewed by
 Emergency Appropriation has been reviewed by Finance Department

Amy McLaughlin

Assistant Director of Finance _____
 Date 8.22.24

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2825

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND KANE COUNTY SATELLITE OFFICES BUILDING IN ELGIN HVAC SYSTEM RENOVATIONS FOR THE KANE COUNTY BUILDING MANAGEMENT DEPARTMENT

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

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

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

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

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

WHEREAS, the Kane County Building Management Department has made a request in the amount of \$750,000 of SLFRF to fund Kane County Satellite Offices Building in Elgin HVAC System Renovations for the purpose of responding to the public health and negative economic impacts of the pandemic; and

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

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

County Building Management Department's request for SLFRF for Kane County Satellite Offices Building in Elgin HVAC System Renovations for the purpose of responding to the public health and negative economic impacts of the pandemic and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the Kane County Building Management Department has made a request for the cost of the project in the amount of \$750,000 of SLFRF to fund Kane County Satellite Offices Building in Elgin HVAC System Renovations for the purpose of responding to the public health and negative economic impacts of the pandemic, at this time the ARP Committee recommends that the Kane County Board authorizes the use SLFRF in the amount of \$100,948 (One Hundred Thousand Nine Hundred Forty Eight Dollars) to fund the Kane County Satellite Offices Building in Elgin HVAC System Renovations for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Kane County Building Management Department's use of State and Local Fiscal Recovery Funds in the amount of \$100,948 (One Hundred Nine Forty Eight Thousand Dollars) to be used for Kane County Satellite Offices Building in Elgin HVAC System Renovations, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURHTER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY2025 (\$100,948).

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

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

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

Vote:

A Proposed Program Name
 Kane County Satellite Offices Building in Elgin HVAC Improvements

B Proposed Program Summary

The proposed project seeks funding from the American Rescue Plan Act (ARPA) to replace failed HVAC units at the new Kane County Satellite offices in Elgin, Illinois. This initiative aims to enhance indoor air quality, improve energy efficiency, and ensure a healthy working environment for all employees and visitors.

The current HVAC system in the building is outdated and inefficient, with failed units leading to inconsistent temperature control, poor air circulation, and higher energy consumption. Upgrading to a modern, energy-efficient HVAC system will resolve these issues by providing reliable temperature regulation, improved ventilation, and significant energy savings. The new system will feature advanced filtration technologies to remove airborne contaminants, including viruses and bacteria, thereby supporting public health.

This project aligns with ARPA's objectives by promoting public health and infrastructure resilience. Improved air quality will contribute to a safer indoor environment, reducing the risk of airborne illnesses and enhancing overall workplace wellness. Additionally, the energy-efficient HVAC system will lower operational costs and decrease the building's carbon footprint, supporting environmental sustainability.

The scope of work includes designing, procuring, and installing the new HVAC system, as well as training maintenance staff to ensure optimal operation and longevity. The project will be executed with minimal disruption to ongoing operations, ensuring a seamless transition to the improved infrastructure. This investment will provide long-term benefits, including reduced energy costs, enhanced employee health and productivity, and a sustainable, resilient infrastructure for the Kane County Satellite offices in Elgin.

The HVAC improvements project for the new Satellite offices in Elgin, Illinois, will deliver multiple benefits to Kane County, particularly impacting the Health Department, the County Clerk and Elections activities and potential other services provided at this location.

Enhanced Public Health:
 Upgrading the HVAC system will significantly improve indoor air quality, which is crucial for the Health Department's operations. Enhanced air filtration and ventilation will reduce airborne contaminants, including viruses and bacteria, creating a safer environment for staff and visitors. This is especially important in a health-focused facility where vulnerable populations may seek services.

Improved Operational Efficiency:
 A modern, energy-efficient HVAC system will ensure consistent temperature control and better air circulation throughout the building. This will enhance comfort for employees and visitors, leading to improved productivity and satisfaction. For the Elections activities, a comfortable environment is essential for both staff and the public during voting periods, ensuring a smooth and efficient process.

Energy and Cost Savings:
 The new HVAC system will be more energy-efficient, reducing operational costs for the building. Lower energy consumption translates into significant cost savings over time, allowing Kane County to allocate resources more effectively to other essential services and initiatives.

Environmental Sustainability:
 By reducing the building's carbon footprint through energy-efficient technology, the project supports Kane County's commitment to environmental sustainability. This aligns with broader county goals to reduce greenhouse gas emissions and promote sustainable practices in public facilities.

Support for Essential Services:
 The Health Department and Elections are critical services for the community. Enhanced HVAC systems ensure these departments can operate effectively without disruptions caused by poor air quality or uncomfortable temperatures. This reliability is crucial during peak periods, such as health crises or election cycles.

Community Trust and Well-being:
 Investing in essential infrastructure improvements demonstrates Kane County's commitment to the well-being of its residents. It builds trust within the community, showing that the county prioritizes creating safe, healthy, and efficient public spaces for all.

In summary, the HVAC improvements project will provide substantial benefits to Kane County by enhancing public health, operational efficiency, cost savings, environmental sustainability, and support for essential services. This initiative ensures a healthier, more productive, and sustainable environment for the Health Department, Elections activities, and the broader community.

The HVAC improvements project at the new Kane County Satellite offices in Elgin, Illinois, promotes equitable outcomes by ensuring a safe and healthy environment for all employees, visitors, and community members.

Health Equity:
 Improved indoor air quality will create a healthier environment for everyone, including vulnerable populations served by the Health Department and those participating in Elections activities. Advanced filtration will reduce airborne contaminants, benefiting individuals with respiratory issues and other health conditions.

Access to Essential Services:
 The new HVAC system will enhance the accessibility and reliability of critical services provided by the Health Department and during Elections. This ensures that all residents, especially those from underserved communities, can rely on these essential services in a comfortable and safe setting.

Environmental Justice:
 Reducing the building's carbon footprint supports environmental sustainability and justice. Lower emissions contribute to cleaner air and a healthier environment for all, particularly those in areas disproportionately affected by pollution.

In summary, the HVAC improvements project will enhance public health, improve access to essential services, support economic equity, foster environmental justice, and provide inclusive workforce development, benefiting all community members.

Total estimated cost of this project is \$750,000.00

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

end of the public health emergency are related to the mitigation of the spread of Covid-19.

D Program Assessment Details		
Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide		
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	1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^
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?	Impacted
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	No
D.13	What is the estimated number of subrecipients/beneficiaries?	N/A
D.14	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	Yes
D.20	Is the capital expenditure an enumerated use (Select One)	Yes - Installation and improvements of ventilation systems
D.21	Select the appropriate range of expected capital expenditures	Less than \$1 million
D.22	Is a Written Justification Required	No
D.23	Does the project include required programmatic data	No
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6	
<p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p> <p>1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, etc.):</p> <ul style="list-style-type: none"> • "Enumerated eligible uses of funds in this category included: Vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations..." (2022 Final Rule pg. 4352) • " COVID-19 public health response and mitigation tactics. Recognizing the broad range of services and programming needed to contain COVID-19, the interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID-19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds. Enumerated eligible uses of funds in this category included [...] support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations" (2022 Final Rule pg. 4353) 	

Final Rule relating to capital expenditures:

- "Enumerated eligible uses: Responses presumed reasonably proportional. A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes... (i) Responding to the public health impacts of the public health emergency for purposes including: (A) COVID-19 mitigation and prevention in a manner that is consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including... mitigation and prevention practices in congregate settings...installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities." (2022 Final Rule pg. 4449)

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

F.1 Designating a Public Health Impact

n/a

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

F.2 Designating a Negative Economic Impact

n/a

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

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

n/a

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

F.4	Assessment of whether identified industry is eligible n/a
F.4a	<p>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).</p> <p>If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies</p>

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	<p>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.</p>
G.2	2. Explanation of why a capital expenditure is appropriate n/a
G.2a	<p>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.</p>

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

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

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

H	Equitable Outcomes - Complete if item 24 is populated with "Yes".
H.1	Description of equitable outcome goal and how the proposed program expects to achieve this goal
	<p>The HVAC improvements project at the new Kane County Satellite offices in Elgin, Illinois, promotes equitable outcomes by ensuring a safe and healthy environment for all employees, visitors, and community members.</p> <p>Health Equity: Improved indoor air quality will create a healthier environment for everyone, including vulnerable populations served by the Health Department and those participating in Elections activities. Advanced filtration will reduce airborne contaminants, benefiting individuals with respiratory issues and other health conditions.</p> <p>Access to Essential Services: The new HVAC system will enhance the accessibility and reliability of critical services provided by the Health Department and during Elections. This ensures that all residents, especially those from underserved communities, can rely on these essential services in a comfortable and safe setting.</p> <p>Environmental Justice: Reducing the building’s carbon footprint supports environmental sustainability and justice. Lower emissions contribute to cleaner air and a healthier environment for all, particularly those in areas disproportionately affected by pollution.</p> <p>In summary, the HVAC improvements project will enhance public health, improve access to essential services, support economic equity, foster environmental justice, and provide inclusive workforce development, benefiting all community members.</p>



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Kane County Satellite Offices Building in Elgin HVAC System Renovations For the Kane County Building Management Department

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$100,948
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF in the amount of \$100,948 (One Hundred Nine Forty Eight Thousand) to fund the Kane County Satellite Offices Building in Elgin HVAC System Renovations for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and Federal, State or local laws and regulations.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2807

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND HVAC IMPROVEMENTS AT THE 3RD STREET COURTHOUSE (PART 2) FOR THE KANE COUNTY BUILDING MANAGEMENT DEPARTMENT

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

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

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

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

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

WHEREAS, the Kane County Building Management Department has made a request in the amount of \$800,000 of SLFRF to fund HVAC Improvements at the 3rd Street Courthouse (Part 2) for the purpose of responding to the public health and negative economic impacts of the pandemic; and

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

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

the 3rd Street Courthouse (Part 2) for the purpose of responding to the public health and negative economic impacts of the pandemic and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the Kane County Building Management Department has made a request for the cost of the project in the amount of \$800,000 (Eight Hundred Thousand Dollars) of SLFRF to fund HVAC Improvements at the 3rd Street Courthouse (Part 2) for the purpose of responding to the public health and negative economic impacts of the pandemic, at this time the ARP Committee recommends that the Kane County Board authorizes the use of SLFRF in the amount of \$100,948 (One Hundred Thousand Nine Hundred Forty Eight Dollars) to fund HVAC Improvements at the 3rd Street Courthouse (Part 2) for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Kane County Building Management Department's use of State and Local Fiscal Recovery Funds in the amount of \$100,948 (One Hundred Thousand Nine Hundred Forty Eight Dollars) to be used for HVAC Improvements at the 3rd Street Courthouse (Part 2), 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 grant funding will be budgeted in FY2025 budget (\$100,948):

Contractual: \$100,948.00

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

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

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

Vote:

A Proposed Program Name
 3rd Street Courthouse HVAC Improvements Part 2 (2024-2026)

B Proposed Program Summary

This project seeks American Rescue Plan Act (ARPA) funding to replace an end-of-life air handling unit and multiple split systems for cooling and heating at the Kane County 3rd Street Courthouse. The upgrades aim to improve ventilation, circulation, and energy efficiency, ensuring a healthier environment for all courthouse users.

The current HVAC systems are outdated and inefficient, causing inconsistent temperature control, poor air circulation, and higher energy consumption. Upgrading to modern, energy-efficient systems will address these issues by providing reliable temperature regulation, enhanced ventilation, and significant energy savings. Advanced technologies will improve indoor air quality by reducing airborne contaminants, including viruses and bacteria, supporting public health.

This project aligns with ARPA’s objectives by promoting public health and infrastructure resilience. Enhanced ventilation and air circulation will create a safer indoor environment, reducing the risk of airborne illnesses and improving workplace wellness. Additionally, energy-efficient systems will lower operational costs and decrease the building’s carbon footprint, supporting environmental sustainability.

The scope of work includes designing, procuring, and installing the new HVAC systems, along with training maintenance staff to ensure optimal operation and longevity. The project will be executed with minimal disruption to courthouse operations, ensuring a seamless transition to the improved infrastructure.

The requested ARPA funds will cover the full project cost, ensuring timely completion and immediate impact. This investment will provide long-term benefits, including reduced energy costs, enhanced health and productivity, and a sustainable, resilient infrastructure for the Kane County 3rd Street Courthouse.

The HVAC improvements project at the Kane County 3rd Street Courthouse will deliver substantial benefits to Kane County, impacting public health, operational efficiency, economic savings, and environmental sustainability. Here are the key benefits:

Enhanced Public Health:
 Upgrading the HVAC systems will significantly improve indoor air quality, which is crucial for a public facility that serves numerous employees and visitors daily. Advanced filtration technologies in the new systems will reduce airborne contaminants, including viruses and bacteria, thereby creating a healthier environment. Improved ventilation and air circulation will decrease the risk of respiratory issues and airborne illnesses, fostering a safer and more comfortable space for courthouse users.

Operational Efficiency:
 The current HVAC systems are outdated and inefficient, leading to inconsistent temperature control and poor air circulation. Replacing these with modern, energy-efficient systems will ensure reliable temperature regulation and improved air distribution throughout the courthouse. This enhancement will create a more comfortable environment, boosting employee productivity and satisfaction. Reliable HVAC systems are essential for maintaining optimal conditions for both staff and visitors, ensuring the courthouse operates smoothly.

Economic Savings:
 Energy-efficient HVAC systems will result in significant cost savings for Kane County. The reduction in energy consumption will lower operational costs, freeing up resources for other essential county services and initiatives. Over time, the savings from reduced energy bills can be reinvested into further infrastructure improvements or community programs, benefiting the broader county population.

Environmental Sustainability:
 By upgrading to energy-efficient HVAC systems, the project supports Kane County’s commitment to environmental sustainability. The new systems will decrease the courthouse’s carbon footprint, contributing to reduced greenhouse gas emissions. This aligns with the county’s broader goals of promoting sustainable practices and protecting the environment for future generations.

Infrastructure Resilience:
 The HVAC improvements will enhance the overall resilience of the courthouse’s infrastructure. Reliable and efficient HVAC systems will reduce the need for frequent repairs and maintenance, minimizing disruptions to courthouse operations. This ensures that the facility remains functional and accessible, even during extreme weather conditions or peak usage periods.

Support for Essential Services:
 The courthouse hosts a variety of essential services, including legal proceedings, public records access, and other governmental functions. Ensuring a comfortable and safe environment is crucial for these services to operate effectively. The improved HVAC systems will support the uninterrupted delivery of these services, benefiting the entire community.

Community Trust and Well-being:
 Investing in essential infrastructure improvements demonstrates Kane County’s commitment to the well-being of its residents. By prioritizing public health and efficient service delivery, the county builds trust within the community. Residents will appreciate the improved conditions and the county’s proactive approach to maintaining a high-quality public facility.

The HVAC improvements project at the Kane County 3rd Street Courthouse promotes equitable outcomes by ensuring a safe and healthy environment for all courthouse users.

Health Equity:
 Upgraded HVAC systems will improve indoor air quality, benefiting everyone, including vulnerable populations. Advanced filtration will reduce airborne contaminants like viruses and bacteria, crucial for individuals with respiratory conditions or other health issues.

Access to Essential Services:
 Improved HVAC systems will enhance the delivery of essential services such as legal proceedings and public records access. A comfortable and safe environment ensures these services are accessible and reliable for all residents.

Economic Equity:
 Energy-efficient HVAC systems will reduce operational costs. Savings from reduced energy consumption can be reinvested in initiatives addressing economic disparities.

Summary:
 The HVAC improvements project at the Kane County 3rd Street Courthouse promotes equitable outcomes by enhancing public health, improving access to essential services benefiting all community members.

C Proposed Program Risk Considerations and Requirements Summary
 Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the

pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.

D Program Assessment Details		
Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide		
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	1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)*^
D.5	Additional SLFRF Expenditure Categories for consideration	N/A
D.6	Comments regarding additional SLFRF Expenditure Categories	N/A
D.7	Are the beneficiaries Populations Presumed Eligible?	Not Applicable
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Not Applicable
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Not Applicable
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	No
D.13	What is the estimated number of subrecipients/beneficiaries?	N/A
D.14	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	Yes
D.20	Is the capital expenditure an enumerated use (Select One)	Yes - Installation and improvements of ventilation systems
D.21	Select the appropriate range of expected capital expenditures	Less than \$1 million
D.22	Is a Written Justification Required	No
D.23	Does the project include required programmatic data	No
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6	
<p>Improving ventilation systems to combat the spread of Covid-19 is an enumerated use of funds. Funds can be used for projects that respond to the pandemic's public health impacts and provide long-term benefits. The County would need to demonstrate that ventilation improvements made after the end of the public health emergency are related to the mitigation of the spread of Covid-19.</p> <p>1.4 Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, etc.):</p> <ul style="list-style-type: none"> "Enumerated eligible uses of funds in this category included: Vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations..." (2022 Final Rule pg. 4352) " COVID-19 public health response and mitigation tactics. Recognizing the broad range of services and programming needed to contain COVID-19, the interim final rule provided an extensive list of enumerated eligible uses to prevent and mitigate COVID-19 and made clear that the public health response to the virus is expected to continue to evolve over time, necessitating different uses of funds. Enumerated eligible uses of funds in this category included [...] support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools; ventilation improvements in congregate settings, health care settings, or other key locations" (2022 Final Rule pg. 4353) 	

Final Rule relating to capital expenditures:

• "Enumerated eligible uses: Responses presumed reasonably proportional. A recipient may use funds to respond to the public health emergency or its negative economic impacts on a beneficiary or class of beneficiaries for one or more of the following purposes... (i) Responding to the public health impacts of the public health emergency for purposes including: (A) COVID-19 mitigation and prevention in a manner that is consistent with recommendations and guidance from the Centers for Disease Control and Prevention, including... mitigation and prevention practices in congregate settings...installation and improvement of ventilation systems in congregate settings, health facilities, or other public facilities." (2022 Final Rule pg. 4449)

F	ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"
F.1	Designating a Public Health Impact
	n/a
F.1a	Guidance: See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
F.2	Designating a Negative Economic Impact
	n/a
F.2a	Guidance: See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
F.3	Description of how proposed program addresses/responds to harm and is reasonable
	n/a
F.3a	Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

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

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

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

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

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

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

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

G.2a Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be 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 24 is populated with "Yes".**

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

Health Equity:
Upgraded HVAC systems will improve indoor air quality, benefiting everyone, including vulnerable populations. Advanced filtration will reduce airborne contaminants like viruses and bacteria, crucial for individuals with respiratory conditions or other health issues.

Access to Essential Services:
Improved HVAC systems will enhance the delivery of essential services such as legal proceedings and public records access. A comfortable and safe environment ensures these services are accessible and reliable for all residents.

Economic Equity:
Energy-efficient HVAC systems will reduce operational costs. Savings from reduced energy consumption can be reinvested in initiatives addressing economic disparities.

Summary:
The HVAC improvements project at the Kane County 3rd Street Courthouse promotes equitable outcomes by enhancing public health, improving access to essential services benefiting all community members.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund HVAC Improvements at the 3rd Street Courthouse (Part 2) for the Kane County Building Management Department

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? n/a	Appropriation Amount: \$100,948.00
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF in the amount of \$100,948 (One Hundred Thousand Nine Hundred Forty Eight Dollars) to fund HVAC Improvements at the 3rd Street Courthouse (Part 2) for the Kane County Building Management Department to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2808

AMENDING RESOLUTION 24-175 AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND ADULT JUSTICE CENTER DOMESTIC HOT WATER IMPROVEMENTS FOR THE KANE COUNTY BUILDING MANAGEMENT DEPARTMENT TO INCREASE THE ARPA AWARD AMOUNT BY \$1,000,000

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

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

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

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

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

WHEREAS, the Kane County Building Management Department has made a request in the amount of \$1,000,000 of SLFRF and was approved in Resolution 24-175 to fund Adult Justice Center Domestic Hot Water Improvements for the purpose of responding to the public health and negative economic impacts of the pandemic; and

WHEREAS, enhancements to the domestic hot water system, aimed at ensuring proper hygiene and sanitation measures within the Kane County Adult Justice Center, are paramount in safeguarding against future outbreaks of COVID-19 and ensuring the well-being of inmates and staff members; and

WHEREAS, the Kane County Building Management Department has made a request to increase the previously authorized amount of \$1,000,000 SLFRF to fund Adult Justice Center Domestic Hot Water Improvements for the purpose of responding to the public health and negative economic impacts of the pandemic by \$1,000,000; and

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

WHEREAS, the ARPC recommends amending Resolution 24-175 and that the Kane County Board authorizes the increase of the previously approved SLFRF amount by \$1,000,000 to fund the Adult Justice Center Domestic Hot Water Improvements project for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the increase of the State and Local Fiscal Recovery Funds in the amount of \$1,000,000 for the Kane County Building Management Department's use for Adult Justice Center Domestic Hot Water Improvements project, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY2025 (\$1,933,000).

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY

Title

Amending Resolution 24-175 Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Adult Justice Center Domestic Hot Water Improvements For the Kane County Building Management Department to Increase the ARPA Award Amount by \$1,000,000

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: \$1,000,000
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends the Kane County Board amend Resolution 24-175 and authorize the increase of SLFRF in the amount of \$1,000,000 to fund the Adult Justice Center Domestic Hot Water Improvements for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Building Management Department's request for SLFRF for Adult Justice Center Domestic Hot Water Improvements for the purpose of responding to the public health and negative economic impacts of the pandemic and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of SLFRF in the amount of \$1,000,000 to fund the Adult Justice Center Domestic Hot Water Improvements for the Kane County Building Management Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Building Management Department's use of State and Local Fiscal Recovery Funds in the amount of \$1,000,000 to be used for Adult Justice Center Domestic Hot Water Improvements, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

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

355.800.668.85000	Allowance for Budget Expense	\$67,000
355.800.66814.72010	Building Improvements	\$67,000

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY2025 (\$933,000).

Line Item: See Above

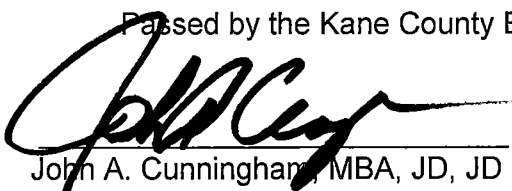
Line Item Description: See Above

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

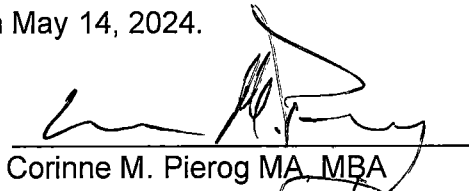
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes

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 May 14, 2024.



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



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

Vote:

PASSED

A Proposed Program Name
Adult Justice Center Domestic Hot Water Improvements

B Proposed Program Summary

The project entails replacing the existing domestic hot water heater system in both the North and South Towers of the Kane County Adult Justice Center. This involves the demolition of the current copper fin tube atmospheric water heater and storage tanks, to be replaced by three high-efficiency, gas-fired, instantaneous water heating systems for each jail tower. These systems will be strategically sized to ensure redundancy, with two remaining heaters capable of providing 100% hot water capacity in the event of a failure. Notably, the new system will eliminate the need for hot water storage tanks, reducing energy consumption and operational costs. Additionally, modifications will be made to the building's domestic hot water system to mitigate the risk of Legionella contamination. These measures include adjusting the hot water temperature to 140 degrees Fahrenheit in the main piping, replacing the master thermostatic mixing valve with individual valves on each floor, installing a continuous hot water recirculation pump, and integrating equipment into the building automation system. Furthermore, the current shower heads will be replaced with higher flow rate heads. By modernizing the domestic hot water system and implementing measures to protect against Legionella, Kane County aims to ensure a safe and reliable supply of hot water for staff and inmates while adhering to ARPA's objectives of enhancing public health and infrastructure resilience.

By replacing the existing domestic hot water system with high-efficiency, gas-fired water heaters, the county will realize significant energy savings and reduced operational costs. The elimination of hot water storage tanks further enhances efficiency and minimizes maintenance requirements. Additionally, the modifications to the hot water system aimed at mitigating the risk of Legionella contamination will improve the overall health and safety of inmates, staff, and visitors at the Adult Justice Center. By ensuring a reliable supply of hot water and implementing measures to protect against waterborne illnesses, the county demonstrates its commitment to providing a safe and sanitary environment for all occupants. Furthermore, the integration of equipment into the building automation system enhances monitoring and control capabilities, allowing for proactive maintenance and optimized system performance. Overall, these improvements contribute to the county's goal of fostering a secure and efficient facility while aligning with the objectives outlined in the American Rescue Plan Act to enhance infrastructure resilience and public health.

This project will promote equitable outcomes by prioritizing the health and well-being of all individuals within the Kane County Adult Justice Center, regardless of their background or circumstances. By replacing the existing domestic hot water system with high-efficiency, gas-fired water heaters and implementing measures to mitigate the risk of Legionella contamination, the county ensures that all inmates, staff, and visitors have access to a safe and sanitary environment. The integration of equipment into the building automation system enhances monitoring and control capabilities, contributing to the equitable distribution of resources and services throughout the facility. Furthermore, by improving the reliability and efficiency of the hot water system, the project helps to minimize disruptions and ensure consistent access to essential services for all occupants. Ultimately, by prioritizing the health and safety of individuals within the Adult Justice Center, the project contributes to a more equitable environment.

Total estimated cost of this project is \$2,000,000.00

Improving the domestic hot water system at Kane County Jail remains closely tied to mitigating the spread of Covid-19 even after the end of the public health emergency. Enhanced domestic water systems not only ensure adequate hygiene standards within the facility but also contribute to maintaining a clean and sanitary environment essential for preventing the resurgence of infectious diseases, including Covid-19. By investing in these improvements, Kane County proactively addresses the long-term public health impacts of the pandemic, safeguarding the well-being of both inmates and staff members. Moreover, a robust domestic hot water system supports the ongoing implementation of stringent hygiene protocols, fostering a safer and healthier environment within the correctional facility. Thus, these upgrades not only align with the original intent of the American Rescue Plan funds but also serve as a prudent investment in the sustained mitigation of Covid-19 transmission risks within Kane County Jail.

1. For this particular project (Domestic Hot Water Improvements), we currently have an engineer on contract designing a system and the rest of the funding would be to authorize for future investments.

2. Have any cases of waterborne diseases been documented? Yes, we indeed do have records of waterborne disease cases in the jail (specially, legionella). We also have a documented case and hospital records of an inmate contracting Legionnaire's from the jail.

C Proposed Program Risk Considerations and Requirements Summary

Investments in the water infrastructure in the jail could be eligible as an investment in drinking water infrastructure. The County has records of waterborne pathogens like Legionella infecting inmates through contaminated drinking water. Projects to address unsafe conditions in drinking water can be eligible. The County will need to fill in section F on the nexus to the pandemic and section G, establishing that the proposed measures are a reasonable and proportionate response to drinking water contamination.

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	Making necessary investments in water, sewer, and broadband infrastructure
D.2	Select SLFRF Expenditure Category	EC5
D.3	SLFRF Expenditure Category Description	5: Infrastructure
D.4	Select SLFRF Expenditure Subcategory	5.15 Drinking water: Other water infrastructure
D.5	Additional SLFRF Expenditure Categories for consideration	5.11 Drinking water: Transmission & Distribution
D.6	Comments regarding additional SLFRF Expenditure Categories	Waterborne pathogens in drinking water.
D.7	Are the beneficiaries Populations Presumed Eligible?	Yes
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Geographic Basis
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	No
D.12	Does the proposed project include subrecipients/beneficiaries?	No
D.13	What is the estimated number of subrecipients/beneficiaries?	N/A
D.14	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	No
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	Yes
D.20	Is the capital expenditure an enumerated use (Select One)	No - the proposed capital expenditure is not an enumerated use
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 1 through 6</p> <p>Investments in the water infrastructure in the jail could be eligible as an investment in drinking water infrastructure. The County has records of waterborne pathogens like Legionella infecting inmates through contaminated drinking water. Projects to address unsafe conditions in drinking water can be eligible. The County will need to fill in section G, establishing that the proposed measures are a reasonable and proportionate response to drinking water contamination.</p> <p>5.15, and 5.18 Other Water Infrastructure:</p> <ul style="list-style-type: none"> • " Eligible projects under the DWSRF. Eligibilities under the DWSRF, the interim final rule, and the final rule include projects that address present or prevent future violations of health-based drinking water standards. These include projects needed to maintain compliance with existing national primary drinking water regulations for contaminants with acute and chronic health effects. Projects to replace aging infrastructure are also eligible uses if they are needed to maintain compliance or further the public health protection objectives of section 1452 of the SDWA. The following project categories are eligible under the DWSRF, were eligible under the interim final rule, and continue to be eligible under the final rule: (i) Treatment projects, including installation or upgrade of facilities to improve the quality of drinking water to comply with primary or secondary standards and point of entry or central treatment under section 1401(4)(B)(i)(III) of the SDWA. (ii) Transmission and distribution projects, including installation or replacement of transmission and distribution pipes to improve water pressure to safe levels or to prevent contamination caused by leaks or breaks in the pipes." (2022 Final Rule pg. 4412) • "(vi) Creation of new systems, including those that, upon completion, will create a community water system to address existing public health problems with serious risks caused by unsafe drinking water provided by individual wells or surface water sources. Eligible projects are also those that create a new regional community water system by consolidating existing systems that have technical, financial, or managerial difficulties. Projects to address existing public health problems associated with individual wells or surface water sources must be limited in scope to the specific geographic area affected by contamination. Projects that create new regional community water systems by consolidating existing systems must be limited in scope to the service area of the systems being consolidated. " (4412) <p>Final Rule relating to Capital Expenditures:</p>
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• "As stated above, in the interim final rule, Treasury included eligible uses of the DWSRF and the CWSRF as eligible uses of the SLFRF in the water and sewer infrastructure category. By providing that projects eligible under the DWSRF and the CWSRF are also eligible uses of SLFRF funds, the interim final rule permitted a broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems, including replacement of lead service lines. With respect to clean water and wastewater infrastructure, the interim final rule provided that recipients may use SLFRF funds to construct publicly owned treatment infrastructure, manage and treat stormwater or subsurface drainage water, and facilitate water reuse, among other uses." (2022 Final Rule pg. 4411)

F	ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"
F.1	Designating a Public Health Impact
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	Designating a Negative Economic Impact
	n/a
F.2a	<p>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.</p>
F.3	Description of how proposed program addresses/responds to harm and is reasonable
F.3a	<p>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.</p>

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

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

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

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

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

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

G.3	a. A comparison of the effectiveness of the capital expenditures in addressing the harm identified
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
G.4a	Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should consider the expected total cost of the capital expenditure required to construct, purchase, install, or improve the capital assets intended to address the public health or negative economic impact of the public health emergency. Recipients should include pre-development costs in their calculation and may choose to include information on ongoing operational costs, although this information is not required.

H	Equitable Outcomes - Complete if item 24 is populated with "Yes".
H.1	Description of equitable outcome goal and how the proposed program expects to achieve this goal
This project will promote equitable outcomes by prioritizing the health and well-being of all individuals within the Kane County Adult Justice Center, regardless of their background or circumstances. By replacing the existing domestic hot water system with high-efficiency, gas-fired water heaters and implementing measures to mitigate the risk of Legionella contamination, the county ensures that all inmates, staff, and visitors have access to a safe and sanitary environment. The integration of equipment into the building automation system enhances monitoring and control capabilities,	

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2812

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND SERVICES FOR ADULTS WITH DISABILITIES FOR FOX VALLEY SHELTERED WORKSHOP NON-PROFIT ORGANIZATION IN KANE COUNTY

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, Valley Sheltered Workshop (VSW) Non-Profit Organization has made a request in the amount of \$95,000 (Ninety-Five Thousand Dollars) of SLFRF to fund services for adults with disabilities for the purpose of responding to the COVID-19 public emergency and its negative economic impacts; and

WHEREAS, Valley Sheltered Workshop in Batavia, IL, was founded in response to the lack of services for adults with disabilities. Before the advent of sheltered workshops, individuals with disabilities were often placed in institutions or isolated at home, with limited opportunities for engagement and community integration. VSW emerged as a beacon of hope and support for this underserved population; and

WHEREAS, COVID-19 significantly impacted VSW by reducing income from attendance fees and program income. This financial strain result in staff reductions, deferred maintenance, and increased operations costs. The requested funds are crucial to restoring staff levels, maintaining operations, and continuing to provide essential services to disabled adults.

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 Valley Sheltered Workshop 's request for SLFRF for to fund services for adults with disabilities for the purpose of responding to the COVID-19 public emergency and its negative economic impacts and completed an assessment regarding the project's eligibility (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of SLFRF in the amount of \$95,000 (Ninety-Five Thousand Dollars) to fund services for adults with disabilities for the Valley Sheltered Workshop Organization, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Valley Sheltered Workshop Organization use of State and Local Fiscal Recovery Funds in the amount of \$95,000 (Ninety-Five Thousand Dollars) to be used for providing services for adults with disabilities, 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 2024 budget:

355.800.668234.55010	External Grants	\$47,500
355.800.668.85000	Allowance for Budget Expense	(\$47,500)

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the remaining amount will be used in Fiscal Year 2025 (\$47,500)

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

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

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

Vote:

A	Proposed Program Name
Valley Sheltered Workshop	

B	Proposed Program Summary
<p>VSW serves adults with disabilities over the age of 22, with no upper age limit as long as they desire to engage in work activities. Our organization primarily supports individuals who are unable to work in the broader community due to their need for extra support or challenges in understanding social standards for working with non-disabled individuals. Many in our community still struggle with understanding "stranger danger" and other nuances associated with engaging in community activities. Additionally, VSW serves the elderly community through our Generations of Support program, creating opportunities for elderly individuals to engage in purposeful activities at their own pace and ability. We design service opportunities tailored to each elderly participant, ensuring they can continue to engage in the activities they are used to, promoting a sense of purpose and well-being.</p> <p>VSW offers a range of programs designed to support adults with disabilities and the elderly community: Permanent Supportive Program: This program provides a safety net for individuals who cannot work in the community but still desire to engage in purposeful activities. It also acts as a launching pad for those who may eventually work in the community. Community Supportive Work: This program supports individuals who can work in the community on a limited basis, typically a few hours a week. We provide staff to walk with these individuals, helping them find their identity in community work environments. Generations of Support: This program caters to the elderly community, providing opportunities for continued engagement in purposeful activities at their own pace and ability. We create individualized service opportunities for elderly participants, ensuring they remain active and connected to their community. All our services are provided at no cost to the parents or the individuals, removing the financial burden of support from working families in our community.</p> <p>Staffing Needs: The pandemic caused a significant reduction in financial security, resulting in the reduction of support staff from three to one. This has affected our ability to provide adequate support to our participants.</p>	

C	Proposed Program Risk Considerations and Requirements Summary
<p>This project could be eligible as aid to an impacted nonprofit. The Organization has provided data suggesting that it experienced significant economic harm from the pandemic. The organization's mission also aligns with the general goal of reducing unemployment in impacted populations by supporting disabled adults in finding employment.</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	2.34 Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^
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?	Yes
D.8	Which Populations Presumed Eligible does the proposed program intend to serve?	Impacted
D.9	Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)?	Each Applicant
D.10	Is the proposed project related to an industry other than Tourism, Travel, or Hospitality?	Not Applicable
D.11	Is the proposed project an enumerated use?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	Yes
D.13	What is the estimated number of subrecipients/beneficiaries?	1
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	Not Applicable
D.23	Does the project include required programmatic data	Not Applicable
D.24	Does the application indicate the program is designed to address equitable outcomes?	Yes

E	ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6	
	<p>This project could be eligible as aid to an impacted nonprofit. The Organization has provided data suggesting that it experienced significant economic harm from the pandemic. The organization's mission also aligns with the general goal of reducing unemployment in impacted populations by supporting disabled adults in finding employment.</p> <p>2.34 Aid to Impacted Non-Profits</p> <ul style="list-style-type: none"> •"(C) Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance" (pg. 4450) •"The interim final rule provided for, and the final rule maintains, the ability for recipients to provide direct assistance to nonprofits that experienced public health or negative economic impacts of the pandemic. Specifically, recipients may provide direct assistance to nonprofits if the nonprofit has experienced a public health or negative economic impact as a result of the pandemic. For example, if a nonprofit organization experienced impacts like decreased revenues or increased costs (e.g., through reduced contributions or uncompensated increases in service need), and a recipient provides funds to address that impact, then it is providing direct assistance to the nonprofit" (pg. 4380) •" Both the development of affordable housing (including operating subsidies) and wraparound services such as behavioral health services, employment services, and other supportive services, are eligible responses to the public health crisis or its negative economic impacts." (pg. 4367) 	

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

F.1 Designating a Public Health Impact

n/a

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

F.2 Designating a Negative Economic Impact

n/a

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

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

n/a

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

F.4	Assessment of whether identified industry is eligible n/a
F.4a	<p>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).</p> <p>If an industry does not satisfy the test above or data are unavailable, the recipient may still designate the industry as impacted by demonstrating the following: the recipient can show that the totality of relevant major economic indicators demonstrate that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries at the time of the publication of the final rule, and that the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on available economic data, government research publications, research from academic sources, and other quantitative sources for this determination. If quantitative data is unavailable, the recipient can rely on qualitative data to show that the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries, and the impacts were generally due to the COVID–19 public health emergency. Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies</p>

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	<p>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.</p>
G.2	2. Explanation of why a capital expenditure is appropriate n/a
G.2a	<p>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.</p>

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

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

n/a

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

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

n/a

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

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

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

Community Supportive Work: This program supports individuals who can work in the community on a limited basis, typically a few hours a week. We provide staff to walk with these individuals, helping them find their identity in community work environments. Generations of Support: This program caters to the elderly community, providing opportunities for continued engagement in purposeful activities at their own pace and ability.



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Services For Adults With Disabilities For Fox Valley Sheltered Workshop Non-Profit Organization in Kane County

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: \$95,000
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF in the amount of \$95,000 (Ninety-Five Thousand Dollars) to fund services for adults with disabilities for the Valley Sheltered Workshop Organization, 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.

COUNTY OF KANE

Kane County
Finance Department
 Kathleen Hopkinson
 Executive Director



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

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	ARPA
Date	8/13/2024
Fund	355
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Personnel Services, Commodities
Increase or Decrease	Increase
Amount	\$95,000

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

Valley Sheltered Workshop (VSW) Non-Profit Organization has made a request in the amount of \$95,000 (Ninety-Five Thousand Dollars) of SLFRF to fund services for adults with disabilities for the purpose of responding to the COVID-19 public emergency and its negative economic impact

Submitted by
 Signature of Elected Official or Department Executive Director

Suzanne Fahnestock 8/13/2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	355.800.668234.55010	\$47,500	\$47,500	
Commodities				
Capital				
Other County-Wide	355.800.668.85000	\$47,500		\$47,500

Reviewed by
 Emergency Appropriation has been reviewed by Finance Department

Amy M. ...

Assistant Director of Finance _____
 Date 8.22.24 _____

**GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND VALLEY
SHELTERED WORKSHOP, INC.**

THIS AGREEMENT (“Agreement”), is entered into and made effective the date of its final execution (“Effective Date”) by and between the COUNTY OF KANE (“County”) and VALLEY SHELTERED WORKSHOP, INC. (“VSW”), and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to VSW. The County and VSW 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, non-entitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to COVID-19; and

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

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

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

WHEREAS, in accordance with ARPA (*see* 42 U.S.C §803(c)), the County shall only use SLFRF: (1) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts; (2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the County, or by providing grants to eligible employers that have eligible workers who perform essential work; (3) for the provision of government services to the extent of the reduction in revenue of the County due to the COVID-19 public health emergency relative to revenues collected in the most full fiscal year of the County prior to the emergency; (4) to make necessary investments in water, sewer, or broadband infrastructure; or (5) to provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial hardship for lost wages, or other immediate needs; and

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

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

WHEREAS, this Agreement is intended to distribute a portion of the County's SLFRF award from the County to VSW 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 VSW 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 VSW as grant payments.

A. Compliance with Applicable Requirements: This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), guidance issued by the Treasury Department, and all other applicable Federal laws and regulations.

B. Hold Harmless: VSW shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the VSW's performance or nonperformance of the services or subject matter called for in this Agreement. VSW 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: VSW 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 VSW 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 VSW that such expenses which VSW 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, VSW 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. VSW 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 VSW, including interest, attorney's fees, or any penalty provided by law. VSW shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which VSW is obligated to indemnify, defend and hold harmless the County under this Agreement. VSW 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 VSW's use of the grant payments by the Federal government. If the County determines that VSW has used the grant payments inconsistent with the objectives of VSW's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if VSW has not spent the total amount of grant funds by the end of the period of performance, VSW shall repay the amount identified by the County to: County of Kane.

- D. Misrepresentations & Noncompliance:** VSW hereby asserts, certifies and reaffirms that all representations and other information contained in VSW's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of VSW's knowledge. VSW acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. VSW shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of VSW representation(s) or information untrue or incorrect or otherwise impair VSW's ability to fulfill VSW's obligations under this Agreement.
- E. Workers' Compensation:** VSW shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.
- F. Insurance:** VSW shall carry sufficient insurance coverage to protect any grant funds provided to VSW under this Agreement from loss due to theft, fraud and/or undue physical damage. VSW's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, VSW shall provide a Certificate of Insurance satisfactory to the requirement of the County. If VSW is self-insured, then VSW 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. VSW 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 VSW 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 VSW to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to VSW under this Agreement; or
- Submission by VSW 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: VSW 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 VSW 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:** Where applicable, VSW shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- M. Term:** This Agreement shall be effective on the date of final execution and shall expire on **December 31, 2025**, unless terminated pursuant to this Agreement. Any grant funds that are not expended by VSW 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 VSW with reimbursements for expenses beyond the Budget Period. VSW may submit a request for extension in writing to the County, which must be approved by the Kane County Board prior to the end of the period of performance.
- N. Eligible Expenses:** VSW shall spend funds on allowable costs, as described below. VSW shall spend funds in accordance ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF, and where applicable, with 2 CFR Part 200. For the purposes of this agreement, VSW 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 VSW's program and the eligible uses of grant funds. VSW agrees that the sole and exclusive decision as to whether or not VSW's use of the grant funds is approved lies within the discretion of the County. VSW 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 VSW'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 VSW from any other source. The County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. Where applicable, VSW will submit financial reports to support the payment schedule per the terms in **Exhibit A**. VSW 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:** VSW shall maintain all financial records and supporting documents, and all other records relevant to this Agreement for five (5) years after all SLFRF have been expended or returned to the Treasury Department by the County. VSW agrees to cooperate with the County and will ensure that it maintains such records to allow the County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order.
- Q. Internal Controls:** VSW 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, VSW will provide reasonable assurance that VSW is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.
- R. Specific Conditions:** Where applicable, VSW will comply with any and all specific conditions established by the County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.
- S. Monitoring:** Where circumstances require the County to conduct monitoring consistent with 2 CFR Part 200, VSW shall participate in monitoring activities at the request of the County, which may include but are not limited to, timely submitting all financial and performance reports, and supplying, upon the County's request, documents and information relevant to this Agreement. Where applicable, VSW must monitor its activities to assure compliance with applicable State and Federal requirements and the terms and conditions of the County's SLFRF award, and to assure its performance expectations are being achieved. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by VSW with the Agreement terms.
- T. Reporting Procedures:** Per Exhibit A, VSW agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which VSW has used the grant funds under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to a reimbursement requests. The County may also request that VSW 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 VSW.
- U. FOIA:** VSW 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)). VSW 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. VSW 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

VSW: Valley Sheltered Workshop
Hugo Saltijeral/Executive Director
325 Main Street
Batavia, IL 60510
Phone: (630) 879-2359
Fax: (630) 879-2399
Email: Hugo@vsw-il.org
Website: vsw-il.org

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 VSW 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

VSW certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. VSW 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. VSW 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. VSW will comply with, and is subject to, all requirements for the use of SLFRF and all related guidance issued by the Treasury Department. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

V. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

Unique Identifier: [insert]

CFDA Number: 21.027

Assistance Listing Title: Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: United States Department of Treasury

Federal Award Identification Number (FAIN): SLFRP0243

Federal Award Date to County: May 18, 2021

Award is for Research & Development: No

Period of Performance Start and End Date: Effective Date through December 31, 2025

Budget Period: The timeframe for spending is from March 3, 2021, through December 31, 2025.

Award Amount: Total obligation under this Agreement is \$95,525.00

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 VSW. This Agreement is subject to availability of funds under ARPA. The County has no legal requirement to provide funding to VSW.

VII. SIGNATURE AUTHORITY

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

VSW:
Signed:
Its Duly Authorized Agent
Printed Name:

Title:

Date:

County of Kane

Signed:

Its Duly Authorized Agent

Printed Name:

Title:

Date:

Exhibit A: Program Terms

1. **Program Description:** VSW is located in Kane County and serves adults with disabilities over the age of 22, with no upper age limit as long as they desire to engage in work activities. VSW primarily supports individuals who are unable to work in the broader community due to their need for extra support or challenges in understanding social standards for working with non-disabled individuals.
2. **Purpose of Award:** To provide financial assistance to VSW, a nonprofit organization in Kane County that experienced a negative economic impact due to the COVID-19 pandemic. VSW has provided data to demonstrate that the COVID-19 pandemic significantly impacted its operations, financial security, and staffing levels. The COVID-19 pandemic reduced income from attendance fees and program income, which caused a significant reduction in financial security, resulting in the reduction of support staff from 3 (three) to 1 (one). This affected VSW's ability to provide adequate support to its participants. VSW has indicated that the grant funds will help it recover from the pandemic's effects and continue to serve the community.
3. **Eligible Costs:** VSW is authorized to seek reimbursement from the County for eligible expenses in an amount no to exceed \$95,000 (Ninety Five Thousand Dollars). VSW agrees to seek reimbursement for eligible expenses incurred from March 3, 2021 until **December 31, 2025**. Eligible expenses under this Agreement support new staff and training programs and are as follows:
 - (a) Salaries and Benefits - 2 (two) staff members for 52 (fifty-two) weeks total;
 - (b) Training and Development - 4 (four) partner training sessions per month for 12 (twelve) months and 2 (two) staff development sessions per month for 12 (twelve) months);
 - (c) Support services - 40 (forty) partner training manuals, uniforms for 12 (twelve) volunteers and 3 (three) staffers), and transportation for 12 (twelve) events for 40 (forty) partners.

The County maintains the sole and exclusive decision over whether costs submitted by VSW for reimbursement are eligible under this Agreement.

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

documentation related to this Agreement and VSW's implementation of the Program or use of the grant funds. Financial reports shall describe the expenditures related to this Agreement. VSW'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 that such funds have been used pursuant to the terms of this Agreement.

- c. Closeout reports: VSW to provide County with a presentation or report with respect to the Project. The closeout report shall include an accounting of all costs and expenses incurred through VSW's use of the grant funds 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 County will reimburse up to \$95,000 (Ninety Five Thousand Dollars) of VSW's eligible expenses. VSW may submit multiple reimburse requests to the County if the grant funds are not paid with a single payment. VSW will be required to present appropriate documentation to substantiate its requests for reimbursement of eligible expenses. The County will provide VSW with detailed instructions for the submission of and processing of reimbursement requests.

DRAFT

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 Fox Valley Patriotic Organization’s request for SLFRF for The Flag Day Monument project 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 (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use of SLFRF in the amount of \$300,000 (Three Hundred Thousand Dollars) to fund The Flag Day Monument project for The Fox Valley Patriotic Organization in Kane County, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes The Fox Valley Patriotic Organization use of State and Local Fiscal Recovery Funds in the amount of \$300,000 (Three Hundred Thousand Dollars) to be used for The Flag Day Monument project, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

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

355.800.668222.55010 External Grants	\$300,000
355.800.668.85000 Allowance for Budget Expense	(\$300,000)

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

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

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

Vote:

A Proposed Program Name
 Flag Day Monument

B Proposed Program Summary

The FVPO was created to provide information, education, and insight into the American Flag and to support, create and memorialize contributions to patriotism throughout the greater Fox Valley area. The goal of this monument is to create a sense of pride in both our local and national history as well as educate what we as Americans can achieve when we focus on unity and dedicate ourselves to the hard work of creating a better future. We expect that our monument will have thousands of visitors each year. Those who will be inspired and see that our Nation has never been and is not perfect, but each generation of Americans have built a solid foundation for future generations to continue to grow the ideal of the American dream. Since this is the only monument of its kind in the United States, our plan is to nationally advertise this project and invite local schools to include this monument in their field trip planning. We strongly believe this will become a tourist destination for Kane County. Not only are we building a monument that will be an incredible tourist attraction for Kane County, but we are also building an interactive and educational monument celebrating the 28 official versions of the American Flag. This monument will be constructed in a way that not only shows the different versions of the flag but will also provide education surrounding pivotal moments in our nation’s history. The monument acts as a timeline of our nation told through the one symbol that represents America across the world – our Flag. Every detail on the monument holds some significance- from the helix design rising in height at the same rate as our nation’s population growth, to the sun dial feature that will cast a shadow over a plaque marking the exact day and time of significant events such as the September 11th attacks and John F Kennedy’s assassination. Whether it is the education around each of the historic plaques located along the wall or the Illinois Medal of Honor circle honoring those who sacrificed so much to bring our nation to where it is today, this monument will leave a poignant and lasting impact. This project officially started in 2015 with fundraising beginning in 2016 on the 100th anniversary of Flag Day. Dr. Bernard Cigrand, the founder of Flag Day lived in Batavia when he successfully petitioned President Woodrow Wilson, our 28th President to dedicate June 14th every year as Flag Day. At the start of the project, we projected the total cost of the monument’s construction to be approximately \$750,000. Unfortunately, with the COVID Pandemic, our project was put on hold for almost two years. Additionally, the economy’s continued inflation post pandemic has directly impacted our organization financially resulting in increased construction and labor costs. Our current project costs, including donations of time and materials, are now over double the original budget. Fortunately, Kane County is full of patriotic Americans who believe in this project and have been willing to donate their time and some materials. On Exhibit A, the project financials, you will see approximately \$369,000 in donated materials and time already on this project. Even with these amazing numbers, due to unprecedented inflation, we have a gap of approximately \$400,000. We are humbly requesting a grant from Kane County of \$400,000 to help close the gap on this project. We are confident that with this grant we will be able to raise the matching funds from the community to finish this project and bring this amazing monument of unity to Kane County.

C Proposed Program Risk Considerations and Requirements Summary

Option 1: Monument Completed before the end of the Public Health Emergency
 This could be an allowable use of funds if construction on the Flag Day Monument was completed prior to the end of the pandemic. The Final Rule allows for efforts to beautify public spaces to encourage people to go outside in a socially distanced manner in areas that were disproportionately impacted by the pandemic. The Final Rule specifically references disparities in the use of public spaces between impacted populations during the pandemic. The County would need to demonstrate that this monument served to make a public space more usable during the pandemic and that the area where the monument is located was disproportionately impacted by the pandemic. The County could also argue that this project is a tourism effort, and that the monument would be a substantial tourism draw that could contribute to overall visits to Kane County if the monument existed prior to the pandemic.

Option 2: Monument not completed
 If construction on the Flag Day Monument has not yet been completed, then it would be unlikely to fulfill the requirements of the Final Rule. Access to public spaces was related to spending time outside during the pandemic, and aid to tourism is limited to attractions that existed prior to the pandemic.

The County should consider revenue replacement.

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	2.22 Strong Healthy Communities: Neighborhood Features that Promote Health and Safety^
D.5	Additional SLFRF Expenditure Categories for consideration	2.35 Aid to Tourism, Travel, or Hospitality^
D.6	Comments regarding additional SLFRF Expenditure Categories	N/A
D.7	Are the beneficiaries Populations Presumed Eligible?	No
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?	Not Applicable
D.13	What is the estimated number of subrecipients/beneficiaries?	N/A

D.14	Will the County be using a partner/subrecipient to administer the program?	Not Applicable
D.15	Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds?	Not Applicable
D.16	Estimated ongoing costs beyond ARPA SLFRF eligibility period	N/A
D.17	Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses?	Yes
D.18	Percentage of project estimated to be ARPA SLFRF eligible	100%
D.19	Does the proposed project include capital expenditures	No
D.20	Is the capital expenditure an enumerated use (Select One)	Not Applicable
D.21	Select the appropriate range of expected capital expenditures	Not Applicable
D.22	Is a Written Justification Required	Not Applicable
D.23	Does the project include required programmatic data	Not Applicable
D.24	Does the application indicate the program is designed to address equitable outcomes?	No

E	<p>ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6</p> <p>Option 1: Monument Completed before the end of the Public Health Emergency This could be an allowable use of funds if construction on the Flag Day Monument was completed prior to the end of the pandemic. The Final Rule allows for efforts to beautify public spaces to encourage people to go outside in a socially distanced manner in areas that were disproportionately impacted by the pandemic. The Final Rule specifically references disparities in the use of public spaces between impacted populations during the pandemic. The County would need to demonstrate that this monument served to make a public space more usable during the pandemic and that the area where the monument is located was disproportionately impacted by the pandemic. The County could also argue that this project is a tourism effort, and that the monument would be a substantial tourism draw that could contribute to overall visits to Kane County if the monument existed prior to the pandemic.</p> <p>Option 2: Monument not completed If construction on the Flag Day Monument has not yet been completed, then it would be unlikely to fulfill the requirements of the Final Rule. Access to public spaces was related to spending time outside during the pandemic, and aid to tourism is limited to attractions that existed prior to the pandemic.</p> <p>The County should consider revenue replacement.</p> <p>2.35 Aid to Tourism, Travel, or Hospitality</p> <ul style="list-style-type: none"> • "Aid to tourism, travel, and hospitality, and other impacted industries" that responds to the negative economic impacts of the COVID-19 public health emergency. In designating other impacted industries, Treasury specified that recipients should consider the "extent of the economic impact as compared to tourism, travel, and hospitality" and "whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic." (2022 Final Rule pg. 4381) • "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." (2022 Final Rule pg. 4381) <p>2.22 Neighborhood Features Promoting Health and Safety</p> <ul style="list-style-type: none"> • "The final rule also recognizes that the public health impacts of the pandemic are broader than just the COVID-19 disease itself and include substantial impacts on mental health and public safety challenges like rates of violent crime, which are correlated with a neighborhood's built environment and features. As such, neighborhood features that promote improved health and safety outcomes respond to the preexisting disparities that contributed to COVID-19's disproportionate impacts on low-income communities. The final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights, neighborhood cleanup, and other projects to revitalize public spaces. Recipients seeking to use funds for capital expenditures should refer to the section Capital Expenditures in General Provisions: Other, which describes additional eligibility standards that apply to uses of funds for capital expenditures. " (pg. 4373)
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F	ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No"
F.1	Designating a Public Health Impact
	n/a
F.1a	Guidance: See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class.
F.2	Designating a Negative Economic Impact
F.2a	Guidance: See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact.
F.3	Description of how proposed program addresses/responds to harm and is reasonable
F.3a	Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses.

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

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

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

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

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

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

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

G.2a Guidance: See Final Rule, 87 Fed Reg 4390-4391. Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures. Recipients are not required to demonstrate that the harm or need would be 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 24 is populated with "Yes".**

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

n/a



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund The Flag Monument Project or the Fox Valley Patriotic Organization in Kane County

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: \$300,000
If not budgeted, explain funding source: SLFRF	

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF in the amount of \$300,000 (Three Hundred Thousand Dollars) to fund The Flag Day Monument project for The Fox Valley Patriotic Organization in Kane County, 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.

Unique Identifier: 42786627

GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND FOX VALLEY PATRIOTIC ORGANIZATION

THIS AGREEMENT (“Agreement”), is entered into and made effective the date of its final execution (“Effective Date”) by and between the County of Kane (“County”), and FOX VALLEY PATRIOTIC ORGANIZATION (“FVPO”), and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to FVPO. The County and FVPO shall sometimes be referred to collectively as the “Parties.”

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

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

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

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

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

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

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

WHEREAS, in accordance with ARPA (*see* 42 U.S.C §803(c)), the County shall only use SLFRF: (1) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts; (2) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the County, or by providing grants to eligible employers that have eligible workers who perform essential work; (3) for the provision of government services to the extent of the reduction in revenue of the County due to the COVID-19 public health emergency relative to revenues collected in the most full fiscal year of the County prior to the emergency; (4) to make necessary investments in water, sewer, or broadband infrastructure; or (5) to provide emergency relief from natural disasters or the negative economic impacts of natural disasters, including temporary emergency housing, food assistance, financial hardship for lost wages, or other immediate needs; and

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

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

WHEREAS, this Agreement is intended to distribute a portion of the County's SLFRF award from the County to FVPO 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 FVPO 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 FVPO as grant payments.

A. Compliance with Applicable Requirements: This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), guidance issued by the Treasury Department, and all other applicable Federal laws and regulations.

B. Hold Harmless: FVPO shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the FVPO's performance or nonperformance of the services or subject matter called for in this Agreement. FVPO 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: FVPO 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 FVPO 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 FVPO that such expenses which FVPO 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, FVPO 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. FVPO 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 FVPO, including interest, attorney's fees, or any penalty provided by law. FVPO shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which FVPO is obligated to indemnify, defend and hold harmless the County under this Agreement. FVPO 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 FVPO's use of the grant payments by the Federal government. If the County determines that FVPO has used the grant payments inconsistent with the objectives of FVPO's project, inconsistent with the provisions of ARPA and the Final Rule, or inappropriately, or if FVPO has not spent the total amount of grant funds by the end of the period of performance, FVPO shall repay the amount identified by the County to: County of Kane.

- D. Misrepresentations & Noncompliance:** FVPO hereby asserts, certifies and reaffirms that all representations and other information contained in FVPO's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of FVPO's knowledge. FVPO acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. FVPO shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of FVPO representation(s) or information untrue or incorrect or otherwise impair FVPO's ability to fulfill FVPO's obligations under this Agreement.
- E. Workers' Compensation:** FVPO shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.
- F. Insurance:** FVPO shall carry sufficient insurance coverage to protect any grant funds provided to FVPO under this Agreement from loss due to theft, fraud and/or undue physical damage. FVPO's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, FVPO shall provide a Certificate of Insurance satisfactory to the requirement of the County. If FVPO is self-insured, then FVPO 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. FVPO 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 FVPO 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 FVPO to fulfill in a timely and proper manner its obligations under this Agreement;
- Ineffective or improper use of grant funds provided to FVPO under this Agreement; or
- Submission by FVPO 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: FVPO 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 FVPO 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:** Where applicable, FVPO shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- M. Term:** This Agreement shall be effective on the date of final execution and shall expire on December 31, 2025, unless terminated pursuant to this Agreement. Any grant funds that are not expended by FVPO 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 FVPO with reimbursements for expenses beyond the Budget Period. FVPO may submit a request for extension in writing to the County, which must be approved by the Kane County Board prior to the end of the period of performance.
- N. Eligible Expenses:** FVPO shall spend funds on allowable costs, as described below. FVPO shall spend funds in accordance ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF, and where applicable, with 2 CFR Part 200. For the purposes of this agreement, FVPO 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 FVPO's program and the eligible uses of grant funds. FVPO agrees that the sole and exclusive decision as to whether or not FVPO's use of the grant funds is approved lies within the discretion of the County. FVPO 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 FVPO'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 FVPO from any other source. The County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. Where applicable, FVPO will submit financial reports to support the payment schedule per the terms in **Exhibit A**. FVPO 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:** FVPO shall maintain all financial records and supporting documents, and all other records relevant to this Agreement for five (5) years after all SLFRF have been expended or returned to the Treasury Department by the County. FVPO agrees to cooperate with the County and will ensure that it maintains such records to allow the County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order.
- Q. Internal Controls:** FVPO 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, FVPO will provide reasonable assurance that FVPO is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.
- R. Specific Conditions:** Where applicable, FVPO will comply with any and all specific conditions established by the County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.
- S. Monitoring:** Where circumstances require the County to conduct monitoring consistent with 2 CFR Part 200, FVPO shall participate in monitoring activities at the request of the County, which may include but are not limited to, timely submitting all financial and performance reports, and supplying, upon the County's request, documents and information relevant to this Agreement. Where applicable, FVPO must monitor its activities to assure compliance with applicable State and Federal requirements and the terms and conditions of the County's SLFRF award, and to assure its performance expectations are being achieved. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by FVPO with the Agreement terms.
- T. Reporting Procedures:** Per Exhibit A, FVPO agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which FVPO has used the grant funds under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to a reimbursement requests. The County may also request that FVPO comply with audit requests made by the Treasury Department. Such reporting and requests may include documentation of invoices, submission of payroll logs, and proof of contracts. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoument of awarded funds from FVPO.
- U. FOIA:** FVPO 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)). FVPO 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. FVPO 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

FVPO: Fox Valley Patriotic Organization
140 First Street
Batavia, IL 60510
Telephone number: 630-879-3680
Email address: info@flagdaymonument.com and/or
adempsey@beicre.com

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 FVPO 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

FVPO certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in **Exhibit A**. FVPO 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. FVPO 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. FVPO will comply with, and is subject to, all requirements for the use of SLFRF and all related guidance issued by the Treasury Department. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

V. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

Unique Identifier: [insert]

CFDA Number: 21.027

Assistance Listing Title: Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: United States Department of Treasury

Federal Award Identification Number (FAIN): SLFRP0243

Federal Award Date to County: May 18, 2021

Award is for Research & Development: No

Period of Performance Start and End Date: Effective Date through December 31, 2025

Budget Period: The timeframe for spending is from March 3, 2021, through December 31, 2023.

Award Amount: Total obligation under this Agreement is \$300,000.00

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 FVPO. This Agreement is subject to availability of funds under ARPA. The County has no legal requirement to provide funding to FVPO.

VII. SIGNATURE AUTHORITY

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

FVPO:
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 FVPO initiated the Flag Day Monument project to celebrate Flag Day and also serve as a response to the global pandemic crisis. The FVPO recognized the COVID-19 pandemic's negative impact on the Kane County tourism and economic and worked to create a safe outdoor space for groups to gather and learn.

2. Purpose of Award:

3. Eligible Costs: FVPO is authorized to seek reimbursement from the County for eligible expenses in an amount not to exceed \$300,000 (Three Hundred Thousand Dollars). FVPO agrees to seek reimbursement for eligible expenses incurred from March 3, 2021 until December 31, 2023. Eligible expenses under this Agreement support new staff and training programs and are as follows:

(a) \$50,000 (Fifty Thousand Dollars) that have been incurred by FVPO for statewide and regional marketing initiatives to increase awareness and shape the Flag Day Monument into an outdoor, COVID friendly tourist attraction and destination for Kane County.

(b) \$250,000 (Two Hundred Fifty Thousand Dollars) for construction costs for the Flag Day Monument that were incurred between March 3, 2021 and December 31, 2023.

The County maintains the sole and exclusive decision over whether costs submitted by FVPO for reimbursement are eligible under this Agreement.

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

5. Required Reporting:

a. Programmatic reports: At the County's request, FVPO will submit programmatic reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and FVPO's implementation of the Program or use of the grant funds.

b. Financial reports: At the County's request, FVPO will submit financial reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and FVPO's implementation of the Program or use of the grant funds. Financial reports shall describe the expenditures related to this Agreement. FVPO'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 that such funds have been used pursuant to the terms of this Agreement.

c. Closeout reports: FVPO to provide County with a presentation or report with respect to the Project. The closeout report shall include an accounting of all costs and expenses incurred through FVPO's use of the grant funds 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 County will reimburse up to \$300,000 (Three Hundred Thousand Dollars) of FVPO's eligible expenses. FVPO may submit multiple reimburse requests to the County if the grant funds are not paid with a single payment. FVPO will be required to present appropriate documentation to substantiate its requests for reimbursement of eligible expenses. The County will provide FVPO with detailed instructions for the submission of and processing of reimbursement requests.

COUNTY OF KANE

Kane County
Finance Department
 Kathleen Hopkinson
 Executive Director



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

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	ARPA
Date	8/13/2024
Fund	355
Category (<i>Personnel Services, Contractual Services, Commodities, or Capital</i>)	Contractual
Increase or Decrease	Increase
Amount	\$300,000

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

The Fox Valley Patriotic Organization (FVPO) has made a request in the amount of \$300,000 or more of SLFRF to fund The Flag Monument project for the purpose of responding to the COVID-19 public emergency or its negative economic impacts

Submitted by

Signature of Elected Official or Department Executive Director

Suzanne Fahnestock

5/20/2024

Category	Account	Approved Budget	Debit	Credit
Personnel Services				
Contractual Services	355.800.668222.55010	\$300,000	\$300,000	
Commodities				
Capital				
Other County Wide	355.800.668.85000	\$300,000		(\$300,000)

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Amy K...mes

Assistant Director of Finance _____

Date 8.22.24

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2813

AUTHORIZING AWARDS FOR BEHAVIORAL HEALTH SYSTEM IMPROVEMENT GRANTS AND THE EXECUTION OF BEHAVIORAL HEALTH SYSTEM IMPROVEMENT GRANT’S AGREEMENTS

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

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

WHEREAS, as part of that allocation, the Kane County Health Department and the American Rescue Plan Program established parameters to use \$5,393,575 (Five Million Three Hundred Ninety Three Thousand Five Hundred Seventy Five Dollars) of SLFRF as Behavioral Health System Improvement Grants via competitive notice of funding process (see Exhibit A), to be distributed as reimbursements for eligible expenses, which has been made available to organizations located in Kane County that are fully incorporated and operating by January 1, 2019, deliver services within Kane County, whose proposals for behavioral health system improvement were selected for funding by a competitive process; and

WHEREAS, the \$5,393,575 (Five Million Three Hundred Ninety Three Thousand Five Hundred Seventy Five Dollars) is recommended to be awarded as competitive grants and distributed as reimbursements for eligible expenses between the following organizations in Kane County whose proposals scored highest for behavioral health system improvement in the competitive process: AID (2 projects), Boys and Girls Club, La Federación de Clubes Michoacanos en Illinois/FEDECM I dba Casas Michoacán, Ecker Center, Family Service Association of Greater Elgin, Family Counseling Services, Family Guidance Centers, Family Recovery Centers, Fox Valley Hands of Hope, Mathers Recovery, Mid-Valley Special Ed Co-Op, Mutual Ground, Suicide Prevention Services of America, The Start Program, Tri-City Family Services, VNA, Well Child Center, World Relief, and Youth Outlook (see Exhibit B).

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Kane County Board Chairman to execute separate grant agreements with the organizations receiving awards, as set forth in Exhibit B, to be distributed as reimbursements for eligible expenses incurred by the organizations, with the terms established pursuant to the template grant agreement (not attached) as Exhibit C, and with the final form of each agreement to be reviewed by the State's Attorney's Office.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that County staff will take all necessary steps to ensure that expenses submitted for reimbursement from each organization are reviewed, verified, and are consistent with the terms of the executed grant agreements, and are in accordance with ARPA, the Final Rule, and all related guidance by the United States Department of the Treasury.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that ARP Program staff will ensure that all eligible expenses are processed for payment through the Finance Department and the County Auditor, and will further coordinate with the County Treasurer the payment and delivery of the reimbursements to the respective organizations.

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

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

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

Vote:

**ARPA SLFRF Working Group
Kane County Behavioral Health System Improvement Initiatives
Considerations for Notice of Funding Availability**

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

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

Program Title: Kane County Behavioral Health System Improvement Initiatives (Program)

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

Key Dates: Cost allowability period September 10, 2024 – September 30, 2026; closing date of applications June 21, 2024.

Availability Period: 60 days

Program Description: In recognition of the devastating impact felt by local organizations with a demonstrated track-record of delivering humanitarian aid to Kane County residents, the Kane County Board has allocated a portion of its American Rescue Plan Act Fund for a Program aimed at supporting the behavioral health infrastructure of Kane County. The Program will provide funds to a variety of local organizations to support the overall improvement of the behavioral health system in Kane County. Funding is available to support programmatic expenses, staffing and operational expenses.

This Program has a minimum award of \$20,000 and a maximum award of \$300,000; eligible organizations may apply for the amount of assistance needed to cover eligible costs. All awards under this Program shall be issued as grants and shall be disbursed to grantees on a reimbursement basis. Grantees will be expected to enter into a funding agreement with the county and shall be required to present appropriate documentation in order to substantiate their request(s) for reimbursement. All awarded grant funds must be spent before September 30, 2026. Any organization requesting an extension for grant fund expenditure must submit such request to the American Rescue Plan Committee in writing thirty (30) days prior to September 30, 2026.

Eligibility Criteria: In order to be eligible to apply for assistance under this Program, organizations must meet the following criteria:

Be fully incorporated and operating as a one of the following organizations as of Jan 1, 2019.

- State and Local Government Agencies
- 501(c)3 Non-profit organization
- Tribal Organization
- Community-based organization
- Academic Institution
- Healthcare Provider

- Deliver services from a facility that is physically located within Kane County.
- Provide, as its primary mission, services and/or aid to Kane County residents in the areas of behavioral and mental health.
- Be in good standing with all applicable federal, state, and local standards and requirements.

Evaluation Criteria: The County will evaluate applications on a competitive basis using a formula, subject to funding availability.

Score = (Weight 1 x Criterion 1) + (Weight 2 x Criterion 2) +... (Weight # x Criterion #)

- Score means the overall score of the proposal, which will be used to compare applications
- Weight is the weight assigned to each criterion. The assigned weights reflect the relative importance of the criteria in the evaluation process
- Criterion are the scores assigned to each proposal based on each criterion. These scores will be determined through a scoring rubric specific to each criterion. Each category will receive a score between 1-100.
- The proposals with the highest scores will receive funding. This approach allows for a systematic and transparent evaluation process, ensuring that proposals are assessed based on predefined criteria and priorities.

Criterion 1: Expansion of Behavioral Health Services (Weight: 0.3)

- Treatment services (therapy, medication management, psychiatric)
- Adequate workforce capacity and competency (staffing, training and support, evidence-based interventions, cultural competence)
- Peer support and recovery services
- Community-based programming
- Crisis intervention and emergency services
- Infrastructure
- Increased Access to Care (more Medicaid slots, sliding fee scales, free services, scholarships_

Criterion 2: Integrated Behavioral Health Care Models (Weight: 0.2)

- Primary care, substance use, housing, employment, etc. (social determinants of health)
- Co-location
- Direct screening/assessment to treatment pathways
- Wraparound care

Criterion 3: Prevention and Early Intervention (Weight: 0.25)

- Education (health, psychoeducation, etc.)
- Screening, assessments, referrals
- Pro-social
- Family/community support
- Health habits (exercise, nutrition, sleep, etc.)
- Coping and skill-building

Criterion 4: Enhance Telehealth and Technology Solutions (Weight: 0.25)

- Increase telehealth options
- Organization/infrastructure
- Software (referrals, EHR/EMR, case management, telehealth, etc.)
- Technology to support data collection and evaluation

Scoring Criteria

- **Alignment with Funding Priorities:** The extent to which the proposal addresses the specific funding priorities outlined in the notice of funding opportunity. Proposals that closely align with the identified priorities may receive higher funding amounts.
- **Scope and Impact:** The potential impact of the proposed project on improving behavioral health outcomes and addressing systemic challenges. Proposals with broader scope and greater potential to effect positive change may receive higher funding amounts.
- **Innovation and Creativity:** The degree of innovation and creativity demonstrated in the proposed approach to addressing behavioral health system improvement. Projects that propose novel or unique strategies may receive additional funding to support experimentation and exploration of new ideas.
- **Sustainability:** The likelihood that the proposed project will be sustainable beyond the funding period. Proposals that include plans for long-term sustainability, such as leveraging additional resources or establishing partnerships, may receive higher funding amounts.
- **Capacity Building:** The extent to which the proposed project contributes to building the capacity of organizations, communities, or individuals involved in behavioral health service delivery. Projects that focus on training, education, or infrastructure development may receive additional funding to support capacity-building efforts.
- **Community Engagement and Collaboration:** The level of community engagement and collaboration demonstrated in the proposed project. Proposals that involve meaningful engagement with stakeholders, including individuals with lived experience of behavioral health issues, may receive higher funding amounts.
- **Evaluation and Monitoring:** The strength of the proposed evaluation and monitoring plan to assess project outcomes and measure impact. Proposals with robust evaluation plans that include clear objectives, performance measures, and data collection methods may receive additional funding to support rigorous evaluation efforts.
- **Geographic and Population Diversity:** The extent to which the proposed project addresses the needs of diverse geographic areas and populations. Projects that target underserved or marginalized communities may receive higher funding amounts to support efforts to reduce disparities in access to behavioral health services.

Application Preparation & Submission:

Applications must be submitted using the Redcap portal located at:

<https://redcap.dph.illinois.gov/surveys/?s=7HECREEFK8MMRW3F>

The County will not accept applications submitted by other methods such as email or hard copy.

Budget Submission:

Applicants should provide combined estimates of eligible costs incurred between August 2, 2024, and September 30, 2026.

Maximum available: organizations may apply for up to \$300,000.

Minimum: \$20,000

Eligible expenses:

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

Appeals: If your application is not selected for funding, an appeal may be submitted to the ARPA Committee by August 1, 2024, via KaneARP@co.kane.il.us. The email must be sent by the email registered in the application. Information should include a description of how your organization meets the eligibility requirements, specifically its primary mission, and include any supporting documentation you deem relevant. Awarded amounts are considered final and the County will not consider appeals requests for awarded amounts.

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

Exhibit B

Organization Name	Project	Funding Recommended
AID	Family Services Expansion	\$128,980.00
AID	HER Enhancement	\$276,500.00
Boys & Girls Club	Case Management	\$300,000.00
La Federación de Clubes Michoacanos en Illinois/FEDECFMI dba Casas Michoacán	Services Expansion	\$300,000.00
Ecker	Supportive Employment Program	\$300,000.00
Family Counseling Services	Collaborative Care	\$300,000.00
Family Guidance Centers	Mobile Harm Reduction Outreach	\$300,000.00
Family Recovery Centers	Strengthening Family Wellness: Increasing Access to innovative behavioral health services	\$300,000.00
Family Services Assoc	U-46 School-Based MH Services	\$300,000.00
Fox Valley Hands of Hope	Adult Program Operational Expenses	\$300,000.00
Mathers Recovery	MH Services Expansion	\$277,703.95
Mid-Valley Special Ed Co-op	SEL Support Plan	\$80,000.00
Mutual Ground	High School Prevention for Suspended Students	\$167,030.00
Suicide Prevention Services of America	Expanding Opportunity and Mission of SPSA	\$298,806.00
The START Program	Behavioral Health Services for Victims of Violence	\$298,756.00
Tri-City Family Services	Expansion of Services	\$300,000.00
VNA	Expansion of BH and Opiate Use Disorder Services	\$300,000.00
Well Child Center	Connections: Integration of Maternal Mental Health Support and Services into WIC	\$265,799.00
World Relief	BH System Improvement Initiative	\$300,000.00
Youth Outlook	LGBTQ+ Youth Services Expansion	\$300,000.00
Total		\$5,393,574.95



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No.

Authorizing Awards for Behavioral Health System Improvement Grants and the Execution of Behavioral Health System Improvement Grant Agreements

Committee Flow: American Rescue Plan Committee, Executive Committee, County Board

Contact:

Budget Information:

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

Summary:

This resolution authorizes the award of Behavioral Health System Improvement Grants and the execution of Behavioral Health System Improvement Grant Agreements with ARPA funding allocated for use by the Kane County Health Department in Resolution 23-497.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2823

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS AND AGREEMENT WITH JASCULCA TERMAN STRATEGIC COMMUNICATIONS FOR THE KANE COUNTY HEALTH DEPARTMENT ARPA BEHAVIORAL HEALTH SYSTEM IMPROVEMENT INITIATIVE

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, by Resolution 23-497, the Kane County Board authorized the use of \$9,975,000 in SLFRF to fund the Addressing Behavioral Health Needs of Kane County Residents project (“Project”) for the Kane County Health Department; and

WHEREAS, the Kane County Health Department desires to use a part of the ARPA funds allocated for the Project for a Comprehensive Behavioral Health Communication Campaign; and

WHEREAS, as part of the Project, RFP #24-044-TS was issued to procure a Comprehensive Behavioral Health Communications Campaign, and after that process, the Kane County Health Department recommending awarding a contract to Jascalca Terman Strategic Communications for this procurement; and

WHEREAS, this communications campaign will help the community recover from the negative impacts that COVID-19 had/has on mental health and wellbeing by communicating effectively with the public about positive behavioral health strategies, raising awareness about and linking residents to local services, reducing stigma of seeking support, and promoting healthy habits to help residents overcome challenges and meet their goals; and

WHEREAS, the mental health impact of the pandemic has been well documented. The National Institutes of Health point to a 2021 study which showed almost half of all Americans reported recent symptoms of anxiety or depressive disorder with 10% reporting that their mental health needs were not being met. Rates of anxiety, depression, substance use, overdose, suicidal ideation, community violence and suicide all increased during the pandemic. The growing burden from behavioral health conditions is causing significant strain on American lives and communities. Even before COVID-19, approximately one in four Americans had a mental illness or substance use disorder. Then the traumatic nature of COVID-19 and prolonged social isolation, the ensuing economic constriction, and social and political issues continue to increase the prevalence of behavioral health conditions. Many organizations and public health departments have spent substantial funds to support integrative and innovative approaches to addressing this public health crisis, including positive communication campaigns. One of the most important parts of rebuilding our behavioral health system and improving the behavioral health of our community is a comprehensive communications plan that will raise broad awareness and connect residents with the resources they need; and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$200,000 (Two Hundred Thousand Dollars) as part of the Project to fund the Behavioral Health System Improvement Initiative (Comprehensive Behavioral Health Communications Campaign) for the Kane County Health Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Kane County Board that an award to Jasculca Terman Strategic Communications for a Comprehensive Behavioral Health Communications Campaign is approved (RFP #24-044-TS) and that the Kane County Board Chairperson is authorized to execute a 2 (two) year contract with Jasculca Terman Strategic Communications and other documentation associated with this procurement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board hereby authorizes the Kane County Health Department's use of State and Local Fiscal Recovery Funds, as allocated by Resolution 23-497, for the Behavioral Health System Improvement Initiative (Comprehensive Behavioral Health Communications Campaign), in the amount of \$200,000 (Two Hundred Thousand Dollars), in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the use of State and Local Fiscal Recovery Funds and Agreement with Jasculca Terman Strategic Communications for the Kane County Health Department ARPA Behavioral Health System Improvement Initiative

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

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

Summary:

The American Rescue Plan Committee recommends that the Kane County Board authorize the use of SLFRF in the amount of \$200,000 (Two Hundred Thousand Dollars) as part of the Project to fund the Behavioral Health System Improvement Initiative (Comprehensive Behavioral Health Communications Campaign) for the Kane County Health Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

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

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

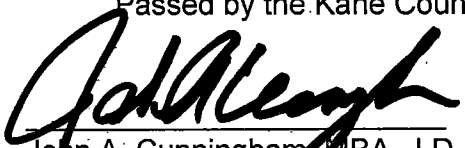
WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$9,975,000 to fund the Addressing Behavioral Health Needs of Kane County Residents for the Kane County Health Department, to be spent during the ARPA period of performance and in accordance with the ARPA,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

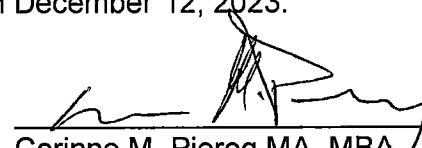
NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Health Department use of State and Local Fiscal Recovery Funds in the amount of \$9,975,000 to be used for Addressing Behavioral Health Needs of Kane County Residents, in accordance with the American Rescue Plan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

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

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

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


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


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

Vote:

PASSED

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

Karin Kietzman, CPPB
Director of Purchasing

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107



REQUEST FOR PROPOSAL

DATE: June 21, 2024

RFP #24-044-TS – Comprehensive Behavioral Health Communications Campaign

The County of Kane Health Department (“County”) is soliciting proposals to develop and execute a targeted communications campaign that aims to increase awareness, reduce stigma, and encourage residents to seek out available services.

This project will be funded by the American Rescue Plan Act. See Appendix A for additional requirements.

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Proposal Language and Specification Inquiries.	Must be submitted in writing to: Purchasing@co.kane.il.us	07/02/24	4:00 p.m.
Proposal Due	Proposals must be submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty	07/11/24	2:30 p.m.

√	SUBMITTAL CHECKLIST
	PROPOSAL RESPONSE FORM COMPLETED, WITH AUTHORIZED SIGNATURE
	ELECTRONIC (PDF) COPY (MUST BE SUBMITTED ELECTRONICALLY AT http://www.bidnetdirect.com/illinois/kanecounty)
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	REFERENCES
	COMPLETED CONTRACTOR DISCLOSURE FORM (UPON AWARD)
	COMPLETED FAMILIAL DISCLOSURE FORM (SIGNED AND NOTARIZED) AND VENDOR CERTIFICATION COMPLETED (UPON AWARD)
	CERTIFICATE OF INSURANCE SAMPLE

PLEASE NOTE: Proposals received after the submittal time will be rejected. There will be no public opening of proposals.

CONTACT PERSON: Tony Sperkowski
purchasing@kanecountyil.gov

DISCLAIMER: TO THE EXTENT THAT YOU HAVE OBTAINED THESE DOCUMENTS FROM A SOURCE OTHER THAN BID NET DIRECT, PLEASE BE ADVISED THAT THESE DOCUMENTS MAY NOT INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO, ADDENDUMS, CLARIFICATIONS, AND DUE DATE EXTENSIONS. FOR ALL UPDATES TO DOCUMENTS, PLEASE VISIT [HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY)

**INSTRUCTIONS TO OFFERORS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - PROPOSAL
TERMS AND CONDITIONS**

A. REQUEST FOR PROPOSALS

A.01 Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Award will be based on the criteria set forth herein.

A.02 Proposal Opening:

Sealed proposals will be received at the Kane County Purchasing Department until the date and time specified, at which time the names of offerors will be read aloud and recorded on an abstract. Contents of the sealed proposals will be opened and evaluated in private with proposal information kept confidential until an award is made. Late proposals shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which proposals are to be delivered; therefore, it cannot be held responsible for any delay, regardless of the reason, in delivery of the proposals.

A.03 Proposal Preparation:

Proposals must be submitted in the format listed in submittal instructions and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the Vendor, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Vendor to a contract. Name of person signing should be typed or printed below the signature.

A.04 Proposal Envelopes:

Envelopes containing proposals must be sealed and addressed to the County of Kane, Purchasing Department. The name and address of the Vendor and Invitation Number must be shown in the upper left corner of the envelope.

A.05 Addenda:

A.05.1 Addenda are written instruments issued by the County prior to the date for receipt of proposals which modify or interpret the RFP by addition, deletion, clarifications, or corrections.

- A.05.2 Prior to the receipt of proposals, addenda will be mailed or delivered to all who are known to have received a complete Request for Proposals.
- A.05.3 After receipt of proposals, addenda shall be distributed only to offerors who submitted proposals, and those offerors shall be permitted to submit new proposals or to amend those submitted.
- A.05.4 Each offeror shall ascertain prior to submitting a proposal that all addenda issued have been received and acknowledge on the proposal response form, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda, and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.
- A.06 Evaluation of Proposals:
The proposals submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the RFP. The Proposals shall be categorized as:
- A.06.1 Acceptable;
- A.06.2 Potentially Acceptable; that is, reasonably susceptible of being made acceptable; or
- A.06.3 Unacceptable.
- A.07 Discussion of Proposals:
- A.07.1 The Evaluation Panel may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity of discussion and revision of proposals. During the course of such discussions, the Evaluation Panel shall not disclose any information derived from one proposal to any other offeror.
- A.07.2 During the initial discussion, the offeror shall be prepared to give an oral presentation covering the following topics:
- (a) The specific services to be provided;
 - (b) Qualifications of the offeror, experience of personnel, etc;
 - (c) The working relationship to be established between the County and the offeror, including, but not limited to, what each party should expect from the other.
 - (d) A review of the costs associated with this project.
- A.08 Negotiations:
The County of Kane reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during

discussions or negotiations will be held by the County of Kane as contractually binding on the successful offeror.

A.09 Notice of Unacceptable Proposal:

When the Evaluation Panel determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal. The decision of the Evaluation Panel shall be final.

A.10 Confidentiality:

The County's Director of Purchasing shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing. All data, documentation and innovations developed as a result of these contractual services shall become the property of the County of Kane. Based upon the public nature of these RFP's, an offeror must inform the County, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

A.10.1 Confidential information submitted by the Vendor shall be labeled and shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act.

A.11 Proprietary Information:

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

A.12 Interpretation or Correction of Documents:

Vendors shall promptly notify the County of any ambiguity, inconsistency or error they may discover upon examination of the specification documents. Interpretations, corrections and changes will be made by addendum.

- A.13 Variances:
State or list by reference any variations to specifications, terms and conditions.

B. TERMS AND CONDITIONS

- B.01 Authority:
This Request for Proposals is issued pursuant to applicable provisions of the Kane County Purchasing Department.

- B.02 Errors in Proposals:
Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

- B.03 Reserved Rights:
The County of Kane reserves the right at any time and for any reason to cancel this Request for Proposals, or to accept an alternate Proposal. The County reserves the right to award one or more contracts for their services specified herein. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the offeror, the County has one hundred twenty (120) days to accept. The county may seek clarification from any offeror at any time and failure to respond promptly is cause for rejection.

Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

State of Illinois Central Management Services (CMS)
Omnia Partners (formerly US Communities & National IPA)
Sourcewell

- B.04 Incurred Costs:
The County of Kane will not be liable in any way for any costs incurred by respondents in replying to this RFP.

- B.05 Award:
Proposals will be evaluated and negotiated by the Evaluation Panel. The Evaluation Panel shall have the authority and discretion to determine the qualifications, responsibility and capabilities of offerors, the reasonableness of price, and other factors (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the

Vendor, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

B.05.1 Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act. The Evaluation Panel's final recommendation and reports shall be forwarded to the appropriate committees of the Kane County Board for consideration and award of the contract.

B.06 Criteria for Selection:

All proposals will be evaluated based on the criteria as stated on the specification.

B.07 Pricing:

The price for the contract is to be held firm for the term of the contract.

B.08 Taxes:

The County of Kane is exempted from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

B.09 Warranty:

Vendor expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Vendor agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

B.10 Indemnity:

Vendor agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents and Employees from any and all liability or loss incurred by the County of Kane resulting from Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

Vendor shall provide to the County of Kane proof of adequate insurance coverage to satisfy the indemnification provisions herein.

B.11 Equal Employment Opportunity:

The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

B.12 Default:

If delivery of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by the Contractor.

B.13 Payments:

B13.1 The payment terms for this contract will be made on a monthly basis by the County of Kane.

B13.2 The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

B.14 Eligibility:

By signing the proposal response form, the Vendor hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Prohibition to Award Contracts to Parties Debarred or Suspended:

No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment:

Debarment is the process of determining that a contractor is ineligible to received contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension:

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

B. 15 Communication during the Procurement Process:

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact through the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquires will be collected by the Purchasing Department staff who will then submit the inquiries to the Department Head responsible for the procurement. Responses by the Department Head to the inquiries will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

B. 16 CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

B.16.1 The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

B.16.2 Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.2.1 Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

B16.3 Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.4 Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

B16.5	Umbrella Liability: Aggregate Limits	\$5,000,000
B16.6	Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract. Limits: Aggregate	 \$1,000,000

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional insured on the General Liability, Auto, and Umbrella/Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

C. CONTRACTOR DISCLOSURE

C.01 Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit.

Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

C.02 All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

C.02.1 Name, address, and percentage of ownership interest of each individual or entity having a legal or beneficial interest of more than

five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;

C.02.2 Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.

C.02.3 Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised.

Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph C.02.1 above.

C.02.4 A statement under oath that the applicant has withheld no disclosures as to economic neither interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

C.03 All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.

C.04 Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

C.05 Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County

Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

D. LAW GOVERNING:

D.01 This contract shall be governed by and construed according to the laws of the State of Illinois.

E. Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

F. Termination for Cause:

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

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

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

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

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

G. Litigation

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

H. Holidays

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday, Spring Holiday, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day.

STATEMENT OF WORK For Behavioral Health Communications Campaign

GENERAL OVERVIEW

The Kane County Health Department (KCHD) is a division of Kane County Government serving the (530,000) residents of Kane County, Illinois, a region located to the west of Chicago. It aims to promote and protect the health of its diverse communities through a variety of services and programs tailored to meet their health needs.

KCHD is soliciting proposals to execute a contract with one (1) qualified and experienced vendor to develop and execute a targeted communications campaign that aims to increase awareness, reduce stigma, and encourage residents to seek out available services.

In December 2023, the Kane County Board allocated nearly \$10 million in federal pandemic recovery funding to KCHD to launch a multi-faceted endeavor to address gaps in the behavioral health (mental health and substance use treatment) system, including coordinating access to treatment and resources to support youth and families. A comprehensive community health assessment and ongoing conversations and surveys with residents and behavioral health providers was undertaken, and the results of this process clearly identified a desire to see KCHD play a significant role in behavioral health services in three areas of focus including workforce development, support for unfunded behavioral health needs, and a unified communications framework.

Comprehensive Behavioral Health Communications Campaign Request for Proposals

Stigma and lack of awareness about mental health needs continue to keep residents from getting assistance in a timely manner. A coordinated communication campaign across multiple platforms will assist in the early identification of mental health or substance use issues and support the implementation of the broader effort described above. This process will both improve resident access and serve as an investment to position KCHD for future funding from state, federal and private funders.

KCHD will consider proposals from established, fiscally responsible, qualified vendors based in Illinois or adjacent states with expertise in public behavioral health communication strategies to ensure the campaign is effective, engaging, and reaches a broad audience with a particular focus on high-risk populations.

Proposals should include:

- A brief history of the company, including the year it was established, milestones and major achievements, highlighting any specific experience with public health or similar campaigns. Images of past public health work

should be provided. Explain how your mission and values align with the goals of the campaign. Detail past projects similar to the RFP in terms of scope, scale, and industry. Consider including testimonials or references from previous clients, particularly those in the public health sector or similar fields, and any industry awards or recognitions that demonstrate excellence and credibility.

- Summarized versions of recent financial statements, audits, or attestation from an accountant or financial institution to demonstrate fiscal health; proof of insurance and bonding; and an example of past experience managing budgets for similar projects that demonstrate the ability to deliver within budget constraints.
- A list of key team members who will be working on the project highlighting their relevant qualifications, experience and roles including any certifications or special training.

Scope of Services

The selected vendor will provide the following services in alignment with the objectives detailed by KCHD:

1. Research and Strategy Development
 - a. Conduct preliminary research to understand the specific behavioral health issues facing Kane County, what help residents are seeking, and how best to make them aware of, and connected to, available resources.
 - b. Develop personas and identify target audience segments.
 - c. Formulate a comprehensive communications strategy that includes message development, media selection, and outreach approaches with special attention to the diverse populations of Kane County.
2. Creative Development
 - a. Determine the quantity, format and placement of creative assets based on campaign goals.
 - b. Design and produce all necessary creative assets, including but not limited to:
 - i. Digital content: videos, infographics, and interactive web content.
 - ii. Print materials: brochures, posters, and mailers.
 - iii. Media production: radio and television public service announcements.
 - c. Ensure all creative content is culturally sensitive, accessible, and scientifically accurate.
3. Campaign Execution
 - a. Following KCHD approval of creative assets, launch and manage the campaign across selected media platforms.
 - b. Coordinate with media outlets and digital platforms for the dissemination of campaign materials.
 - c. Organize community outreach events and partnerships with local organizations to amplify the campaign message.
4. Monitoring and Evaluation

- a. Develop metrics and key performance indicators (KPIs) to assess campaign impact.
 - b. Implement tracking and reporting systems.
 - c. Provide monthly reports on campaign performance that include a plan for continuous quality improvement and making strategic adjustments, as necessary.
5. Compliance and Reporting
- a. Ensure all campaign elements comply with local, state, and federal health communication regulations including Health Insurance Portability and Accountability Act (HIPAA), social media platform regulations, Americans with Disabilities Act (ADA).
 - b. Coordinate with KCHD to ensure alignment with departmental goals and compliance requirements.
 - c. Regularly update KCHD on campaign progress, including challenges and opportunities.

Deliverables

The vendor will submit the following deliverables to KCHD as per the project timeline:

1. Strategic Communication Plan: Complete document detailing research findings, strategy, expected outcomes, and execution plan.
2. Creative Assets: All finalized digital and print materials ready for distribution.
3. Campaign Performance Reports: Monthly and final reports detailing analytics, audience reach, engagement rates, and overall effectiveness.
4. Final Project Report: A comprehensive review of the campaign, including achievements, lessons learned, and recommendations for future initiatives.

Proposed Timeline

Phase 1: Planning and Development - September 2024 - November 2024

- September 2024: Kick-off meeting to discuss objectives, key messages, and initial strategies.
- October 2024: Conduct research to understand community needs and perceptions.
- November 2024: Development of the campaign strategy incorporating insights from the research phase. Approval of the campaign's creative concepts and messaging framework.

Phase 2: Pre-launch Preparations - December 2024 - February 2025

- December 2024: Finalize marketing materials and communication tools.
- January 2025: Test campaign elements with target audience; refine based on feedback.
- February 2025: Launch pre-campaign awareness drive and initiate partnerships with local media and other stakeholders.

Phase 3: Campaign Launch - March 2025 - June 2025

- March 2025: Official launch of the full campaign across various platforms.
- April 2025: First round of monitoring and evaluation; adjust strategies as needed.

- June 2025: Expand outreach activities, include more intensive community engagement events.

Phase 4: Implementation and Management - July 2025 - February 2025

- Monthly: Continuous implementation of campaign strategies, regular updates on digital platforms, and ongoing community events.
- Quarterly: Detailed review meetings to assess campaign impact, discuss metrics, and adapt approaches.

Phase 5: Ongoing Evaluation and Adjustment - March 2026 - December 2026

- March 2026: Mid-term evaluation report prepared and discussed with KCHD; major adjustments implemented.
- Quarterly (April, July, October): Ongoing assessments and minor adjustments based on analytics and feedback.
- September 2026: Prepare final evaluation report that includes performance analysis, impact measurement, and recommendations for future initiatives.
- November 2026: Closing meeting to celebrate successes, discuss the continuation strategy beyond the funding period, and document lessons learned for future campaigns.

Key Milestones

- Campaign Launch: March 2025
- Mid-term Evaluation and Major Adjustments: March 2026
- Final Evaluation and Reporting: September 2026

RFP OFFER FORMAT

- Cover letter
- Table of contents
- Proposal Response Form (signed)
- Statement of Work
- References
- Price Model (Proposal with contract cost)
- Concluding remarks

Cover Letter

This section should contain company information. The name of the contractor, the address of the proposing office(s), and the contact individuals authorized to answer technical questions together with their telephone numbers, email, and mailing addresses. The cover letter must also be signed by a person or persons authorized to bind the vendor.

Table of Contents

The contents shall include an index of the Statement of Work contents and attachments.

Statement of Work

This section shall address but not be limited to the following:

- Proposed Technical Offer – this should completely define all work and services related to the UPS system replacements (i.e. turnkey proposal).
- Project Management – this should define the project management methodology for this project.

References

Indicate the firm’s background in providing these similar services and projects preferably municipalities, or governmental agencies. Provide a list of client references. Include the client’s name, contact persons, and phone numbers.

Pricing

All proposals shall be fixed fee and include complete itemized detail of costs, and charges, to the County. Vendor shall attach the best pricing models or options proposed which are most beneficial and cost-effective to the County. Include separate items and descriptions for any electrical, equipment, or other services needed to complete the project not included in the Specifications Items.

Concluding Remarks

This section shall contain any final remarks or elaboration that the Vendor believes is important to gain a clear understanding of the proposed services and/or the Offeror's capabilities imperative to the County.

CRITERIA FOR EVALUATION AND SELECTION OF QUALIFIED PROFESSIONALS

All proposals submitted in response to the RFP will be evaluated based on the following criteria:

	Criteria	Value
1	Suitability and quality of the proposal in meeting goals and specifications	40%
2	Client references	15%
3	Capability, capacity, and qualifications	15%
4	Cost Proposal	30%

CONTRACT

Contract Term:

The contract will be a (2) two-year term with no options for renewal.

SUBMITTAL INSTRUCTIONS

An original RFP response (with all required documents) shall be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty> and marked, "***RFP 24-044-TS: Comprehensive Behavioral Health Campaign***" and must be received on or before 2:30 p.m. CST on Thursday July 11, 2024.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

LATE PROPOSALS WILL NOT BE ACCEPTED

**PROPOSAL RESPONSE
FORM
RFP 24-044-TS
Comprehensive Behavioral Health Communications Campaign**

RFP Due Date & Time: Thursday, July 11, at 2:30 p.m. CST

Proposals must be submitted electronically to
<https://www.bidnetdirect.com/illinois/kanecounty>

The proposer shall return RFP with all documents, as well as literature, samples, etc. as required within the specifications.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to provide the UPS System with Installation per specification and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of following addendum(s): _____; _____; _____.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

Signature _____

Typed Signature _____

Company _____

Address _____

Phone # _____ **Fax #** _____ **E-mail** _____

Federal I.D./Social Security # _____ **Date** _____

ACCEPTANCE

The Offer is hereby accepted for **Comprehensive Behavioral Health Communications Campaign**.

The Contractor is bound to provide the materials and services listed in the attached agreement and based upon the Request for Proposal, including all terms, conditions, specification and amendments, the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **24-044-TS**. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.

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

Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business | <input type="checkbox"/> N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.

REFERENCES
Comprehensive Behavioral Health Communications Campaign
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for whom you have provided comparable services:

Offeror's Name: _____

1. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
E-Mail Address: _____
2. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
E-Mail Address: _____
3. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
E-Mail Address: _____
4. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
E-Mail Address: _____

CONTRACTOR VERIFICATION

I certify that I am authorized to execute this Contractor Verification on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein, and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

The Contractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Form. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible bidder.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

Subscribed and sworn to
before me this _____ day of
_____, 20__.

Notary Public Signature & Seal

SUBCONTRACTOR VERIFICATION

I certify that I am authorized to execute this Subcontractor Verification on behalf of the Subcontractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340.

The Subcontractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the project owner to withhold payment due for work performed.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

Subscribed and sworn to
before me this _____ day of
_____, 20__.

Notary Public Signature & Seal



CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith 50%
456 Second Street
Geneva, IL 60134

Ms. Sue Jones 50%
456 Second Street
Geneva, IL 60134

Officer Title Date

Subscribed and Sworn this _____ day of _____, 2024

Notary Public



FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Officer
Title

Date

Subscribed and Sworn this _____ day of _____, 2024

Notary Public

NO-BID/RFP/RFQ RESPONSE

24-044-TS

Comprehensive Behavioral Health Campaign

In the event that your organization chooses not to submit a response to this solicitation the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet the specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal response.
- Could not meet Responsible Bidder requirements
- Other (please specify):

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@co.kane.il.us

AMERICAN RESCUE PLAN ACT (ARPA) APPENDIX A

Notice: The contract or purchase order to which this addendum is attached is made using State and Local Fiscal Recovery Funds, provided to the County of Kane by the United States Department of the Treasury (“Treasury Department”) under sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (“ARPA”) Pub. L. No. 117-2 (March 11, 2021). Pursuant to 2 CFR 200.327, the County’s contract must contain the applicable provisions described in 2 CFR Part 200, Appendix II.

The following terms and conditions apply to you, the Contractor or Vendor, as a Contractor of the County of Kane, according to the Award Terms and Conditions signed by the County on May 12, 2021; by ARPA, regulations adopted by the Treasury Department pursuant to ARPA, and written requirements published by the Treasury Department regarding ARPA.

- 1. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.** The Contractor acknowledges that State and Local Fiscal Recovery Funds will be used to fund all or a portion of the contract. The Contractor certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the U.S. Code of Federal Regulations. Additionally, the Contractor certifies that Contractor will comply with requirements set forth in the U.S Department of Treasury State and Local Fiscal Recovery Funds 2023 Interim Final Rule, 2022 Final Rule, and related guidance. These requirements apply unless an exception is noted in the Contractor contract.
- 2. Remedies.** The parties shall comply with the administrative, contractual, or legal remedies in the Contract for when the Contractor violates or breaches the contract terms and shall comply with the applicable sanctions and penalties as appropriate in the Contract.
- 3. Termination for Cause and Convenience.** The parties shall comply with the termination provision set forth in the Contract.
- 4. Rights to Inventions Made Under a Contract or Agreement.** Applicable to contracts for performance of experimental, developmental, or research work shall provide for the rights of the Federal government and the recipient in any resulting invention in accordance with 37 CFR Part 401, and any applicable implementing regulations.
- 5. Clean Air Act and Federal Water Pollution Control Act.** Applicable to contracts in excess of \$150,000.

- a. *Clean Air Act.* The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each

violation to the County of Kane and understands and agrees that the County of Kane will, in turn, report each violation as required to assure notification to the Treasury Department, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Treasury Department.

b. *Federal Water Pollution Control Act.* The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the County of Kane and understands and agrees that the County of Kane will, in turn, report each violation as required to assure notification to the Treasury Department, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Treasury Department.

6. Debarment and Suspension. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935). The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County of Kane. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County of Kane, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment (31 U.S.C. §1352 (as amended)). Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

8. Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a time frame providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. Access to Records. The Contractor agrees to provide the County of Kane, the Treasury Department, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the Federal awarding agency Administrator or any of his or her authorized representatives access to construction or work sites pertaining to the work being completed under the contract. The Contractor agrees to maintain records associated with this Contract for a minimum of five years per the U.S. Department of Treasury requirements for the State and Local Fiscal Recovery Funds.

10. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043 (April 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.

11. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513 (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Audit: Contractor must comply with the 2 CFR 200 Subpart F Audit Requirements. Contractor may be subject to a Single Audit if during your entity's fiscal year, the Contractor expends \$750,000 or more in federal dollars. If Contractor is a publicly-traded company, Contractor is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with your entity's own regulatory requirements.

13. Internal Controls: The Contractor must have internal controls in place sufficient to provide reasonable assurance that the entity can manage the Federal funds in compliance with applicable requirements consistent with 2 CFR 200.303 Internal Controls. Contractor must also have systems in place that provide reasonable assurance that the funds are spent and reported in an accurate, allowable, and compliant manner with Contract terms.

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-24-2824

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS AND A CONTRACT BETWEEN KANE COUNTY AND CHANGING ENVIRONMENTS, INC. DBA SOOFA FOR THE LEASE OF TWELVE (12) SOLAR POWERED SOOFA SIGNS FOR KANE COUNTY DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT’S ARPA FABULOUS FOX! WATER TRAIL PROMOTION PROJECT

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, by Resolution 22-318, the Kane County Board authorized the use of \$1,240,000 in SLFRF to fund the Fabulous Fox! Water Trail Promotion and Infrastructure Project for the Kane County Development and Community Services Department; and

WHEREAS, as part of the Fabulous Fox! Water Trail Promotion and Infrastructure Project, RFP #24-040-KK was issued to procure the lease of solar powered informational signs with installation for the residents in Kane County, and after that, the Kane County Development and Community Services Department desires to award a contract to Changing Environments, In. DBA Soofa; and

WHEREAS, the contract between Kane County and Changing Environments, Inc. DBA Soofa will be for three (3) years ending on 12/31/2027 and costing \$312,000; and

WHEREAS, the first two (2) years (2025 & 2026) of the contract with Changing Environments, Inc. DBA Soofa \$276,000 of the cost of the leasing of twelve (12) solar powered informational signs with installation and maintenance will be paid from the authorized ARPA funding (\$1,240,000) for the Fabulous Fox! Water Trail Promotion and Infrastructure Project for the Kane County Development and Community Services Department; and

WHEREAS, funds are available in Kane County Development and Community Services Department fund 400, and will be earmarked to pay for the third year (2027) of the leased signs in the amount of \$36,000; and

WHEREAS, the Kane County travel and tourism industry was devastated by Covid-19, and the Fabulous Fox! Water Trail benefits Kane County, as its section of the Fox River is in the "sweet spot" for access by regional and international tourists. The Soofa signs will be placed in multiple municipalities and Forest Preserve Districts sites along the Kane County section of the Fox River and will bolster local tourism by improving wayfinding, awareness of local restaurants, shops, events, and cultural sites, bringing tourism dollars to local businesses; and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the contract between Kane County and Changing Environments, Inc. DBA Soofa for the Kane County Development and Community Services Departments in the amount of \$312,000, specifying the authorized ARPA funds for the Fabulous Fox! Water Trail Promotion and Infrastructure Project (\$1,240,000) will pay \$276,000 for the first two (2) years (2025 & 2026) of the contract and Kane County Development and Community Services Department fund 400 will pay \$36,000 for the third year of the contract (2027).

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby directs the Kane County Chairman to execute a contract between Kane County and Changing Environments, Inc. DBA Soofa and authorizes the use of ARPA funds authorized for the Kane County Development and Community Services Department's Fabulous Fox! Water Trail Promotion and Infrastructure Project (\$1,240,00) to pay \$276,000 for the first two years (2025 & 2026) of the contract 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.

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds and a Contract Between Kane County and Changing Environments, Inc. DBA Soofa for the Lease of Twelve (12) Solar Powered Soofa Signs for Kane County Development and Community Services Department's ARPA Fabulous Fox! Water Trail Promotion Project

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

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

Summary:

This resolution is to authorize the use of State and Local Fiscal Recovery Funds and a contract between Kane County and Changing Environments, Inc. DBA Soofa for the lease of twelve (12) solar powered Soofa signs for Kane County Development and Community Services Department's ARPA Fabulous Fox! Water Trail Promotion Project.

COUNTY OF KANE

Corinne M. Pierog MA, MBA
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5931
CPierog@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

For
Corinne Pierog
Chairman, Kane County Board

Solicitation#/Name of Document: Bid 24-040-KK: Solar Powered Informational Signs with Installation

Resolution No.: 24-TBD

Submitted by: Karin Kietzman

Dept. Head Signature & Date: _____
(Subject Matter Sign-off)

Date Submitted: _____

This contract will use County terms and conditions:

Yes - (No need for legal review, forward contract document to the County Board's Office for the Chairman's signature)

No - (forward the document to the State Atty's Office for legal review of contract terms and exceptions then the County Board's Office for the Chairman's signature)

Legal Review of Contract Terms (Atty. Sign-off): _____

Approved by: _____
(Legality) (Print Name)

(Signature)

(Date)

Comments: This Project is for Solar Powered Informational Signs with Installation for a three-year period. The Kane County Development Department recommends award. RFP 24-040-KK is awarded to Changing Environments Inc. DBA Soofa, of Cambridge, Massachusetts. ARPA Funded

The Kane County Board authorized the Chairman to execute this Offer to Contract, per Resolution 24-XXX.

Attached is the solicitation documentation.

Chairman signed: Yes _____ No _____ Date _____

Document returned to: _____
(Name/Department)

BID TABULATION FORM

RFP24-040-KK

TITLE: Solar Powered Informational Signs with Installation

NAME AND ADDRESS OF BIDDERS	Insurance Sample	SIGN PROP
Soofa	X	X

Karin Kietzman
Tony Sperkowski

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



June 3, 2024

PROCUREMENT SYNOPSIS

Requesting Department: Development Department
Procurement Name: RFP 24-040-KK Solar Powered Informational Signs
with Installation
Recommended Vendor: Changing Environments, Inc. DBA Soofa

NOTIFICATION AND RESPONSE

Public Notices: Kane County Web Site and The Daily Herald

Advertising Date:	May 22, 2024	Notices sent/Plan Holders: 91/24
Proposal Due Date:	June 3, 2024	Proposals Received: 1

PURPOSE

This contract will provide Solar Powered Informational Signs with Installation for the residents.

Staff reviewed the submitted proposal received. They determined that Changine Environments, Inc. DBA Soofa, Inc. meets the recommended requirements for the Solar Powered Signs with installation services.

Based on a thorough evaluation process by the Kane County Development Department staff members and the Request for Proposal (RFP) documents and specifications, it is recommended, that the award of this contract should be made to Changing Environments, Inc. DBA Soofa. of Cambridge, MA.

As stated in the solicitation document, the term of this agreement is (3) three years, with (2) one-year optional renewal periods if mutually agreed upon.

Staff recommends approval of this contract pending approval by the Committees and County Board.

Submitted By:
Karin Kietzman
Karin Kietzman, CPPB
Director of Purchasing

**County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER**

Karin Kietzman, CPPB
Director of Purchasing

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107



REQUEST FOR PROPOSAL

DATE: May 22, 2024

RFP #24-040-KK – Solar-Powered Informational Signs with Installation

The County of Kane (“County”) is soliciting proposals for Solar Powered Informational Signs with installation.

This project will be funded by the American Rescue Plan Act. See Appendix A for additional requirements.

EVENT:	LOCATION:	DATE:	TIME:
Deadline for Exceptions to Proposal Language and Specification Inquiries.	Must be submitted in writing to: Purchasing@co.kane.il.us	05/28/24	4:00 p.m.
Proposal Due	Proposals may be submitted electronically to https://www.bidnetdirect.com/illinois/kanecounty	06/03/24	2:30 p.m.

√	SUBMITTAL CHECKLIST
	PROPOSAL RESPONSE FORM COMPLETED, WITH AUTHORIZED SIGNATURE
	ELECTRONIC (PDF) COPY (MUST BE SUBMITTED ELECTRONICALLY AT http://www.bidnetdirect.com/illinois/kanecounty)
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	REFERENCES
	COMPLETED CONTRACTOR DISCLOSURE FORM (UPON AWARD)
	COMPLETED FAMILIAL DISCLOSURE FORM (SIGNED AND NOTARIZED) AND VENDOR CERTIFICATION COMPLETED (UPON AWARD)
	CERTIFICATE OF INSURANCE SAMPLE

PLEASE NOTE: Proposals received after the submittal time will be rejected. There will be no public opening of proposals.

CONTACT PERSON: Karin Kietzman, CPPB
purchasing@kanecountyil.gov

DISCLAIMER: TO THE EXTENT THAT YOU HAVE OBTAINED THESE DOCUMENTS FROM A SOURCE OTHER THAN BID NET DIRECT, PLEASE BE ADVISED THAT THESE DOCUMENTS MAY NOT INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO, ADDENDUMS, CLARIFICATIONS, AND DUE DATE EXTENSIONS. FOR ALL UPDATES TO DOCUMENTS, PLEASE VISIT [HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

**INSTRUCTIONS TO OFFERORS
COUNTY OF KANE
COMPETITIVE SELECTION PROCEDURE - PROPOSAL
TERMS AND CONDITIONS**

A. REQUEST FOR PROPOSALS

A.01 Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Award will be based on the criteria set forth herein.

A.02 Proposal Opening:

Sealed proposals will be received at the Kane County Purchasing Department until the date and time specified, at which time the names of offerors will be read aloud and recorded on an abstract. Contents of the sealed proposals will be opened and evaluated in private with proposal information kept confidential until an award is made. Late proposals shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which proposals are to be delivered; therefore, it cannot be held responsible for any delay, regardless of the reason, in delivery of the proposals.

A.03 Proposal Preparation:

Proposals must be submitted in the format listed in submittal instructions and all information and certifications called for must be furnished. Proposals submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Proposals may be modified or withdrawn prior to the time specified for the opening of proposals. Proposals shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the proposal. The proposal shall include the legal name of the Vendor, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the Vendor to a contract. Name of person signing should be typed or printed below the signature.

A.04 Proposal Envelopes:

Envelopes containing proposals must be sealed and addressed to the County of Kane, Purchasing Department. The name and address of the Vendor and Invitation Number must be shown in the upper left corner of the envelope.

A.05 Addenda:

A.05.1 Addenda are written instruments issued by the County prior to the date for receipt of proposals which modify or interpret the RFP by addition, deletion, clarifications, or corrections.

- A.05.2 Prior to the receipt of proposals, addenda will be mailed or delivered to all who are known to have received a complete Request for Proposals.
- A.05.3 After receipt of proposals, addenda shall be distributed only to offerors who submitted proposals, and those offerors shall be permitted to submit new proposals or to amend those submitted.
- A.05.4 Each offeror shall ascertain prior to submitting a proposal that all addenda issued have been received and acknowledge on the proposal response form, by submission of a proposal, such act shall be taken to mean that such offeror has received all addenda, and that the offeror is familiar with the terms thereof and understands fully the contents of the addenda.
- A.06 Evaluation of Proposals:
The proposals submitted by offerors shall be evaluated solely in accordance with the criteria set forth in the RFP. The Proposals shall be categorized as:
- A.06.1 Acceptable;
- A.06.2 Potentially Acceptable; that is, reasonably susceptible of being made acceptable; or
- A.06.3 Unacceptable.
- A.07 Discussion of Proposals:
- A.07.1 The Evaluation Panel may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity of discussion and revision of proposals. During the course of such discussions, the Evaluation Panel shall not disclose any information derived from one proposal to any other offeror.
- A.07.2 During the initial discussion, the offeror shall be prepared to give an oral presentation covering the following topics:
- (a) The specific services to be provided;
 - (b) Qualifications of the offeror, experience of personnel, etc;
 - (c) The working relationship to be established between the County and the offeror, including, but not limited to, what each party should expect from the other.
 - (d) A review of the costs associated with this project.
- A.08 Negotiations:
The County of Kane reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the entire proposal be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the offeror during

discussions or negotiations will be held by the County of Kane as contractually binding on the successful offeror.

A.09 Notice of Unacceptable Proposal:

When the Evaluation Panel determines an offeror's proposal to be unacceptable, such offeror shall not be afforded an additional opportunity to supplement its proposal. The decision of the Evaluation Panel shall be final.

A.10 Confidentiality:

The County's Director of Purchasing shall examine the proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing. All data, documentation and innovations developed as a result of these contractual services shall become the property of the County of Kane. Based upon the public nature of these RFP's, an offeror must inform the County, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

A.10.1 Confidential information submitted by the Vendor shall be labeled and shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act.

A.11 Proprietary Information:

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception.

A.12 Interpretation or Correction of Documents:

Vendors shall promptly notify the County of any ambiguity, inconsistency or error they may discover upon examination of the specification documents. Interpretations, corrections and changes will be made by addendum.

- A.13 Variances:
State or list by reference any variations to specifications, terms and conditions.

B. TERMS AND CONDITIONS

- B.01 Authority:
This Request for Proposals is issued pursuant to applicable provisions of the Kane County Purchasing Department.

- B.02 Errors in Proposals:
Offerors are cautioned to verify their proposals prior to submission. Negligence on the part of the offeror in preparing the proposal confers no right for withdrawal or modification of the proposal.

- B.03 Reserved Rights:
The County of Kane reserves the right at any time and for any reason to cancel this Request for Proposals, or to accept an alternate Proposal. The County reserves the right to award one or more contracts for their services specified herein. The County reserves the right to waive any immaterial defect in any proposal. Unless otherwise specified by the offeror, the County has one hundred twenty (120) days to accept. The county may seek clarification from any offeror at any time and failure to respond promptly is cause for rejection.

Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

State of Illinois Central Management Services (CMS)
Omnia Partners (formerly US Communities & National IPA)
Sourcewell

- B.04 Incurred Costs:
The County of Kane will not be liable in any way for any costs incurred by respondents in replying to this RFP.

- B.05 Award:
Proposals will be evaluated and negotiated by the Evaluation Panel. The Evaluation Panel shall have the authority and discretion to determine the qualifications, responsibility and capabilities of offerors, the reasonableness of price, and other factors (where applicable): (a) adherence to all conditions and requirements of the proposal specifications; (b) price; (c) qualifications of the

Vendor, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

B.05.1 Confidential information submitted shall be maintained in confidence to the extent permitted by the Illinois Open Meetings Act, and the Illinois Freedom of Information Act. The Evaluation Panel's final recommendation and reports shall be forwarded to the appropriate committees of the Kane County Board for consideration and award of the contract.

B.06 Criteria for Selection:

All proposals will be evaluated based on the criteria as stated on the specification.

B.07 Pricing:

The price for the contract is to be held firm for the term of the contract.

B.08 Taxes:

The County of Kane is exempted from paying Illinois Retailers Occupation Tax and Federal Excise Tax.

B.09 Warranty:

Vendor expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Vendor agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

B.10 Indemnity:

Vendor agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents and Employees from any and all liability or loss incurred by the County of Kane resulting from Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

Vendor shall provide to the County of Kane proof of adequate insurance coverage to satisfy the indemnification provisions herein.

B.11 Equal Employment Opportunity:

The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

B.12 Default:

If delivery of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by the Contractor.

B.13 Payments:

B13.1 The payment terms for this contract will be made on a monthly basis by the County of Kane.

B13.2 The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

B.14 Eligibility:

By signing the proposal response form, the Vendor hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

Prohibition to Award Contracts to Parties Debarred or Suspended:

No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment:

Debarment is the process of determining that a contractor is ineligible to received contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension:

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12-month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U. S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

B. 15 Communication during the Procurement Process:

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact through the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all requests for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquires will be collected by the Purchasing Department staff who will then submit the inquiries to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

B. 16 CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

B.16.1 The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

B.16.2 Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.2.1 Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

B16.3 Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

B16.4 Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

B16.5	Umbrella Liability: Aggregate Limits	\$5,000,000
B16.6	Professional Liability policy to cover all claims arising out of the Consultant's operations or premises, Sub-consultant's operation or premises, anyone directly employed by the Consultant or Sub-consultant, and the Consultant's obligation of indemnification under this Contract. Limits: Aggregate	\$1,000,000

Vendor to furnish a copy of the Endorsement showing Kane County, as an additional insured on the General Liability, Auto, and Umbrella/Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

C. CONTRACTOR DISCLOSURE

C.01 Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit.

Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.

C.02 All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:

- C.02.1 Name, address, and percentage of ownership interest of each individual or entity having a legal or beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
- C.02.2 Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
- C.02.3 Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised.
- Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph C.02.1 above.
- C.02.4 A statement under oath that the applicant has withheld no disclosures as to economic neither interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C.03 All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- C.04 Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- C.05 Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action

in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

D. LAW GOVERNING:

D.01 This contract shall be governed by and construed according to the laws of the State of Illinois.

E. Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

F. Termination for Cause:

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

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

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

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

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

G. Litigation

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

H. Holidays

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday, Spring Holiday, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day.

STATEMENT OF WORK

For

Solar Powered Informational Signs with Installation for Fabulous Fox National Water Trail

Solar Signs for Fabulous Fox National Water Trail

Introduction

The designation of the Fabulous Fox! Water Trail by the National Park Service a year ago brought with it the benefits of attracting tourism and boosting economic development for communities along the Fox River. Kane County is keenly aware of this opportunity and developed a Marketing and Communication Plan.

The Fabulous Fox National Water Trail is looking for an innovative way to market communities while encouraging tourists and locals to enjoy through the installation of community inclusive signage. The signs should have real-time messaging, have customizable wayfinding and be completely solar-powered with no need for electricity.

Scope of Work

The County of Kane is seeking to obtain approximately 12 solar-powered informational signs to connect people with the Fabulous Fox Water Trail. Signs should be wirelessly connected via a cellular network. The signs will be installed near the Fox River and should require minimal space on concrete. The sign should be a digital display and should use a web-based content management system. Information should be displayed on the sign with at least four screens where content can be easily changed through a web-connection. The signs will be leased for a contracted number of years. Lease will include sign installation, maintenance and software system management and any upgrades. Length of lease will be between 3 to 5 years depending on cost. Once the original lease expires, individuals with signs installed on their property should be given the option of renewing their lease with the vendor. The vendor will be required to work with entities that receive a sign to determine sign location and if permits will be required.

Specifications

The signs must be solar-powered with no need for electricity. Signs should be between 6 to 8 feet tall, 30 to 36 inches wide, and 22 to 36 inches deep. The sign should be secured to the ground but also be able to be moved to a new location if a location is determined to be ineffective. The screen should be able to display at least 4 separate screen items at a time and should be able to change content readily. Preference will be given to a sign that can be customized to use Fabulous Fox Water Trail graphics.

- Cover letter

RFP OFFER FORMAT

- Proposal Response Form (signed)
- Statement of Work

- References
- Price Model (Proposal with contract cost)
- Concluding remarks

Cover Letter

This section should contain company information. The name of the contractor, the address of the proposing office(s), and the contact individuals authorized to answer technical questions together with their telephone numbers, email, and mailing addresses. The cover letter must also be signed by a person or persons authorized to bind the vendor.

Table of Contents

The contents shall include an index of the Statement of Work contents and attachments.

Statement of Work

This section shall address but not be limited to the following:

- Proposed Technical Offer – this should completely define all work and services related to the Solar signs.
- Project Management – this should define the project management methodology for this project.

References

Indicate the firm’s background in providing these similar services and projects preferably municipalities, or governmental agencies. Provide a list of client references. Include the client’s name, contact persons, and phone numbers on the included reference sheet.

Pricing

All proposals shall be fixed fee and include complete itemized detail of costs, and charges, to the County. The vendor shall attach the best pricing models or options proposed that are most beneficial and cost-effective to the County. Include separate items and descriptions for any equipment, or other services needed to complete the project not included in the Specifications Items.

Concluding Remarks

This section shall contain any final remarks or elaboration that the Vendor believes is important to gain a clear understanding of the proposed services and/or the Offeror’s capabilities imperative to the County.

CRITERIA FOR EVALUATION AND SELECTION OF QUALIFIED PROFESSIONALS

All proposals submitted in response to the RFP will be evaluated based on the following criteria:

Evaluation Criteria	Value
Suitability and Quality of the proposal in meeting goals and specifications	40%

Client References	30%
Capability, Capacity and Qualifications	15%
Cost Proposal	15%

CONTRACT

Contract Terms:

In addition to the manufacturer warranty for the solar signs, provide service plan pricing options for three (3) years in total and options for years four (4) and five (5). The service plan would provide 24x7 onsite corrective maintenance (full service to include parts and labor). Provide service plan pricing options for 4-hour and 8-hour response time. The service plan should also provide 24x7 sign preventative maintenance for three (3) years. Provide a full description of the proposed service and maintenance plans that includes all services, terms and conditions, exclusions, and cancellation information. This contract is contingent on the appropriation of sufficient funds; Kane County reserves the right to renegotiate the statement of work to meet its budgetary demands.

SUBMITTAL INSTRUCTIONS

An original RFP response (with all required documents) shall be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty> and marked, "RFP 24-040-KK: Solar Powered Signs with Installation" and must be received on or before 2:30 p.m. CST on June 3, 2024.

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY

LATE PROPOSALS WILL NOT BE ACCEPTED

**PROPOSAL RESPONSE
FORM
RFP 24-040-KK
Solar Powered Informational Signs with Installation**

RFP Due Date & Time: June 3, 2024 at 2:30 p.m. CST

Proposals may be submitted electronically to
<https://www.bidnetdirect.com/illinois/kanecounty>

The proposer shall return RFP with all documents, as well as literature, samples, etc. as required within the specifications.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to provide the UPS System with Installation per specification and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of following addendum(s): _____; _____; _____.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

Signature _____

Typed Signature _____

Company _____

Address _____

Phone # _____ **Fax #** _____ **E-mail** _____

Federal I.D./Social Security # _____ **Date** _____

ACCEPTANCE

The Offer is hereby accepted for Solar Powered Informational Signs with Installation.

The Contractor is bound to provide the materials and services listed in the attached agreement and based upon the Request for Proposal, including all terms, conditions, specification and amendments, the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 24-040-KK. The Contractor has been cautioned not to commence any billable work or to provide any materials or services until this Contractor receives a purchase order and or notice to proceed.

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

Date

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- | | |
|---|---|
| <input type="checkbox"/> Minority-owned Business (MBE) | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE) |
| <input type="checkbox"/> Woman-owned Business (WBE) | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE) |
| <input type="checkbox"/> Business Enterprise Program (BEP) | <input type="checkbox"/> Veteran-owned Small Business (VOSB) |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDDBE) |
| <input type="checkbox"/> Kane County Local Business | <input type="checkbox"/> N/A – These categories do not apply to my business |

Please Note: It is required that you check at least one box.

REFERENCES
Solar Powered Informational Signs with Installation
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for whom you have provided comparable services:

Offeror's Name: _____

1. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
E-Mail Address: _____
2. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
E-Mail Address: _____
3. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
E-Mail Address: _____
4. Organization: _____
Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Contact Person: _____
Date of Project: _____
E-Mail Address: _____



FAMILIAL RELATIONSHIP DISCLOSURE

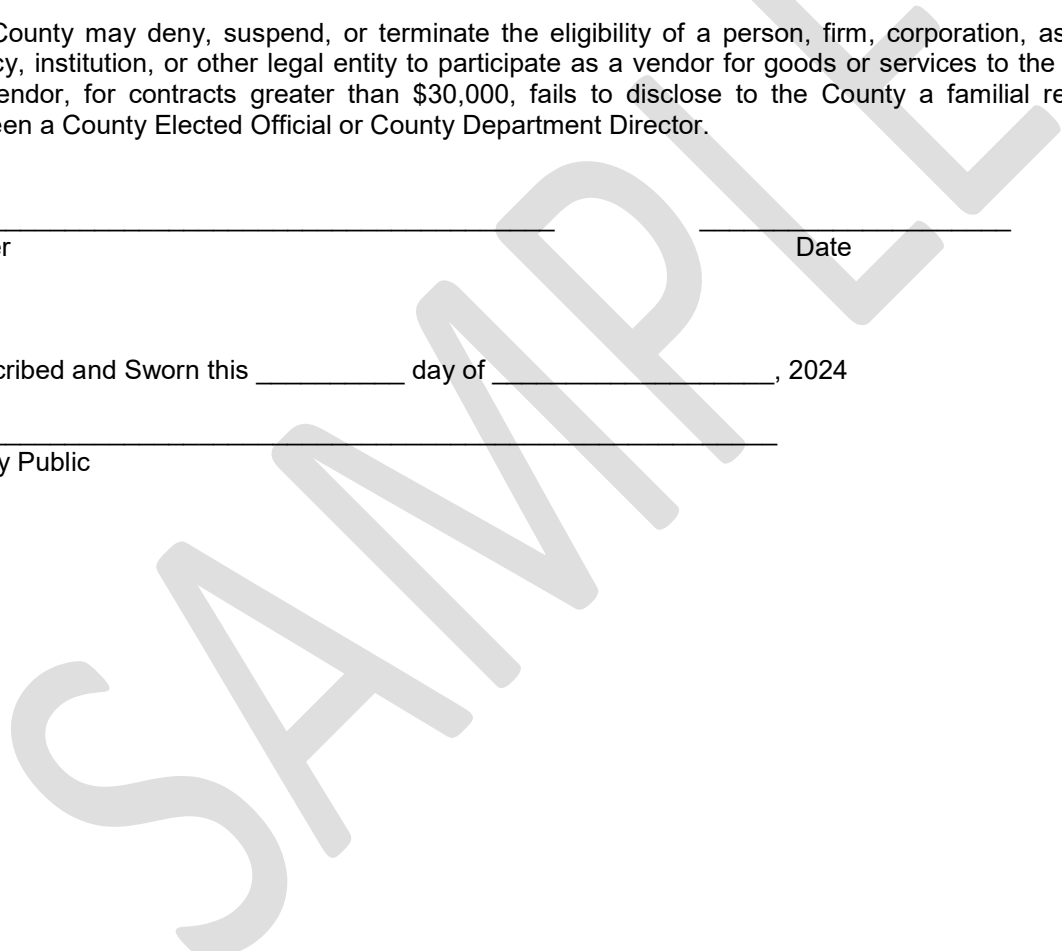
As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Officer Title Date

Subscribed and Sworn this _____ day of _____, 2024

Notary Public



NO-BID/RFP/RFQ RESPONSE

24-040-KK

Solar Powered Informational Signs with Installation

In the event that your organization chooses not to submit a response to this solicitation the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- Could not meet the specifications.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to our organization.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal response.
- Could not meet Responsible Bidder requirements
- Other (please specify):

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@co.kane.il.us

AMERICAN RESCUE PLAN ACT (ARPA) ADDENDUM

Notice: The contract or purchase order to which this addendum is attached is made using State and Local Fiscal Recovery Funds, provided to the County of Kane by the United States Department of the Treasury (“Treasury Department”) under sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (“ARPA”) Pub. L. No. 117-2 (March 11, 2021). Pursuant to 2 CFR 200.327, the County’s contract must contain the applicable provisions described in 2 CFR Part 200, Appendix II.

The following terms and conditions apply to the Contractor or Vendor, as a contractor of the County of Kane, according to the Award Terms and Conditions signed by the County on May 12, 2021; by ARPA, regulations adopted by the Treasury Department pursuant to ARPA, and written guidance published by the Treasury Department regarding ARPA.

1. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding. The Contractor acknowledges that State and Local Fiscal Recovery Funds will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, Treasury Department policies, procedures, and directives.

2. Remedies. The parties shall comply with the administrative, contractual, or legal remedies in the Contract for when the Contractor violates or breaches the contract terms and shall comply with the applicable sanctions and penalties as appropriate in the Contract.

3. Termination for Cause and Convenience. The parties shall comply with the termination provision set forth in the Contract.

4. Equal Opportunity. Applicable where the Contract meets the definition of “federally assisted construction contract” in 41 CFR 60-1.3. During the performance of such Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding 41 CFR 60-1.4(b)(1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering

agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

5. Compliance with the Davis-Bacon Act. Applicable for all prime construction contracts in excess of \$2,000:

- a. All transactions regarding prime construction contracts in excess of \$2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144 and 3146-4148 and the requirements of 29 CFR Part 5, as applicable.
- b. In accordance with the Davis-Bacon Act, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. In accordance with the Davis-Bacon Act, Contractors are required to pay wages not less than once a week.

5. Compliance with the Copeland “Anti-Kickback” Act. Applicable to all prime construction contracts in excess of \$2,000:

- a. Contractor. The Contractor shall comply with 18 U.S.C. 874, 40 U.S.C. 3145, and the requirements of 29 CFR Part 3, as may be applicable, which are incorporated by reference into this Contract.
- b. Subcontractor. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Treasury Department may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

6. Contract Work Hours and Safety Standards Act. Applicable for contracts of \$100,000 that involve the employment of mechanics or laborers:

- a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of

laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1), the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1) in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The County of Kane shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR 5.5(b)(2).

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth 29 CFR 5.5(b)(1) through (4).

7. Rights to Inventions Made Under a Contract or Agreement. Applicable for contracts or agreements for the performance of experimental, developmental, or research work. Such contracts shall provide for the rights of the Federal government and the recipient in any resulting invention in accordance with 37 CFR Part 401, and any applicable implementing regulations.

8. Clean Air Act and Federal Water Pollution Control Act. Applicable to contracts in excess of \$150,000:

a. *Clean Air Act.* The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the County of Kane and understands and agrees that the County of Kane will, in turn, report each violation as required to assure notification to the Treasury Department, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Treasury Department.

b. *Federal Water Pollution Control Act.* The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the County of Kane and understands and agrees that the County of Kane will, in turn, report each violation as required to assure notification to the Treasury Department, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Treasury Department.

9. Debarment and Suspension. Applicable for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services:

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935). The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County of Kane. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the County of Kane, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Byrd Anti-Lobbying Amendment (31 U.S.C. §1352 (as amended)). Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

11. Procurement of Recovered Materials. Applicable to all contracts awarded with a purchase price greater than \$10,000:

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- a. Competitively within a time frame providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Domestic Preferences for Procurement. The Contractor agrees to comply with 2 CFR 200.322.

13. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contractor agrees to comply with Public Law 115-232, section 889, and 2 CFR 200.216.

14. Access to Records. The Contractor agrees to provide the County of Kane, the Treasury Department, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the Federal awarding agency Administrator or any of his or her authorized representatives access to construction or work sites pertaining to the work being completed under the contract.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043 (April 18, 1997), contractor is encouraged to adopt an enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513 (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.



Kane County, IL

RFP #24-040-KK – Solar-Powered Informational Signs with Installation

Changing Environments Inc. D/B/A Soofa
1299 Cambridge St. Cambridge, MA 02139
Daniel West Cohen, Director of City Growth

A handwritten signature in black ink that reads "Daniel West Cohen".

danwc@soofadigital.com

+1 (215) 378-0626

**PROPOSAL RESPONSE
FORM
RFP 24-040-KK
Solar Powered Informational Signs with Installation**

RFP Due Date & Time: June 3, 2024 at 2:30 p.m. CST

Proposals may be submitted electronically to
<https://www.bidnetdirect.com/illinois/kanecounty>

The proposer shall return RFP with all documents, as well as literature, samples, etc. as required within the specifications.

The undersigned proposer, having examined the specifications and any other related documents, hereby agrees to provide the UPS System with Installation per specification and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

RECEIPT OF ADDENDA: The undersigned hereby acknowledges receipt of following addendum(s): 1; _____; _____.

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this RFP will be based upon the funding available to Kane County. The terms of the RFP and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the RFP and the response, the terms of the RFP and the response shall govern. Every element or item of the RFP and the response shall be deemed a material and severable item or element of the contract. **THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE RFP.**

Signature 

Typed Signature Daniel West Cohen

Company Changing Environments Inc. D/B/A/ Soofa

Address 1299 Cambridge St. Cambridge, MA 02139

Phone # 215-378-0626 Fax # _____ E-mail danwc@soofadigital.com

Federal I.D./Social Security # 46-5550627 Date 5/30/2024

Dear Kane County,

On behalf of Soofa, we are pleased to provide you with our RFP proposal for the RFP #24-040-KK – Solar-Powered Informational Signs with Installation.

Over the course of our 10-year history, Soofa has consistently pioneered the implementation of expansive solar-powered digital signage networks throughout municipalities in the United States. A standout achievement lies in our development and launching of the most sustainable information kiosk on the market. Moreover, we proudly operate our digital displays in 51 cities and 21 states across the country - bringing vital community information to large cities and small towns alike in a cutting-edge, user-friendly platform that supports the environment and ensures local governments can better communicate with pedestrians.

At the core of our operations, Soofa excels in transforming public and private spaces with smart city innovation. We enhance these locations with extraordinary communication opportunities, immersive digital interaction, and captivating signage hardware.

Our signage repertoire encompasses an array of innovative features such as local updates, digital wayfinding, emergency alerts, social media engagement, events calendars, air quality monitoring, transit information, and more. These elements converge to create an unparalleled menu of engaging signage experiences that leave a lasting impression on pedestrians.

Due to our steadfast commitment to specializing in customer success, Soofa's team is composed of dedicated specialists who devote their expertise, time, and energy to your assets. Kane County and Fabulous Fox National Water Trail, being truly unique areas in Illinois, stand to gain tremendous advantages from our seasoned team of professionals. Our unwavering focus lies in maximizing your communication potential for residents and visitors alike and ensuring a substantial return on your investment.

We believe our success across the country, combined with our strong relationships with municipalities, private landowners, and transit agencies, and clients, make us the ideal partner for Kane County.





Kane County, IL RFP #24-040-KK
Solar-Powered Informational Signs with Installation



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- III. Statement of Work
- IV. Qualifications and Experience
- V. Previous Experience of Similar Scope of Work
- VI. Client References
- VII. Start-Up and Transition Plan
- VIII. Pricing Table
- IX. Concluding Remarks

Scope:

The Fabulous Fox National Water Trail is looking for an innovative way to market communities while encouraging tourists and locals to enjoy through the installation of community inclusive signage. The signs should have real-time messaging, have customizable wayfinding and be completely solar-powered with no need for electricity.

Key Features:

- 12 solar-powered informational signs to connect people with the Fabulous Fox Water Trail.
- The signs must be solar-powered with no need for electricity
- Signs should be between 6 to 8 feet tall, 28 to 36 inches wide, and 22 to 36 inches deep
- The sign should be secured to the ground but also able to be moved to a new location if a location is determined to be ineffective.
- Signs should be wirelessly connected via a cellular network
- Signs will be installed near the Fox River and should require minimal space on concrete.
- The sign should be a digital display and should use a web-based content management system
- Information should be displayed on the sign with at least four screens / sections where content can be easily changed through a web-connection.
- Preference will be given to a sign that can be customized to use Fabulous Fox Water Trail graphics.
- The signs will be leased for a contracted number of years.
- Lease will include sign installation, maintenance, and software system management and any upgrades.
- Length of lease will be between 3 to 5 years depending on cost.
- The vendor will be required to work with entities that receive a sign to determine sign location and if permits will be required.

Soofa's signage will transform numerous locations along the Fabulous Fox National Water Trail into information hubs, enhancing visitor experience, communication and accessibility. With our advanced technology, visitors will receive timely updates, events calendars, local business listings, wayfinding, weather, emergency alerts, social media feeds, and more to improve their experience along the water trail.

Soofa is committed to delivering unparalleled reliability, innovation, and customer satisfaction every step of the way for the The Fabulous Fox National Water Trail. Soofa is an innovative e-ink signage solution intended to meet the goals and requirements of Kane County in a way that no other company can. Soofa's digital e-ink screens display clear informational communication that is easily managed from our intuitive, cloud-based content management platform. Our hardware provides a unique opportunity to brand The Fabulous Fox National Water Trail in eye-catching custom vinyls that ensure residents and visitors alike will engage with the signage and vital community information.

Our partners report that Soofa provides value by being a solution that is:

Proven - Soofa's success is supported by a portfolio of government partners, contracts, renewals, and upcoming installations nationwide.

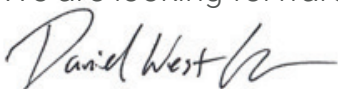
Accessible - Soofa's screens provide pedestrians clear information on community services and serves Kane County's main objective of attracting tourism and boosting economic development for communities along the Fox River.

Data Driven - Soofa signs elevate our stakeholder's decision making through a polling feature and pedestrian sensor. For tourism use-cases on the Fox River, this data can identify visitor trends to inform budgeting, marketing, communication, and infrastructure planning.

At Soofa, we're driven by a passion for enhancing community experiences, and we recognize the vital role Kane County plays in delivering exceptional visitor services on the Fox River. With our innovative solutions, we're poised to elevate public amenities across your community. Our bid showcases how Soofa is uniquely equipped to meet Kane County's objectives, delivering unparalleled service quality and an outstanding public experience.

Picture this: vibrant Soofa Signs illuminating launch and exit points on the Fox River, providing real-time updates, local community information, and wayfinding to residents and visitors alike. We are confident that our cutting-edge technology will not only meet but exceed Kane County's goals, ensuring seamless service delivery, sustainable communication, and overall satisfaction for both the County and pedestrians.

We are looking forward to partnering with you!



Daniel West Cohen
Director of City Growth, Soofa





Statement of Judgement

Changing Environments, Inc DBA Soofa hereby certifies that, to the best of our knowledge, as of May 30th, 2024, there are no pending legal judgments or litigations against our company. We affirm that we are in compliance with all applicable laws and regulations governing our operations. This certification is made in good faith and is based on a thorough review of our legal records. Any changes in our legal status will be promptly communicated to the contracting authority.

Proposing Agency: Changing Environments Inc. DBA Soofa

Daniel West Cohen
Director of City Growth
Changing Environments, Inc D/B/A Soofa

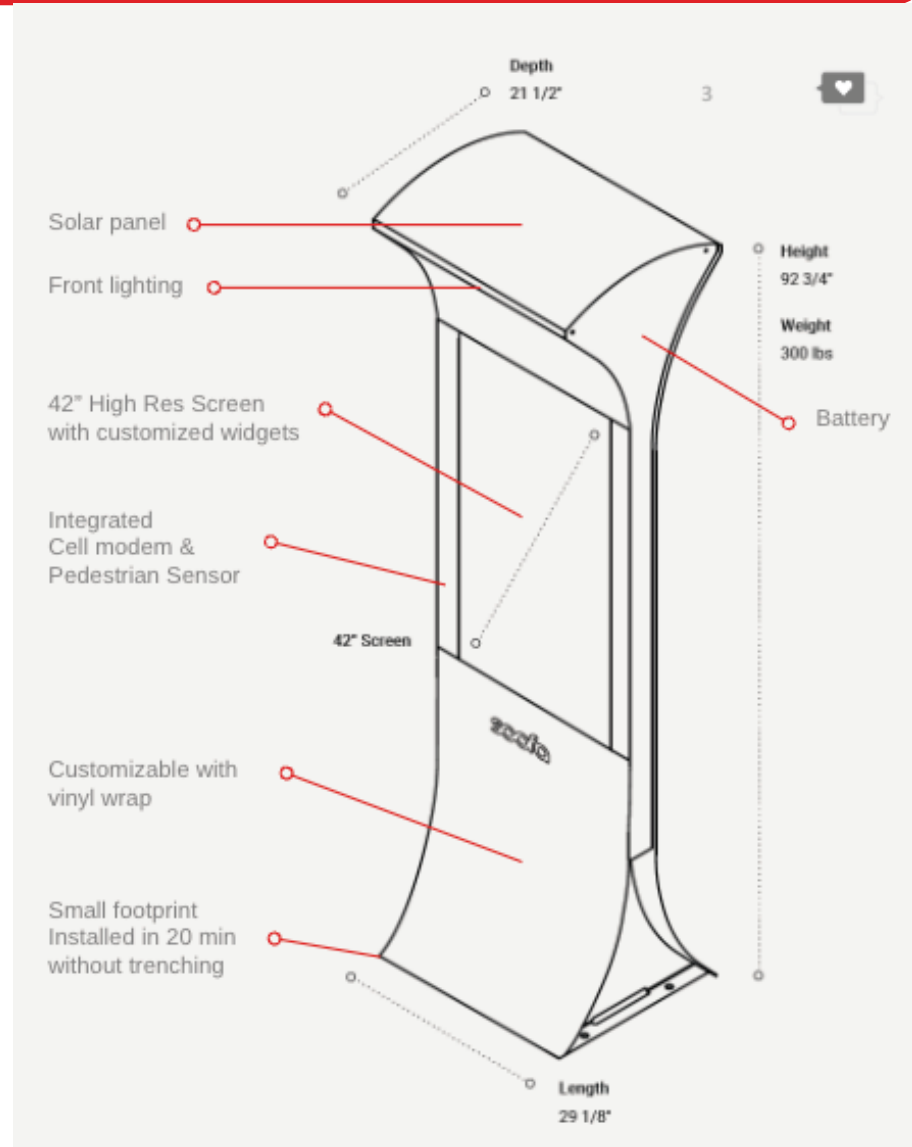
Statement of Work

Soofa confirms that we understand the general requirements, legal requirements, and technical requirements that Soofa must adhere to in the delivery of the Project. Soofa also confirms that we will be able to provide the on-going maintenance and warranty activities required to perform the support of the deployed signs. It should be mentioned that Soofa will lease all signs and hardware to Kane County for the duration of the agreement. The party's signatures at the end of this statement confirms their involvement in the development of this statement, and their acceptance of the established scope of work and performance expectations. Any subsequent changes to the scope of work and performance expectations must be reviewed and approved by the firm ("Soofa"). This statement does not constitute a signed agreement.

3.1 Proposer Technical Information

3.1.1 Solar Power Generation/Battery

- The Soofa Sign uses a 67 watt custom solar panel with a max voltage of 17V. The battery for the solar panel is a pair of two 12v 12Ah AGM (Absorbent Glass Mat) SLA batteries connected in series, with a charge controller (8A 12/24/36/48V Boost MPPT Controller). Soofa's power system is able to operate for at least 3 days (72 hours) with sub-standard winter solar exposure in a location that may be partially shaded by buildings or trees.
- In the event that solar power is deemed infeasible, Soofa has protocols in place to connect signs to replace batteries.
- Solar-powered Soofa Signs don't require any connection to the electric grid and are entirely self-sustaining in regards to power. All signs need to operate are consistent solar exposure and are therefore insulated from power loss events. For the very few instances where Soofa signs lose solar power, the sign's E-Ink technology enables the screen to display its last remaining image for several hours allowing for pre-determined messages or information in the event of a power loss.
- Battery replacement can be done in less than 20 minutes. It requires opening up the waterproof box, housed under the solar panel. Inside there is the battery, which can be dislodged by unscrewing 6 screws.



Statement of Work *cont.*

KANE COUNTY NEIGHBORHOOD NEWSFEED

May 23rd

↑ 80°
↓ 60°
Partly Cloudy

Local Updates +10 More:

City Council Meeting

Fri, 01 Feb 2022

Planning Commission

Mon, 20 Feb 2022

Public Safety Meeting

Wed, 22 Feb 2022

City Council Meeting

Fri, 25 Feb 2022

Open Meeting of the Arts Council

Mon, 28 Feb 2022

Local Events +15 More:



Opinion

What is your favorite thing about the Fabulous Fox Trail?

It's a perfect spot for a family outing; my kids love exploring the trail.
Posted at 10:45am

I love the breathtaking views along the trail, especially during sunset.
Posted at 2:24pm

I love hiking during the fall when the leaves change colors, feels like a painting! Additionally, the nice pathways and wildlife sightings make every hike a peaceful escape from daily life.
Posted at 11:42am

Facebook +18 More:



Kane County Council Meeting
2024/03/15
Meeting Audio and Previous Meeting Minutes (Signed):
Legislation (Ordinances and Resolutions):
First Reading Ordinances

AN ORDINANCE APPOINTING A CITY MANAGER AND SETTING A SALARY FOR AND ESTAB-

3.1.2 Electronic Paper Display

Soofa will provide diagonal Electronic Paper Displays (EPD) screens with E Ink Technology capable of showing real-time information. The screen is a reflective electrophoretic display module based on an active matrix TFT substrate. It has a 42" active area with 2160 x 2880 pixels and 3:4 aspect ratios. The display is capable of displaying images at 2-16 gray levels (1-4 bits) depending on the display controller and the associated waveform file it uses.

- The Soofa Sign is a monochromatic sign that displays real-time information in an easy-to-read fashion that can be read in daylight or darkness by users of all corrected vision levels.
- The Soofa Sign has high visibility in the sunlight, since electronic paper displays are front lit instead of backlit which allows for less light pollution and complies within dark sky initiatives adopted by many communities around the United States. Soofa has the ability to install and use backlighting or external lighting if installation conditions require.

- The Soofa screen is a high resolution imaging E-paper display screen that displays 16 shades of gray allowing for more depth and contrast.
- The Soofa Sign Screen conforms to the latest International Electrotechnical Commission (IEC) standards including IEC 62679 "Electronic Paper Displays".
- The Soofa screens can provide text that are no smaller than 3" height and meet MA Architectural Access Board guidelines for general signage.
- Soofa screens provide viewing angles of greater than 120* with night-time or low-light level viewing capabilities

Statement of Work *cont.*

3.1.3 Wireless Connection

After careful examination we determined that Soofa's cellular network system is compatible with current Kane County systems. The Soofa Sign is wirelessly connected to an LTE cellular network which requires no connection to fiber cable or any other type of hardwired infrastructure.

- The antenna is securely installed in a place not visible for pedestrians
- A wireless cellular network allows the screen a fastest refresh rate independent of the existing fiber optic lines and the power grid of the area.

Bennington St 1

Live view

Operating Hours: 7:00am - 6:00am

Last Maint. Check: 04/06/2021

Status: **This Sign is currently awake.**

Soofabuzz.com Have a great answer for the poll below? Scan now to respond or to learn more about anything on this screen.

REVERE APRIL 15TH, 2021
NEIGHBORHOOD NEWS FEED 51°

Opinion

What alternate universe would you live in?

Submit your answer on SoofaBuzz.com

one in which we respected the lives of all animals posted at 8:20pm

A grape flavored one posted at 8:17pm

Local Updates

HAVE YOUR VOICE HEARD.

City of Revere

WWW.REVERE.ORG/ENGAGEHC

Promoted Posts

shel silverstein

CARROTS

They say that carrots are good for your eyes. They swear that they improve your sight. But I'm seeing worse than I did last night— You think maybe I ain't eatin' 'em right?

Transit

LAST UPDATED: 3 mins

BEACHMONT

Blue Line
Wunderland
0 8 min

Blue Line
Escoborn
0 8 min

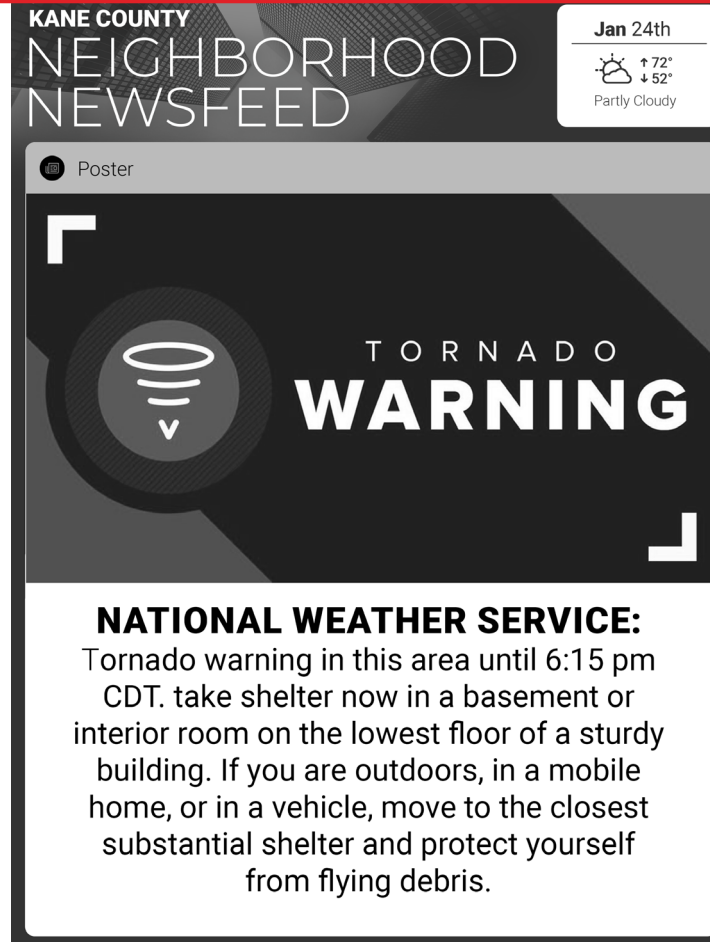
3.1.4 Content Management

Soofa will provide Kane County with access to Soofa Talk, a proprietary cloud-based, back end content management system (CMS) that allows our partners to manage the content displayed on the signs at any time of the day. Soofa's monitoring system includes a web-based portal and dashboard to monitor status of signage hardware including sign uptime, voltage in backup battery and from solar panels, modem or data connection usage, timestamps, and location information including, latitude/longitude.

- SoofaTalk allows for customized screen messaging to be constantly uploaded, reviewed, and controlled remotely by end users.

Statement of Work *cont.*

- Soofa's CMS solution is already equipped with a built-in remote diagnostic and performance analytics dashboard called "Heartbeat." This dashboard provides end users with constant, real-time access to a sign's operating hours, last maintenance check, live view of screen content and display, and overall health status.
- Soofa's CMS stores historical data including uptime and other relevant performance measures, that is available for export. Configuration, meaning layout changes and sign content, can be pushed remotely over the air to signs. Firmware upgrades are managed automatically by our engineering team.
- Display System Alerts: Kane County, in coordination with other emergency response agencies, is able to use the Soofa sign to display emergency alerts to pedestrians near the sign.
- Displays will be of high-contrast visuals with variable character heights with minimum character sizes that meet relevant accessibility guidelines.



- Displays will differentiate between real-time arrival times and scheduled departure arrival predictions
- CMS system will enable the ability to scroll or rotate through information at a reasonable and adjustable rate, if some information is not able to fit on display at one time
- Soofa's CMS system will also use Kane County-authorized data sources for the content. News, events, polls and other uses of Soofa's applets: the management of this content is at the sole discretion of Kane County.
- Applets currently available for Soofa signs: Local Updates, News Feeds, Air Quality Monitoring, Real-Time Transit Updates, Events, Polls/Opinions,, Weather Updates, Social Media (Twitter and Facebook), Water Quality, Digital Wayfinding
- Content management system will meet Kane County's information security technical requirements, operating systems and cryptographic protocols.
- Soofa CMS system will provide an authentication system that requires a username, password, second-factor authentication (the authentication system will not need to verify or authenticate through Kane County information technology systems)
- Soofa's monitoring system will provide a way to export the data above into comma-separated ASCII-text data files.

Statement of Work *cont.*

3.1.6 Soofa's Sensor Technology and Pedestrian Analytics

Soofa's optional sensor technology can detect wifi-enabled devices within a 360° radius of the Soofa screen. The number of wifi-enabled devices within this radius are "counted," similar to how people are counted in clicker studies.

No individual or private data is collected by the sensor. Soofa's sensor technology is unique because it does not use personal identifiable information (PIIs) to monitor pedestrian trends.

Soofa provides every city, town, and landowner partner with full, transparent access to the pedestrian footfall trends that are generated by a Soofa Sign's sensor. Municipalities can access these pedestrian data analytics at any time through their SoofaTalk account. Some municipalities opt-in to show these trends to their constituents through an open data portal. However, we leave this choice up to our municipal partners. At no point have we ever shared - or ever will share - this information between different cities or outside partners.

3.1.7 Functionality in Weather

Soofa Signs are engineered to function in extreme weather conditions, including hurricane force winds (180 mph), extreme temperatures (-10 to 100F), and cloudy winter days with extensive snowfall. Soofa signs are weather-hardened, resilient to extreme heat exceeding 100°F for more than 4 hours, and extreme cold of less than -10°F for more than 8 hours.

In the event of extreme temperature that prevents the signs from updating, the last image in the Soofa screen would be imprinted until the sign is able to operate again.

Note: Soofa has installed over 100 Soofa signs in the Boston area in the past 4 years and we have yet to experience extreme enough weather that causes the signs to freeze.

3.1.8 Hardware

Soofa will provide and support the hardware associated with the operation of the system. All hardware and equipment that is owned through this contract from Soofa, excluding consumable material (material that needs continuous replenishment), shall be certified to withstand all weather-related elements. All equipment, supplies and materials furnished under the Agreement shall also be new, field proven and meet or exceed applicable ISO, IEEE and ANSI standards.

The Soofa Signs are capable of being upgraded with new features over time. Soofa's modularly designed hardware allows for quick and easy upgrades should you wish to have them.

The Soofa Signs meet a minimum IEC-IP-54 rating that is protected against dust ingress sufficient to prevent the product from operating normally. The Soofa Sign is fully protected against solid objects, vandalism, weather and splashing of water from any angle by a steel structure. An epoxy powder-coating protects from graffiti, rust and corrosion.

Statement of Work *cont.*



PADDLE
where the Fox goes

FABULOUS FOX! National WATER TRAIL
New Kane County

Want to learn Where the Fox goes?
Visit the FabulousFoxWaterTrail.org

KANE COUNTY NEIGHBORHOOD NEWSFEED May 23rd
80° 40°
Partly Cloudy

Local Updates +10 More

- City Council Meeting**
Tue 21 Feb 2022
- Planning Commission**
Mon 30 Feb 2022
- Public Safety Meeting**
Wed 22 Feb 2022
- City Council Meeting**
Thu 26 Feb 2022
- Open Meeting of the Arts Council**
Mon 30 Feb 2022

Local Events +13 More

15th Kane County Fair & Festival
JULY 17-21 • 2024

Opinion

What is your favorite thing about the Fabulous Fox Trail?

It's a perfect spot for a family outing, my kids love exploring the trail.
Posted at 10:45am

I love the breathtaking views along the trail, especially North branch.
Posted at 2:25pm

I love hiking during the fall when the leaves change colors. Trails like seasonal destinations. The trail pathways and wildlife sightings make every hike a beautiful experience.
Posted at 11:42am

Facebook +18 More

Kane County Council Meeting
2024-03-19
Meeting Audio and Previous Meeting Minutes (Digital)
Legislation (Ordinances and Resolutions)
First Reading Ordinance

AN ORDINANCE APPOINTING A CITY MANAGER AND SETTING A SALARY FOR AND ESTAB-

soofa

FABULOUS FOX!

EXPLORE
where the Fox goes

FABULOUS FOX! National WATER TRAIL
New Kane County

Want to learn Where the Fox goes?
Visit the FabulousFoxWaterTrail.org

Kane County

illinois



Statement of Work *cont.*

3.1.9 Service Levels Offered for Various Maintenance Request

Issue	Mode of Detection	Service Solution
Screen malfunctioning	Remote Sensing/ Alert	Hardware replacement
Battery degradation	Remote Sensing/ Alert	Hardware replacement
Power System failure	Remote Sensing/ Alert	Hardware replacement
Vandalized / Damaged Screens	Customer or Cleaner Alert	Hardware replacement
Graffiti	Customer or Cleaner Alert	Cleaning
Pedestrian Data is not Showing Correctly	Internal or External Alert	Inhouse engineering fix
Content Management System Outage	Internal or External Alert	Inhouse engineering fix
Solar Panel Malfunction	Remote Sensing/ Alert	Hardware replacement
Hardware / Casing Damage	Customer or Cleaner Alert	Hardware replacement

3.2 Installation

The Soofa sign has one of the fastest installations in the market to date for solar-powered signage. After years of perfecting the friendliest smart city infrastructure, our team designed a quick and easy installation that neither disrupts the environment nor the public.

Soofa has handled the installation of solar-powered outdoor sign displays for all company projects to date.

Our historic rate of installation is within 4 to 8 weeks after a signed agreement and finalized design specifications. Soofa will apply this expertise to managing installation through licensed subcontractors with the supervision of Kane County.

Soofa will furnish and install all signs with materials and hardware. Soofa will also mount equipment securely at locations shown in the plans in conformance with the manufacturer's dimensions shown and make vertically plumb and level. Soofa will install tamper-proof fasteners as recommended by the manufacturer and space evenly and use all mounting holes and attachment points for attaching enclosures to structures.

Soofa will undertake testing during normal dusk to dawn operation of all signage system control equipment and apparatus, without interruption or failure attributable to poor workmanship or defective material. At the end of the burn-in test, all signs and equipment will be inspected for normal operation. The Contractor will make any necessary repairs or replacements at no cost to Kane County.

3.3 Additional gadgets

The Soofa signs do not accommodate for signal light beacons or USB charging ports for awaiting customers. If in the future, the partner agency wishes to install these additional gadgets in the Soofa Sign, the partner agency and Soofa will reach an agreement on this matter.

Qualifications and Experience

Soofa Signs are being used by smart cities from coast to coast to keep pedestrians and the public informed of community information and other news. Soofa Sign's electronic paper display runs on solar power, which means no wires and zero emissions.

Soofa partners with local governments, private landowners, and transit agencies across the United States to bolster their smart city infrastructure as well as national and local advertisers looking for hyperlocal exposure through its advertising platform.

Soofa Signs provide communities with city announcements, public health information, community events, and citizen feedback on local activities. Soofa Signs are also able to detect foot traffic, providing insight into the use of public space where the signs are deployed.

Currently we work with Boston, Washington DC, Miami, Albany, Augusta, and many other municipalities to bring smart, social, and sustainable technology to their public spaces.



In particular, the partnerships between Soofa and the City of Boston, Washington DC's Department of Energy and Environment (DOEE), the Downtown Development Authority of Augusta (GA), The Capital District Transportation Authority for the City of Albany (CDTA), has highlighted Soofa's ability to provide a valuable public information and community messaging experience to leading municipalities and transit agencies across the the United States in a variety of uses cases.

The Signs in these locations provide pedestrians with real-time updates alongside information about events and activities happening in the community, health and safety guidelines for public transit, business information, city announcements, and other relevant information to make the public's experience obtaining community information easier, safer, and more enjoyable.

Previous Experience of Similar Scope of Work

In September of 2021, Washington DC's Department of Energy and Environment (DOEE) partnered with Soofa to share real-time information to visitors in their public spaces made up of wetlands, walking trails, and parks for the public to enjoy. The Kingman and Heritage Islands, in particular, have important and rare ecosystems, including tidal freshwater wetlands, vernal pools, wildflower meadows, rivers, and tidal swamp forests. The islands are also home to more than 100 different species of birds, mammals, and other wildlife.

The DOEE was on a mission to connect residents and visitors of Washington D.C. with the environment and wetlands through local programming to enhance the ways they communicated and interacted with public space, and also to understand the local municipal resources that were available to them.

We spoke to Ed Dunne, Water Quality Manager and Lee Cain, Land Manager for Kingman and Heritage Islands about how Soofa Signs helps their sustainable efforts, and how the public has responded to it.

When looking for technology to add to the islands, both Dunne and Cain said that Soofa Signs were attractive because of their solar-powered design. Cain mentioned that there is, "No infrastructure, electricity or water on Kingman and Heritage Islands. So I could see an application for Soofa Signs on urban trails or other types of trails since the sign can power itself with solar energy."

Dunne also said that, "Sustainability was really important in the decision to get a Soofa Sign." Cain emphasized that this is because, "Kingman and Heritage Islands is a center for environmental education, and we see that as incredibly important in growing our next generation. We also want to make sure people are aware of environmental issues and have access to the outdoors."

Dunne and Cain said that the feature they use most on their Soofa Sign is the water quality widget. Dunne said that, "The fact that we're disseminating water quality information out to folks that are experiencing the island in real time is really powerful."

Cain followed with, "The water quality widget has been essential

because there are a lot of people who are interested in paddling or fishing or other things while coming in contact with the water. So having that water information is really important for the public to be aware of what's going on."

Soofa's partnership with Washington DC's DOEE is just one example of how the company can meet the moment and provide tailor made signage offerings for the needs of our clients.

We reference this partnership in relation to our bid with Kane County as our signs are already used next to public waterways to provide local and community information, water quality, events calendars, social media feeds, wayfinding and other benefits to visitors.

By placing Soofa Signs at key locations along The Fabulous Fox National Water Trail in Kane County, pedestrians will be able to view vital information provided by the County without the reliance on cell phones, posters or other devices.



Client References

Capital District Transit Authority (CDTA) of Albany, NY

Contact: Thomas G. Guggisberg, Director of Information Technology
Address: 110 Watervliet Ave., Albany, NY 12206
Email: thomas@cdta.org
Phone: 518-779-2382

City of Bay Harbor Islands, FL

Contact: Bridget Anne Morin, Director of Marketing
Address: 1030 95th St., Bay Harbor Islands, FL 33154
Email: bmorin@bayharborislands-fl.gov
Phone: 786-570-0805

Downtown Development Authority / Augusta, GA

Contact: Katherine Bonner, Project Coordinator
Address: 1101 Greene St., Augusta, GA 30901
Email: kbonner@augustadda.com
Phone: 706-836-8407

City of Valparaiso, IN

Contact: Don Lorntzen, Transit Manager
Address: 116 Lincolnway, Valparaiso, IN 46383
Email: dlorntzen@valpo.us
Phone: 219-462-1161

City of Boston, MA

Contact: Casey Brown, Digital Engagement Strategist
Email casey.brown@boston.gov
Phone: 617-635-2117

Miami-Dade County, FL

Contact: Irene Soria Cordero, Project Manager
Email: Irene.SoriaCordero@miamidade.gov
Phone: 305-299-7263

Start-Up and Transition Plan

7.1 Overview: Soofa will work with Kane County to implement 12 Soofa Signs for three years. The signs will be placed in strategic locations in The Fabulous Fox National Water Trail area across Kane County's network to ensure that effective communication information is achieved. This may include but is not limited to: local business information, municipal and county updates, information on community resources, social media feeds, events and cultural offerings,, wayfinding, and more.

7.2 Ownership: All Soofa Signs constructed, installed, and maintained for this project, shall be leased to Kane County. Soofa can support Kane County as a co-manager of throughout the project should Kane County choose.

7.3 Projected Timeline: Soofa's historical lead time is 4-8 weeks from the date the contract is signed until the first signs are installed. For example, a target date for beginning installation will be August if the contract was to be signed towards the end of June 2024.

Our subcontractors would take approximately 1-5 business days to unpack, transport, install, diagnose and test the totality of 12 Soofa Signs with an approximate installation time of under one hour. This timeline is subject to change depending on weather conditions and other natural factors.

Week 1: Contract is signed

Weeks 1-4: Soofa team works on API integration, customization of screen and creation of back-end content

Week 4-8: Soofa signs are delivered, installed, diagnosed and tested

Week 8: Soofa Signs are fully operational and ready for public use



Start-Up and Transition Plan *cont.*

7.4 Installation and Setup: Soofa will furnish and install all signs with materials and hardware. Afterwards, Soofa will work with Kane County to test the signs and ensure that each sign is functioning properly. Sign placement will not physically obstruct safe, normal pedestrian or existing operations in any location. Installation, removal and location change is solely the responsibility of Soofa unless explicitly granted in writing.

7.5 Sign Locations: Once the contract is signed, Soofa will work with Kane County to finalize locations for 12 signs. Soofa will also work with Kane County on securing permitting for the 12 signs within individual municipalities, should that be necessary.

7.6 Content Management: Soofa will provide an educational overview of Soofa Talk, Soofa's cloud-based content management platform, to Kane County's content managers ensuring they are acclimated to the platform before transferring responsibility for content management.

7.7 Operations and Maintenance: Soofa will provide licensed subcontractors to inspect, maintain and clean the signs on a bi-weekly basis throughout the lifespan of the partnership. This will include inspection of leaks, cables, connectors, hardware, poles, bases, enclosures, cabinet safety devices, voltages, graffiti, scratching, stickers, dents, wear, and damage, battery replacement, followed by cleaning and general maintenance. The subcontractor will respond to any defects requiring equipment/technical repair or relocation of new solar-powered and hard-wired signs.

7.8 Additional signs: Kane County is able to purchase additional signs at any time given the understanding of a 4-8 week timeline from signing the contract extension. Kane County also has the option to renew the initial contract after its expiration date along with any additional support services and health monitoring. Prices are subject to change.

7.9 Insurance: Changing Environments shall purchase and maintain, at its expense and during the term of the Contract, all insurance required by the applicable laws of Kane County and Illinois. Insurance information is shared in this bid package and will always be shared upon Kane County's request.

7.10 Permanent, Full-Time Staff - Administrative / Install New Solar Signs: The installation of new solar signs will be handled by licensed subcontractors in the Kane County area, under the direction of Soofa. Attached below are the individuals who will coordinate with Kane County and the subcontractors on the installation of new solar signs.

Jutta Friedrichs (VP of Operations at Soofa)

- Project Role: Project Lead.
- Jutta will function as the city's primary point of contact for this area.
- Resume: Bachelor of Arts in Product Design from Central Saint Martins College of Art and Design (London) and a Master's Degree in Design Studies at Harvard University. Experience includes time at Xindao, NGIN Workplace, and the Harvard Innovation Lab. Jutta is the co-founder of Soofa and has played a primary role in all signage project implementations to date.

Patricia Swingle (Senior Operations Manager at Soofa)

- Project Role: Support
- Patricia will function as the city's backup contact for this area.
- Resume: Experience includes time at Redbox.

All staff are expected to be available for the duration of this project. There are no other workload or anticipated changes in availability for each team member listed here within the anticipated duration of this work order.

Start-Up and Transition Plan *cont.*

7.11 Warranty:

Covered Product:

Soofa Signs
Number: 12

Buyer:

Name: Kane County, IL
Address: 719 S. Batavia Ave, Geneva, IL, 60134

Limitation of Damages

In no event shall Soofa be liable for consequential damages for breach of this warranty.

Warranty Coverage

Soofa warrants the Covered Product to be free of all defects in material and workmanship for five years from the day of installation. This warranty extends to the original buyer (only or and each successive buyer within the warranty period).

Within the period of this warranty, Soofa will repair or replace, free of charge; any part proving defective in material or workmanship. All warranty repairs and service must be performed by an authorized Soofa technician.

All expenses related to replacing or repairing a defective part under this warranty shall be assumed by Soofa.

Warranty Exclusions

This warranty does not apply to any costs, repairs, or services for the following:

1. Damage resulting from collision, vandalism, abuse, fire, theft, flood, acts of God.
2. Corrective work necessitated by repairs made by anyone other than a Soofa authorized service technician.

How to Obtain Warranty Service

The City must notify Soofa by calling the toll-free number 617-297-7356 of any defect, malfunction, or nonconformity promptly upon discovery. An authorized service technician shall visit the site for the purpose of repairing or replacing the defective part after receipt of the call.

Notice to the County

If Kane County disagrees over either's performance under the terms of this warranty, Kane County may submit the matter for resolution to operations@soofadigital.com. The buyer shall not be responsible for expenses incurred in submitting a dispute for resolution under the terms of this paragraph. The buyer is required to submit any dispute for resolution under this paragraph before pursuing any legal remedies to which he or she may be entitled.

Soofa
1299 Cambridge St., Cambridge MA 02139

Pricing Table

Community Branded Signs (12 Signs)

Kane County owns the rights to all communication and branding on the sign. No advertising is allowed.

Leased Sign (\$20,000)	Year 1	Year 2	Year 3	Total
Sign (x12)	\$240,000	\$0	\$0	\$240,000
Annual Fee (x12)	\$120,000	\$0	\$0	\$120,000
Total Cost:	\$360,000	\$0	\$0	\$360,000

Proposal Details:

- Kane County will receive discounted pricing of \$20,000/sign for twelve (12) signs.
- Kane County is responsible for the annual connectivity, service, and maintenance fee (\$5,000/sign/year) for years 2 and 3 which will be **paid upfront** in year 1.
- Kane County owns the rights to all branding and communication on the signs.
- Custom, branded vinyls included for Kane County.
- The first year includes the initial cost of the sign, connectivity, service, and maintenance.
- Sign cleaning and maintenance will be performed by Soofa on a bi-weekly basis for the lifespan of the agreement.

Closing Remarks

Our proposal for Kane County and The Fabulous Fox National Water Trail brings together a unique combination of outdoor communication specialists with sustainable digital management technical support that is unmatched by any other company in the United States.

Soofa's unique experience partnering with dozens of landowners affords us opportunities to offer Kane County's communities the capabilities and expertise to maximize digital signage along the The Fabulous Fox National Water Trail and communicate with constituents in a way never experienced before in the County.

A partnership with Soofa offers tailored digital opportunities to encourage tourists and locals to enhance their experience through real-time messaging and customizable wayfinding.

Our proposal delivers on the following objectives:

- 12 solar-powered informational signs to connect people with the Fabulous Fox Water Trail. Soofa Signs are installed with four (4) bolts in the ground, are fully-functional in under one (1) hour and require no electrical connection.
- Soofa Signs fit within the dimensions required for the project - the signs are 7 and $\frac{3}{4}$ feet tall and 28" in wide and therefore can be installed easily near the Fox River and require minimum space on concrete.
- Soofa Signs are secured to the ground with four (4) bolts but are also moveable to new locations if a location is determined to be ineffective.
- Soofa Signs utilize a 42" digital display and employ Soofa Talk, a web-based content management system.
- Information is displayed on the screens of Soofa Signs with at least four applets / sections where content can be easily changed and managed through a web-connection.
- Soofa will provide Kane County with full vinyl branding on each sign, customizable to The Fabulous Fox National Water Trail's graphics.
- Soofa Signs will be leased for a contracted number of years and the lease will include sign installation, maintenance, software system management and any upgrades.
- Soofa will work closely with the County and local municipalities / entities that receive the signs to determine sign locations and permits (if required).

Together, Soofa and Kane County have the opportunity to create a powerful partnership and continue the transformation of the Fabulous Fox National Water Trail into a unique destination for locals and visitors alike to enjoy. By maximizing communication, leveraging our digital signage experience, and working closely on a cohesive signage plan, Kane County will receive the benefits of increased tourism and economic development for years to come.

Thank you very much for your consideration. We are looking forward to partnering together!

BID TABULATION FORM

RFP24-040-KK

TITLE: Solar Powered Informational Signs with Installation

NAME AND ADDRESS OF BIDDERS	Insurance Sample	SIGN PROP
Soofa	X	X

Karin Kietzman
Tony Sperkowski

Community Branded Signs (12 Signs)

Kane County owns the rights to all communication and branding on the sign. No advertising is allowed.

Leased Sign (\$20,000)	Year 1	Year 2	Year 3	Total
Sign (x12)	\$240,000	\$0	\$0	\$240,000
Annual Fee (x12)	\$72,000	\$0	\$0	\$72,000
Total Cost:	\$312,000	\$0	\$0	\$312,000

Proposal Details:

- Kane County will receive discounted pricing of \$20,000/sign for twelve (12) signs.
- Kane County is responsible for the annual connectivity, service, and maintenance fee (\$3,000/sign/year) for years 2 and 3 which will be **paid upfront** in year 1.
- Kane County owns the rights to all branding and communication on the signs.
- Custom, branded vinyls included for Kane County.
- The first year includes the initial cost of the sign, connectivity, service, and maintenance.
- Sign cleaning and maintenance will be performed by Soofa on a bi-weekly basis for the lifespan of the agreement.

COUNTY of KANE
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

Karin Kietzman, CPPB
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2nd Floor
Geneva, Illinois 60134
Telephone: (630) 208-3803
Fax: (630) 208-5107



May 30, 2024

ADDENDUM 1

Invitation to Bid: #24-040-KK

Title: Solar-Powered Informational Signs with Installation

The attention of all plan holders is called to the following changes, clarifications, and/or additions/deletions to the original bid solicitation and shall be part of the Contract Documents:

Clarifications & Additional Information

Question: ● Width - For the width of the solar-powered informational signs, would Kane County be acceptable to signs with a width of 28”?

Answer: Yes

Question: ● Pricing and payment structure - Does monthly payment mean that payments are made on an ongoing basis until work on the project is completed, and once all the signs are installed a final payment is made for the remaining balance? Or does monthly payment mean that the total cost of the signs (including annual fees) are paid out monthly over the lifespan of the agreement?

Answer: Payments are made on an ongoing basis until work on the project is completed, and once all the signs are installed a final payment is made for the remaining balance.

Question: As the pricing requested is a fixed fee - In terms of cost structure and the pricing proposal, should annual maintenance/connectivity fees be included in the upfront cost or should these be listed as an additional cost structure?

Answer: Annual maintenance/connectivity fees should be included in the upfront cost.

Please acknowledge receipt of this Addendum 1. Thank you for your interest in the Kane County procurement process.

Sincerely,

Karin Kietzman

Karin Kietzman, CPPB
Director of Purchasing
purchasing@kanecountyil.gov

Supplier Activity by Solicitation - Supplier List

Report Executed By: Karin Kietzman

Report Executed On: 08-20-2024 10.44.35 AM

Solicitation Number: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Business Classifications: Small, Minority Owned, Woman Owned

Activity: Notified

Organization	Address	Contact	Email	Phone	Awarded Value	Classifications
A&M Industrial Org. Number:935784	37 West Cherry Street Rahway, US, 07065 United States	Kathleen MBurke	previously.kburke@am-ind.com	7327705907		Small
Applied Concepts, Inc. Org. Number:2448094	855 E Collins Blvd Richardson, US, 75081 United States	Bill Titterington	sales@stalkerradar.com	972-398-3780		Small
Bart Richard Woodward Corporation Org. Number:2672650	601 E Main Street Medaryville, US, 47957 United States	Bart Woodward	maricel@brwcorp.com	669-236-1349		Small
Batteries Plus **DO NOT CHANGE** Org. Number:2469648	1325 Walnut Ridge Dr OKC, US, 53029 United States	Government Sales	government@batteriesplus.com	4059123000		Minority Owned
Batteries Plus **DO NOT CHANGE** Org. Number:2469648	1325 Walnut Ridge Dr OKC, US, 53029 United States	Government Sales	government@batteriesplus.com	4059123000		Small
Blue Line Solutions Org. Number:2600146	4411 Oakwood Dr. Chattanooga, US, 37416 United States	JASON FRIEDBERG	jfriedberg@bluelinesolutions.org	2676712613		Small
Brite Frame Fabricators Org. Number:2540415	1 Sawgrass Drive Bellport, US, 11713 United States	David (DK) Kleinman	dk@briteframes.com	631-210-6685		Small

Supplier Activity by Solicitation - Supplier List

Report Executed By: Karin Kietzman

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Solicitation Number: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Business Classifications: Small, Minority Owned, Woman Owned

Activity: Notified

Organization	Address	Contact	Email	Phone	Awarded Value	Classifications
CENTERLINE SUPPLY INC Org. Number:2571641 CENTERLINE SUPPLY IN	530 Jesse Street Grand Prairie, US, 75051 United States	Carrie Vanderpool	sales@clsusa.com	972-647-8300		Small
CJH LLC Org. Number:2540686	291 6th Street Wheeling, US, 60090 United States	Nahrin Shinoo	cjhaakllc@gmail.com	224-422-7891		Small
Colographic Inc Org. Number:2067265	8025 Pontiac Street Commerce City, US, 80022 United States	Cathy Burds	cathyb@colographic.com	3032884796		Small
Community Power Group Org. Number:2648663	4445 Willard Ave Suite 600 Chevy Chase, US, 20815 United States	Abby Tausig	abby@communitypowergroup.com	2028442510		Small
ConServ Flag Company Org. Number:857527	1003 Illinois Street Sidney, US, 69162 United States	Emil Assad	conservflag@conservflag.com	308-254-4720		Small
Decamil Org. Number:2196423	11100 Astronaut Blvd Orlando, US, 32837 United States	James Pena	Jpena@decamil.com	4073991946		Minority Owned

Supplier Activity by Solicitation - Supplier List

Report Executed By: Karin Kietzman

Report Executed On: 08-20-2024 10.44.35 AM

Solicitation Number: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Business Classifications: Small, Minority Owned, Woman Owned

Activity: Notified

Organization	Address	Contact	Email	Phone	Awarded Value	Classifications
Empire Digital Signs Org. Number:2447445 Empire Digital Signs	200 West Ridge Rd, Suite 212 Rochester, US, 14615 United States	Wayne Didas	Bjoss@empire redigitalsig ns.com	5854350740		Small
FYRE MARKETING LLC Org. Number:2544127	13115 3RD ST E UNIT 1B madeira beach, US, 33708-3022 United States	Humberto Arguello	bids@fyre marketingadvi sors.com	813-7535252		Woman Owned
GF SUPPLIES LLC Org. Number:2579718	319 E 54TH ST ELMWOOD, US, 07407 United States	ZEE RUBIN	bids@sigosi gns.com	866) 488-7446		Small
Golden Rule Signs LLC Org. Number:1154531	1083 Brooks Industrial Road Shelbyville, US, 40065 United States	Logan Baker	loganb@gol denrulesign s.com	502-416-05 42		Small
Green Light National Org. Number:2363839	8205 Camp Bowie West #104 Fort Worth, US, 76116 United States	Molly Wolf	molly@gree nlightnation al.com	7736565375		Small
Guardian Safety & Supply LLC DBA Enviro Safety Products Org. Number:2524759	8248 W Doe Ave Visalia, US, 93291 United States	Sam Jaimes	sjaimes@en virosafety.co m	661-600-93 31		Small

Supplier Activity by Solicitation - Supplier List

Report Executed By: Karin Kietzman

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Solicitation Number: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Business Classifications: Small, Minority Owned, Woman Owned

Activity: Notified

Organization	Address	Contact	Email	Phone	Awarded Value	Classifications
Interpretive Graphics Signs & Systems Org. Number:715821 Interpretive Graphi	3590 Summerhill Drive Salt Lake City, US, 84121 United States	John Peters	john@interp retivegraphi cs.com	801-942-58 12		Small
June's Tees & Things Org. Number:2541008	5565 W 95th Street Oak Lawn, US, 60453 United States	Andrea Winters	winterloveco llections@g mail.com	7738491854		Minority Owned
June's Tees & Things Org. Number:2541008	5565 W 95th Street Oak Lawn, US, 60453 United States	Andrea Winters	winterloveco llections@g mail.com	7738491854		Small
June's Tees & Things Org. Number:2541008	5565 W 95th Street Oak Lawn, US, 60453 United States	Andrea Winters	winterloveco llections@g mail.com	7738491854		Woman Owned
KD Hot Shot LLC Org. Number:2593258	1912 Drangonfly Loop Bastrop, US, 78602 United States	kyron myers	kyronmyers 2@gmail.co m	5126297279		Small
LED Lighting-Solutions Org. Number:2652649	42410 WInchester Rd Temecula, US, 92590 United States	Josh Rodgers	josh@ledlig hting-solutio ns.com	8889251966 2002		Small

Supplier Activity by Solicitation - Supplier List

Report Executed By: Karin Kietzman

Report Executed On: 08-20-2024 10.44.35 AM

Solicitation Number: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Business Classifications: Small, Minority Owned, Woman Owned

Activity: Notified

Organization	Address	Contact	Email	Phone	Awarded Value	Classifications
Lauretano Sign Group Org. Number:2649237 Lauretano Sign Group	1 Tremco Dr. Terryville, US, 06786 United States	Lisa Stefan	lisastefan@l auretano.c om	630-802-95 99		Small
Martin Branding Group Org. Number:2642787	840 S. Oak Ave, Suite 216 Oak Park, US, 60304 United States	Steve Mostrom	stevenm@m artinbrandin ggroup.org	3123502627		Minority Owned
Martin Branding Group Org. Number:2642787	840 S. Oak Ave, Suite 216 Oak Park, US, 60304 United States	Steve Mostrom	stevenm@m artinbrandin ggroup.org	3123502627		Small
McHenry County Visual Communications, Inc DBA Fastsigns Crystal Lake Org. Number:2441925	580 E. Terra Cotta Ave., Suite A, Suite A Crystal Lake, US, 60014 United States	Natalie Morrissey	2088@fastsi gns.com	7792204053		Small
Mega LED Technology Org. Number:1442877	2601 Pinewood Dr. Grand Prairie, US, 75051 United States	David Park	bids@mega signinc.com	2132224192		Minority Owned
Mega LED Technology Org. Number:1442877	2601 Pinewood Dr. Grand Prairie, US, 75051 United States	David Park	bids@mega signinc.com	2132224192		Small

Supplier Activity by Solicitation - Supplier List

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Solicitation Number: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Business Classifications: Small, Minority Owned, Woman Owned

Activity: Notified

Organization	Address	Contact	Email	Phone	Awarded Value	Classifications
Michael Todd Industrial Supply Org. Number:2659954	8948 J St OMAHA, US, 68127 United States	Joseph Weinstein	jweinstein@ michaeltodd .com	4023426376		Small
Migma Systems Org. Number:1206101	1600 Providence Highway Walpole, US, 02081 United States	Bo Ling	bling@migm asys.com	508-660-03 28		Small
National Signal Org. Number:2587922	2440 Artesia Avenue Fullerton, US, 92833 United States	Mark Fernandez	mark@natio nalsignalinc. net	888-994-03 00		Minority Owned
National Solar Technologies Org. Number:2629611	166 Taylor Drive Depew, US, 14043 United States	Kyle Bukolt	kyleb@nsts olar.com	(716) 683-2505 140		Small
Nevco Sports LLC Org. Number:988300	301 East Harris Ave. Greenville, Il, US, 62249-1802 United States	Matt Gruen	mgruen@ne vco.com	6188300101		Small
Ozark Safety Cabins Org. Number:2647432	476 West Industrial Flippin, US, 72634 United States	Angela Dougan	angela@ozk safety.com	5017038147		Minority Owned
Ozark Safety Cabins Org. Number:2647432	476 West Industrial Flippin, US, 72634 United States	Angela Dougan	angela@ozk safety.com	5017038147		Small
Ozark Safety Cabins Org. Number:2647432	476 West Industrial Flippin, US, 72634 United States	Angela Dougan	angela@ozk safety.com	5017038147		Woman Owned

Supplier Activity by Solicitation - Supplier List

Report Executed By: Karin Kietzman

Report Executed On: 08-20-2024 10.44.35 AM

Solicitation Number: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Business Classifications: Small, Minority Owned, Woman Owned

Activity: Notified

Organization	Address	Contact	Email	Phone	Awarded Value	Classifications
Paris Site Furnishings and Outdoor Fltness Org. Number:2589081 Paris Site Furnishin	259 Third Concession Rd. Princeton, CA, NOJ1V0 Canada	Steve Hanes	shanes@tier celtechnolo gy.com	5194584882		Small
Parksol USA Org. Number:1219086	7729 E Greenway Rd, Suite 300 Scottsdale, US, 85260 United States	Omer Shloush	bid@parksol usa.com	4802316601		Small
Promo Solutions Org. Number:948393	11104 Windjammer Drive Frisco, US, 75034 United States	Stacy RSmoot	stacy.nwpro mo@att.net	214-726-58 38		Small
Promo Solutions Org. Number:948393	11104 Windjammer Drive Frisco, US, 75034 United States	Stacy RSmoot	stacy.nwpro mo@att.net	214-726-58 38		Woman Owned
Proper Print Source Org. Number:2494443	1525 SW Marlow Ave Portland, US, 97225 United States	Mark McDonald	mark@prop erprintsourc e.com	5037084378		Woman Owned
RAHN EQUIPMENT COMPANY Org. Number:1163441	2400 GEORGETOWN ROAD DANVILLE, US, 61832 United States	Chris Rahn	rahnequipm ent@gmail.c om	2174311232		Small

Supplier Activity by Solicitation - Supplier List

Report Executed By: Karin Kietzman

Report Executed On: 08-20-2024 10.44.35 AM

Solicitation Number: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Business Classifications: Small, Minority Owned, Woman Owned

Activity: Notified

Organization	Address	Contact	Email	Phone	Awarded Value	Classifications
Rampant Media Org. Number:2531000	2415 Diamond Drive Traverse City, US, 49684 United States	Chris Simpson	csimpson@r ampant-med ia.com	2312180401		Small
SAFETY ZONE HOLDINGS, INC DBA SAFETY ZONE SPECIALISTS Org. Number:60598	P.O.Box 90764 Lakeland, US, 33804 United States	Holly Mason	ofcmgr@saf etyzonespec ialists.com	863-816-34 02		Small
Schlosser Signs, Inc. Org. Number:89472	3505 Draft Horse Ct. Loveland, US, 80538 United States	Cody JKincaid	carla@schlo ssersigns.co m	970-593-13 34 302		Small
Schneider Inc. DBA Howard Industries Org. Number:1154797	6400 Howard Drive Fairview, US, 16415 United States	Michelle Lohrer	michellel@h owardindust ries.com	8148337000		Small
Signs Plus New Ideas-New Technology, Inc Org. Number:2664257	4242 McIntosh Lane Sarasota, US, 34232 United States	John Yax	john@signs plussigns.co m	941-378-42 62		Small
Signs Plus New Ideas-New Technology, Inc Org. Number:2664257	4242 McIntosh Lane Sarasota, US, 34232 United States	John Yax	john@signs plussigns.co m	941-378-42 62		Woman Owned
Studio Plaza Group Org. Number:1286716	726 Pebble ST Macon, US, 31201 United States	Dale MEvans	sales@studi oplaza.org	3129700595		Minority Owned

Supplier Activity by Solicitation - Supplier List

Report Executed By: Karin Kietzman

Report Executed On: 08-20-2024 10.44.35 AM

Solicitation Number: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Business Classifications: Small, Minority Owned, Woman Owned

Activity: Notified

Organization	Address	Contact	Email	Phone	Awarded Value	Classifications
Studio Plaza Group Org. Number:1286716	726 Pebble ST Macon, US, 31201 United States	Dale MEvans	sales@studi oplaza.org	3129700595		Small
Studio Plaza Group Org. Number:1286716	726 Pebble ST Macon, US, 31201 United States	Dale MEvans	sales@studi oplaza.org	3129700595		Woman Owned
Thy Kingdom Come Productions Org. Number:2588967	1880 Mineral Wells Highway Suite 106 Weatherford, US, 76088 United States	Jasmine Ford	jasmine@th ykingdomco mproductio ns.com	3103079483		Minority Owned
Thy Kingdom Come Productions Org. Number:2588967	1880 Mineral Wells Highway Suite 106 Weatherford, US, 76088 United States	Jasmine Ford	jasmine@th ykingdomco mproductio ns.com	3103079483		Small
Thy Kingdom Come Productions Org. Number:2588967	1880 Mineral Wells Highway Suite 106 Weatherford, US, 76088 United States	Jasmine Ford	jasmine@th ykingdomco mproductio ns.com	3103079483		Woman Owned
Tower Solar Org. Number:2671667	12002 Tyrone Rd Philadelphia, US, 19154 United States	Wilberth Torres	info@towers olar.net	5614802378		Minority Owned

Supplier Activity by Solicitation - Supplier List

Report Executed By: Karin Kietzman

Report Executed On: 08-20-2024 10.44.35 AM

Solicitation Number: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Business Classifications: Small, Minority Owned, Woman Owned

Activity: Notified

Organization	Address	Contact	Email	Phone	Awarded Value	Classifications
Tower Solar Org. Number:2671667	12002 Tyrone Rd Philadelphia, US, 19154 United States	Wilberth Torres	info@tower solar.net	5614802378		Small
Traffic Control Corporation Org. Number:2553321	10435 Argonne Woods Drive Woodridge, US, 60517 United States	Anthony TMcChrystal	amcchry stal@tcc1.com	630-754-44 32		Small
Wanco, Inc. Org. Number:505432	5870 Tennyson St. Arvada, US, 80003 United States	Tim Paulino	tim.paulino @wanco.co m	4702339831		Small
c signs and graphics Org. Number:2546830	2325 E LOOP 820 N FORT WORTH, US, 76118 United States	Oliver Francies	oliver@csgp rinting.com	6825617496		Minority Owned
c signs and graphics Org. Number:2546830	2325 E LOOP 820 N FORT WORTH, US, 76118 United States	Oliver Francies	oliver@csgp rinting.com	6825617496		Small
cap 360 llc Org. Number:849419	2447 tiffin ave. suite 188 findlay, US, 45840 United States	kolleen kirk	kkirk@cap3 60llc.com	4197211453		Small
cap 360 llc Org. Number:849419	2447 tiffin ave. suite 188 findlay, US, 45840 United States	kolleen kirk	kkirk@cap3 60llc.com	4197211453		Woman Owned

Supplier Activity by Solicitation - Supplier List

Report Executed By: Karin Kietzman

Report Executed On: 08-20-2024 10.44.35 AM

Solicitation Number: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Business Classifications: Small, Minority Owned, Woman Owned

Activity: Notified

Organization	Address	Contact	Email	Phone	Awarded Value	Classifications
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Solicitation Audit



Created by: Karin M Kietzman
Created on: 08/20/2024 09:38 AM CDT
Solicitation: 24-040-KK - 24-040-KK Solar Powered Informational Signs with Installation

Solicitation Notice Audit

Basic Information

Title	24-040-KK Solar Powered Informational Signs with Installation	
Solicitation Number	24-040-KK	Contact Information
Reference Number	0000353382	Karin M Kietzman
Solicitation Type	RFP - Request for Proposal (Formal)	630-444-1071
Issuing Organization	Kane County	kietzmankarin@co.kane.il.us
Owner Organization	Kane County	
Status	Closed	

Status History

Solicitation Status	Modified by	Date
Draft	Karin M Kietzman	05/22/2024 08:19 AM CDT
Waiting for Publication	Karin M Kietzman	05/22/2024 08:22 AM CDT
Publication		05/22/2024 08:39 AM CDT
Addendum No. 1	Karin M Kietzman	05/30/2024 08:39 AM CDT
Closed	Karin M Kietzman	06/03/2024 02:30 PM CDT
Bid Unlocked	Karin M Kietzman	06/03/2024 03:10 PM CDT

Document History

Original Solicitation

Document	Size	Uploaded Date	Language
24-040-KK Solicitation Final.pdf [pdf]	571 Kb	05/22/2024 08:19 AM CDT	English

Addendum No. 1

Document	Size	Uploaded Date	Language
Addendum 1.pdf [pdf]	168 Kb	05/30/2024 08:39 AM CDT	English

Solicitation Supplier Audit - All Suppliers

Notification to unspecified suppliers**Courtesy email No. 1**

Email	Sent By	Date Sent	Opened
tariq.ahmed@soofadigital.com		05/22/2024 08:40 AM CDT	05/22/2024 08:41 AM CDT

Suppliers

Organization Name	Org. Number	Main Contact	Opportunity Matched	Document Download	Bid Submitted	Bid Submission Type
A&M Industrial	935784	Kathleen M Burke	Yes	None	No	
AM Signal, LLC.	87340	Brooke Hageny	Yes	None	No	
Applied Concepts, Inc.	2448094	Bill Titterington	Yes	None	No	
Aramco Inc.	2581476	Janice Cornish	Yes	None	No	
Arif International Corp	2625751	Muby ARIF	Yes	None	No	
Bart Richard Woodward Corporation	2672650	Bart Woodward	Yes	None	No	
Batteries Plus **DO NOT CHANGE**	2469648	Government Sales	Yes	None	No	
Bayou Graphics LLC	2593487	Kurt Stanley	Yes	None	No	
Blink Marketing Inc	1945020	Lauren Sweet	Yes	Partial (1/2)	No	
Blue Line Solutions	2600146	JASON FRIEDBERG	Yes	None	No	
Brite Frame Fabricators	2540415	David (DK) Kleinman	Yes	None	No	
BSV Digital Displays	2557827	Deakin Bell	Yes	None	No	
c signs and graphics	2546830	Oliver Francies	Yes	None	No	
CANUCK POWER INC	2516635	MICHAEL EDIE	Yes	None	No	
cap 360 llc	849419	kolleen kirk	Yes	None	No	
CENTERLINE SUPPLY INC	2571641	Carrie Vanderpool	Yes	None	No	
Chicagoland	1602836	Bo Kim	No	Complete	No	
CJH LLC	2540686	Nahrin Shinoo	Yes	None	No	
Colite International	2445824	Adam Plyler	Yes	None	No	
Colographic Inc	2067265	Cathy Burds	Yes	None	No	
Community Power Group	2648663	Abby Tausig	Yes	None	No	
ConServ Flag Company	857527	Emil Assad	Yes	None	No	
Construction Journal	625233	Construction Journal	No	Partial (1/2)	No	
Data Entry Outsourcing Services LLC	2109620	Adam Waston	No	Partial (1/2)	No	
DataBid	2671792	Kristan Nalley	No	Partial (1/2)	No	
Dc Sales Inc.	2579465	Gregory Curtin Curtin	Yes	None	No	
Decamil	2196423	James Pena	Yes	None	No	
Dodge Data & Analytics	87569	Lisa Thompson	No	Partial (1/2)	No	

Organization Name	Org. Number	Main Contact	Opportunity Matched	Document Download	Bid Submitted	Bid Submission Type
Empire Digital Signs	2447445	Wayne Didas	Yes	None	No	
EMR	2593112	Karen Murray	Yes	None	No	
ePlan	388401	ePlan Reporter	No	Complete	No	
Ernst & Young LLP	96184	Marisa Wiethe	No	Complete	No	
Everon Green Energy Resources LLC	2554913	Eric W Buckner	Yes	None	No	
eWorld Innovative Solutions llc	2681895	Adeela W Khan	No	Complete	No	
FASTSIGNS of Lincolnwood	2679586	Yusif Kuta	Yes	None	No	
Fortran Traffic Systems Ltd	2568224	Marty Gehdu	Yes	None	No	
FYRE MARKETING LLC	2544127	Humberto Arguello	Yes	None	No	
GF SUPPLIES LLC	2579718	ZEE RUBIN	Yes	None	No	
Golden Rule Signs LLC	1154531	Logan Baker	Yes	None	No	
Green Dream international	1338184	Antone Austin	Yes	None	No	
Green Light National	2363839	Molly Wolf	Yes	None	No	
Guardian Safety & Supply LLC DBA Enviro Safety Products	2524759	Sam Jaimes	Yes	None	No	
H&H Electric Co.	2013637	Paul Hallahan	No	Partial (1/2)	No	
HD Supply	1185926	FM Bids	Yes	None	No	
Interpretive Graphics Signs & Systems	715821	John Peters	Yes	None	No	
jen lighting	2545851	lawson april	Yes	None	No	
June's Tees & Things	2541008	Andrea Winters	Yes	None	No	
kane county	2167772	Michele Matuszak	No	Complete	No	
KD Hot Shot LLC	2593258	kyron myers	Yes	None	No	
Kijero LLC	2668570	Aaron Jarson	No	Partial (1/2)	No	
Lauretano Sign Group	2649237	Lisa Stefan	Yes	Partial (1/2)	No	
LED Lighting-Solutions	2652777	Josh Rodgers	Yes	None	No	
LED Lighting-Solutions	2652649	Josh Rodgers	Yes	None	No	
Lightserve	2582334	JP Fulton	Yes	None	No	
Martin Branding Group	2642787	Steve Mostrom	Yes	Partial (1/2)	No	
McHenry County Visual Communications, Inc DBA Fastsigns Crystal Lake	2441925	Natalie Morrissey	Yes	None	No	
Mega LED Technology	1442877	David Park	Yes	None	No	
Metalogalva North America Inc	2539493	Vishal Kainth	Yes	None	No	
Michael Todd Industrial Supply	2659954	Joseph Weinstein	Yes	Partial (1/2)	No	
Migma Systems	1206101	Bo Ling	Yes	None	No	
Misfits Construction Company	871945	John Thomas	Yes	Complete	No	

Organization Name	Org. Number	Main Contact	Opportunity Matched	Document Download	Bid Submitted	Bid Submission Type
National Signal	2587922	Mark Fernandez	Yes	None	No	
National Solar Technologies	2629611	Kyle Bukolt	Yes	Partial (1/2)	No	
Nevco Sports LLC	988300	Matt Gruen	Yes	None	No	
North America Procurement Council, Inc. PBC	2052068	Tim Loncarich	No	Complete	No	
Ozark Safety Cabins	2647432	Angela Dougan	Yes	None	No	
Paris Site Furnishings and Outdoor Fitness	2589081	Steve Hanes	Yes	None	No	
Parksol USA	1219086	Omer Shloush	Yes	None	No	
Promo Solutions	948393	Stacy R Smoot	Yes	None	No	
Proper Print Source	2494443	Mark McDonald	Yes	None	No	
PWXPress	2633756	Mary Miller	No	Partial (1/2)	No	
RAHN EQUIPMENT COMPANY	1163441	Chris Rahn	Yes	None	No	
Rampant Media	2531000	Chris Simpson	Yes	None	No	
ROADSAFE TRAFFIC SYSTEMS	2538168	Todd M Fiegl	No	Partial (1/2)	No	
RoadSafe Traffic Systems	2553061	Brett Porzel	Yes	Partial (1/2)	No	
Rydin Decal	301334	Jenny Chavez	Yes	None	No	
SAFETY ZONE HOLDINGS, INC DBA SAFETY ZONE SPECIALISTS	60598	Holly Mason	Yes	None	No	
Schlosser Signs, Inc.	89472	Cody J Kincaid	Yes	None	No	
Schneider Inc. DBA Howard Industries	1154797	Michelle Lohrer	Yes	None	No	
Serigraphics Sign Systems, INC	2466530	Chase Tenny	Yes	None	No	
Sign Solutions USA	2080377	Kevin Berg	Yes	None	No	
Signs Plus New Ideas-New Technology, Inc	2664257	John Yax	Yes	None	No	
SolarShift	1987507	Joshua Barrett	Yes	None	No	
Soofa	2663362	Kiel Hauck	No	Partial (1/2)	No	
Soofa	2681632	Daniel West Cohen	Yes	Partial (1/2)	Yes	Electronic
Studio Plaza Group	1286716	Dale M Evans	Yes	None	No	
Thy Kingdom Come Productions	2588967	Jasmine Ford	Yes	None	No	
Tower Solar	2671667	Wilberth Torres	Yes	None	No	
Traffic Control Corporation	2553321	Anthony T McChrystal	Yes	Partial (1/2)	No	
Valley City Sign	1277566	Mary Cook	Yes	None	No	
Wanco, Inc.	505432	Tim Paulino	Yes	None	No	

Solicitation Task Assignments Audit

Assignee Name	Assigner Name	Date	Task	Previous Value	New Value
No entries					

REGIONAL OFFICE INSTRUCTION SHEET

POLICY NUMBER: 83 SBM AF5025 SA
CHANGE NUMBER: 002
CHANGE EFF DATE: 07/16/24

ROUTING INSTRUCTIONS

_SEND TO RECORDS. TRANSFER CORR IF APPLICABLE.

TERMINAL ID: TCPC2002 OPER INIT: SRG
07/30/24 83 SBM AF5025 SA (06/23/25) PAGE 1

POLICY FACE SHEET

25
50 INSURER:
AF TWIN CITY FIRE INSURANCE COMPANY
SBM

CHANGE NO.: 002
CHANGE EFF DATE: 07/16/24

POLICY NO. 83 SBM AF5025 SA

RECORDS RETENTION - PERMANENT

DECLARATIONS
ITEMS

1. NAMED INSURED AND
MAILING ADDRESS:

CHANGING ENVIRONMENTS, INC.
DBA SOOFA
1299 CAMBRIDGE ST
CAMBRIDGE, MIDDLESEX CO.
MA. 02139

2. POLICY PERIOD:

06/23/24	06/23/25	1
INCEPTION	EXPIRATION	YEAR

AGENT'S CODE: 553817
AGENT'S NAME: RSG SPECIALTY LLC

PREVIOUS POLICY NO. 83 SBA AD4678

3. THE NAMED INSURED IS: CORP

POLICY STATUS: ACTIVE
LOB LEVEL OF SUPPORT: SP-S
MARKET SEGMENTATION: 240

AUDIT PERIOD: ANNUAL
SELECT CUSTOMER
DIRECT ACCOUNT BILL NUMBER - 15444733
DEDUCTIBLE
UMBRELLA
ADDITIONAL INSURED(S)

AUTOMATICALLY BOOKED
CODING ENTRY NOT REQUIRED

TRANS TYPE: ENDT CNTL#: 003
POLICY FACE SHEET TERMINAL ID: TCPC2002 PAGE 2
07/30/24 83 SBM AF5025 SA (06/23/25)



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

Policy Number: 83 SBM AF5025 SA

Named Insured and Mailing Address; CHANGING ENVIRONMENTS, INC.
DBA SOOFA
1299 CAMBRIDGE ST
CAMBRIDGE MA 02139

Policy Change Effective Date: 07/16/24

**Effective hour is the same as stated in the
Declarations Page of the Policy.**

Policy Change Number: 002

Agent Name: RSG SPECIALTY LLC
Code: 553817

POLICY CHANGES:

TWIN CITY FIRE INSURANCE COMPANY

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

FORM NUMBERS OF ENDORSEMENTS ADDED AT ENDORSEMENT ISSUE:

IH12001185 ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTOR

SCHEDULED PERSON OR ORGANIZATION

COMPLETED OPERATIONS

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

Form SS 12 11 04 05 T
Process Date: 07/30/24

Page 001

Policy Effective Date: 06/23/24
Policy Expiration Date: 06/23/25

POLICY NUMBER: 83 SBM AF5025



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTOR
SCHEDULED PERSON OR ORGANIZATION
COMPLETED OPERATIONS

LOC 001 BLDG 001
COUNTY OF KANE
719 BATAVIA AVE. BUILDING A
GENEVA, IL 60134
NUMBER OF JOB LOCATIONS 12
DESCRIPTION OF COMPLETED OPERATIONS RFP TO COUNTY OF KANE FOR
INSTALL OF 12 SOLAR POWER SIGNS

LOC 001 BLDG 001
COUNTY OF KANE
719 S BATAVIA AVE BLDG A
GENEVA, IL 60134
NUMBER OF JOB LOCATIONS 12
DESCRIPTION OF COMPLETED OPERATIONS RFP TO COUNTY OF KANE FOR
INSTALL OF 12 SOLAR POWERED SIGNS

PRODUCER'S FACT SHEET

NAMED INSURED: CHANGING ENVIRONMENTS, INC.
DBA SOOFA

POL #: 83 SBM AF5025 SA

PRODUCER'S NAME: RSG SPECIALTY LLC
PRODUCER'S CODE: 553817

POL EFF DATE: 06/23/24 POL EXP DATE: 06/23/25 TRANS EFF DATE: 07/16/24

DIRECT ACCOUNT BILL NUMBER - 15444733

TRANSACTION TYPE: ENDORSEMENT CHANGE NO.: 002

ENDORSEMENT PREMIUM: \$0.00

NON-PREMIUM BEARING

FORM	TITLE
SS 12 11 04 05	POLICY CHANGE
IH 12 00 11 85	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTOR SCHEDULED PERSON OR ORGANIZATION COMPLETED OPERATIONS