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, May 24, 2023 **10:30 AM** **County Board Room**

1. **Call To Order**
2. **Roll Call**
3. **Approval of Minutes: April 26, 2023**
4. **Public Comment**
5. **Discussion Items:**
   - A. Program Manager Update (P. Phillips)
   - **B.** Revenue Recoupment Projects
   - C. Other Committee Matters
6. **New Business**
   - **A.** **Resolution:** Approving Invoices from Ernst & Young LLP for Professional Services Rendered from February 1, 2023 to February 28, 2023
   - **B.** **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Drainage Cost Share Consultant and Capital Project for the Kane County Environmental & Water Resources Department
   - **C.** **Resolution:** Authorizing the Execution of a Grant Agreement with Northern Illinois Food Bank with Funding Allocated from State and Local Fiscal Recovery Funds
7. **Old Business**
8. **Executive Session (if needed)**
9. **Adjournment**

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-23-753

REVENUE RECOUPMENT PROJECTS

Department	Project	Rev Recoup	Anticipated Project Cost
Building Management	Access Control Program – Key Locks	Yes	$ 700,000.00
Building Management	Storage Facility Program Risk Assessment	Yes	$ 5,500,000.00
County Clerk	Polling Books	Yes	$ 500,000.00
County Clerk	Voting Machines	Yes	$ 3,000,000.00
County Sheriff	Bomb Suits	Yes	$ 181,875.00
Development Department	Agriculture Recovery & Sustainability: Revolving Loans	Yes	$ 1,140,000.00
Environmental & Water Resources	Base Flood Benchmarking	Yes	$ 50,000.00
Environmental & Water Resources	Countywide Wetland Resources Mapping Update	Yes	$ 30,000.00
Environmental & Water Resources	Drinking Water Sustainability Mapping	Yes	$ 272,000.00
Environmental & Water Resources	KC Unstudied Floodplain Mapping	Yes	$ 250,000.00
Environmental & Water Resources	Natural Hazards Mitigation Plan Update Consulting Services	Yes	$ 65,000.00
Environmental & Water Resources	Recycling Contractual Services and Commodities	Yes	$ 285,000.00
Environmental & Water Resources	Water Monitoring Network	Yes	$ 732,000.00
IT	Fiber Optic Infrastructure	Yes	$ 700,000.00
IT	St. Charles Branch Court CCTV	Yes	$ 72,000.00
KDOT	KDOT Ride in Kane Project	Yes	$ 250,000.00
Office of Emergency Management	KC OEM Mobile Command Post	Yes	$ 1,200,000.00
State's Attorney's Office	Pre-Arrest Diversion & Equity Operations Funds	Yes	$ 7,500.00
		Total Requested	**$ 14,935,375.00**

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-23-602

APPROVING INVOICES FROM ERNST & YOUNG LLP FOR PROFESSIONAL SERVICES RENDERED FROM FEBRUARY 1, 2023 TO FEBRUARY 28, 2023

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

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

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

WHEREAS, pursuant to guidance published by the United States Department of the Treasury, the County's SLFRF may be used for administrative expenses involved in administering the County's ARPA program, which may include the costs of a consultant; and

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

WHEREAS, by resolution 23-139, the Kane County Board authorized the Board Chairman to execute an amendment to the professional services agreement with Ernst & Young, LLC which increases the total not to exceed amount for the ARPA engagement by $900,000 (Nine Hundred Thousand Dollars) for a total not to exceed amount of $1,900,000 (One Million Nine Hundred Thousand Dollars); and

WHEREAS, the cost for professional services beginning in November 2021 and extending through December 2024 are expected to be no more than $1,900,000 (One Million Nine Hundred Thousand Dollars); and

WHEREAS, the American Rescue Plan Program Manager presents the following invoices ("Exhibit A") for the Ernst & Young LLP professional services engagement for approval by the County Board.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby approves the following invoices in "Exhibit A" for professional services rendered by Ernst & Young LLP:

$103,512.00	Contractual Consulting Services	355.800.66871.50150
($103,512.00)	Allowance for Budget Expense	355.800.668.85000

Line Item: 355.800.66871.50150
Line Item Description: Contractual Consulting Services
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
355.800.668.85000

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

_____	_____
John A. Cunningham	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title
Approving Invoice from Ernst & Young LLP for Professional Services Rendered from February 1, 2023 to February 28, 2023

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

Contact:
Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? Res 23-139	Appropriation Amount: $103,512.00
If not budgeted, explain funding source: KC ARPA Fund 355	

Summary:

This resolution approves the invoice from Ernst & Young LLP for professional services rendered from February 1, 2023 to February 28, 2023

Ernst & Young LLP
200 Plaza Drive
Secaucus NJ 07094
USA

Invoice

County of Kane
Peter Phillips
719 S Batavia Ave
Geneva IL 60134-3077
USA

[redacted]

Invoice Date: April 13, 2023
Due Date: Upon Receipt
Client No.:
Engagement No.: [redacted]
PO Ref No:

Remit To:
Ernst & Young US LLP
[redacted]

For professional services rendered: February 01, 2023 to February 28, 2023
For the attention of Peter Phillips, Program Manager. Billing for professional services related to EY assisting the County of Kane with ARPA Funding Support matter as outlined in the Statement of Work dated November 11, 2021 between the County of Kane and EY.

	USD Amount
Fee	103,511.80
Professional Services	**103,511.80**

Total Fees & Expenses	Amount	Tax Amount	Total Amount
Taxable			
Total Exempt	103,511.80		103,511.80
Total Invoice amount	**103,511.80**	**0.00**	**103,511.80**

[redacted]

Kane County ARPA Funding Support

County of Kane

Summary of Professional Time, Fees, and Expenses

Invoice Period: February 1, 2023 to February 28, 2023

Professional	Rank	Hours	Rate	Fees	Expenses	Total
[redacted]	Partner	4.5	$ 309	$ 1,390.50	$ -	$ 1,390.50
[redacted]	Executive Director	5.8	309	1,792.20	-	1,792.20
[redacted]	Senior Manager	29.5	299	8,820.50	-	8,820.50
[redacted]	Senior Manager	2.0	299	598.00	-	598.00
[redacted]	Senior	167.5	229	38,357.50	-	38,357.50
[redacted]	Senior	77.5	229	17,747.50	-	17,747.50
[redacted]	Senior	82.5	229	18,892.50	-	18,892.50
[redacted]	Staff/Assistant	45.5	179	8,144.50	-	8,144.50
[redacted]	Staff/Assistant	43.4	179	7,768.60	-	7,768.60
TOTAL		**458.2**		**$ 103,511.80**	**$ -**	**$ 103,511.80**

During the period February 1, 2023 through February 28, 2023, EY supported Kane County in developing and implementing the County's ARPA Program. In support of the program, EY has worked with the Program Manager on eligibility analysis, research, reviews, and treasury reporting. Throughout the process, Kane County and EY worked closely together, meeting at least twice weekly to discuss updates and tasks and align expectations.

Eligibility analysis: (361.8 hrs) To assist Kane County, EY analyzed potential projects to recommend eligibility categories and potential funding sources. This includes meeting with Kane County Department Leaders to discuss proposed departmental requests. EY's level of support increased in February 2023 to expedite the review process of risk assessments. This was approved during the County board meeting on January 25, 2023.

Research: (60.8 hrs) EY researched questions for the County on topics including treasury reporting guidance, regulations relating to the funding of specific projects, and benchmarking the Kane County ARPA program against its peers. EY has also supported Kane's internal processes for standing up the ARPA program and risk assessments.

Review: (35.6 hrs) EY reviewed documents generated by the County and assisted the County in aligning with regulatory requirements. EY also conducted preliminary reviews of applications and submissions for the community support grant program, including for the preparation of follow-up requests for missing subrecipient information, meeting with subrecipients to discuss reimbursement discrepancies, compiling grant and expenditure reimbursement request documentation for the County to utilize in grant disbursements.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-23-742

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

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

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

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

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

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

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

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

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

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

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

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

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

Line Item: 355.800.668515.50150
Line Item Description: Contractual/Consulting
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N
Are funds currently available for this Personnel/Item/Service in the specific line item? N
If funds are not currently available in the specified line item, where are the funds available?
355.800.668.85000

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

_____	_____
John A. Cunningham	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title
Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Drainage Cost Share Consultant and Capital Project for the Kane County Environmental & Water Resources Department

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

Contact:
Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? No	Appropriation Amount: $160,000
If not budgeted, explain funding source: 355.800.668.85000	

Summary:

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

A **Proposed Program Name**

Drainage Cost – Share Program Consultant

B **Proposed Program Summary**

Kane County has a myriad of historic urban flooding and nuisance drainage problems in the older unincorporated subdivisions which pre-date the 2001 County Stormwater Ordinance. Since 1993, Kane County has utilized a Drainage Cost-Share Grant Program funded through the Grand Victoria Riverboat Foundation (GVRF) to split drainage infrastructure project costs with willing property owners seeking assistance from the County. This partnership has resulted in hundreds of drain problems being solved and is the primary means by which the County can assist landowners with solving significant drainage problems. A significant part of those GVRF grant funds are used each year by the Water Resources Dept to contract with a drain tile consultant to provide the needed technical assistance for problem investigation and development of the drainage solution. As the GVRF funds are continuing to diminish while the drainage problems continue as infrastructure ages in the older parts of Kane County, it would be best to fund the annual technical assistance costs from the ARPA Grant to maximize the GVRF funds that could be allocated to the construction of the drainage cost share projects themselves.

Questions:

1. The application mentioned that poor drainage has historically impacted economically depressed neighborhoods and many of the potential projects will be in these 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 potential infrastructure projects? The South Park Drainage Project is located partially in Cenus Track 8543.01 with a median household income of $49,000, an Opportunity zone. The other projects are not located in low-moderate income areas

2. The application mentioned hiring a drainage consultant. We reviewed the variety of services listed on the "DrainageCost-ShareProgramConsultant_Scope" supporting document. Will any services provided not directly lead to a potential infrastructure project? No

3. The budget table list contractual services expenses for a 3 year period (2023-2025). Are there any additional contractual service expenses expected to occur after 2026? If so, please provide the estimated ongoing costs. No

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

Hiring consultants to manage the pre-construction portion of repairing and replacing drainage systems is potentially eligible under the final rule. Projects to repair and/or replace drainage systems are likely eligible because repairing drainage supports water management, and conservation. Projects to conduct the pre-project and design work to enable an infrastructure project to occur may be considered the planning portion of an infrastructure project. Hiring a consultant may be allowable if the services provided relate to water infrastructure projects or potential infrastructure projects. After reviewing the "DrainageCost-ShareProgramConsultant_Scope" supporting document provided, all services appear to be project related.

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	5.5 Clean Water: Other Sewer Infrastructure
D.5	Additional SLFRF Expenditure Categories for consideration	5.6 Clean Water: Stormwater
D.6	Comments regarding additional SLFRF Expenditure Categories	The drainage consultant will provide sewer and flood related services. Storm water would fall under flood services because they are one potential cause of floods.
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?	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	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**

Hiring consultants to manage the pre-construction portion of repairing and replacing drainage systems is potentially eligible under the final rule. Projects to repair and/or replace drainage systems are likely eligible because repairing drainage supports water management, and conservation. Projects to conduct the pre-project and design work to enable an infrastructure project to occur may be considered the planning portion of an infrastructure project. Hiring a consultant may be allowable if the services provided relate to water infrastructure projects or potential infrastructure projects. After reviewing the "DrainageCost-ShareProgramConsultant_Scope" supporting document provided, all services appear to be project related.

1) Connection to infrastructure
• "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)

2) Drainage infrastructure projects
•"SLFRF funds are available for projects related to the provision of drinking water. Moreover, since issuance of the interim final rule, the EPA has adopted a class deviation from the DWSRF regulations that permits such dam and reservoir rehabilitation projects in certain circumstances. In approving this class deviation, the EPA recognized that many dams used for drinking water are aging and deteriorating and pose a public health risk to communities;" (Page 4415)
•"As noted in the EPA’s class deviation, examples of dam rehabilitation projects include spillway reconstruction or repair; dam resurfacing, patching, or other structural repairs, including minimal height increases if needed to maintain the structural integrity of the dam; grouting for seepage control or liquefaction remediation (e.g., epoxy resin, asphalt, or rock); repair or replacement of drainage systems;" (Page 4415)

3) Flood infrastructure projects
•"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)

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

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

Appropriate water management, and drainage support positive public health outcomes.

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**

This program addresses one of the root causes of flooding by reducing drainage problems through a partnership with landowners.

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 it item 18 is populated with "Yes".**

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

Many of the potential drainage projects the drainage consultant will assist our department with planning and constructing are located in areas that have had historically poor drainage and are often found in economically depressed neighborhoods. Funding this project would allow many of these drainage problems to be solved or improved.

A **Proposed Program Name**

Kane County Department of Environmental & Water Resources - Drainage Cost-Share Program Capital Project Funding

B **Proposed Program Summary**

Kane County has hundreds of historic urban flooding and nuisance drainage problems in the older unincorporated subdivisions which were built before the Stormwater Ordinance. Since 1993, Kane County has utilized a Drainage Cost-Share Grant Program funded through the Grand Victoria Riverboat Foundation (GVRF) to split drainage infrastructure project costs with willing property owners seeking assistance from the County. This partnership has resulted in hundreds of drain problems being solved and is the primary means by which the County can assist landowners with solving significant drainage problems. GVRF funds are continuing to diminish while the drainage problems are increasing due to aging infrastructure and impacts of climate change (more & bigger storms). An additional funding source for fixing these drainage problems is critical to leverage with the diminishing GVRF funding the Water Resources Dept is expecting next year and beyond.

Questions:
1. The application mentioned that poor drainage has historically impacted economically depressed neighborhoods and many of the potential projects will be in these 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 potential drainage infrastructure projects?The South Park Drainage Project is located partially in Cenus Track 8543.01 with a median household income of $49,000, an Opportunity zone. The other projects are not located in low-moderate income areas

2. The application mentioned several community partners (Townships / HOAs / Individual property owners). Is the list of partners still accurate? If not, please clarify who the partners will be. Yes, the list is standard patners for Cost-Share projects

3. The budget table list contractual services expenses for a 3 year period (2023-2025). Who will be providing the contractual services and what type of services will they provide? Are there any additional contractual service expenses expected to occur after 2026? If so, please provide the estimated ongoing costs. Most projects are constructed by an underground construction company following the County Purchasing policy for procurement.

4. How many residents are expected to take advantage of the Drainage Cost-Share program each year? It depends on the project size, some projects are 2-3 property owners and others are for the benefit of an entiire subdivision like South Park and Wildwood West that both have over 100 homes

5. How are the funds allocated? Is it a cash grant to landowners, or does the County pay contractors directly? Both, depending on the project, the homeowner can contract for the work that we inspect it then release the funds, for larger projects, the residents may pay the county their share and they we contract for the work, or several subdivisions have Special Services Areas that can be used to fund their part of the project.

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

Drainage Infrastructure Projects are an enumerated use under the final rule. The repair or replacement of drainage systems is specifically mentioned in the EPA's class deviation on the final ruling. Additionally, the Treasury allows both publicly and privately owned, permitted and unpermitted projects that manage, reduce, treat, or recapture stormwater or subsurface drainage water as eligible projects. Projects to repair and/or replace drainage systems are likely eligible because repairing drainage supports water management and conservation.

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	5.5 Clean Water: Other Sewer Infrastructure

D.5	Additional SLFRF Expenditure Categories for consideration	5.6 Clean Water: Stormwater
D.6	Comments regarding additional SLFRF Expenditure Categories	Storm water would fall under flood services because they are one potential cause of floods.
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?	Yes
D.12	Does the proposed project include subrecipients/beneficiaries?	Yes
D.13	What is the estimated number of subrecipients/beneficiaries?	20
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**

Drainage Infrastructure Projects are an enumerated use under the final rule. The repair or replacement of drainage systems is specifically mentioned in the EPA's class deviation on the final ruling. Additionally, the Treasury allows both publicly and privately owned, permitted and unpermitted projects that manage, reduce, treat, or recapture stormwater or subsurface drainage water as eligible projects. Projects to repair and/or replace drainage systems are likely eligible because repairing drainage supports water management and conservation.

1) Connection to infrastructure
• "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)

2) Drainage Infrastructure projects
•“Publicly and privately owned, permitted and unpermitted projects that manage, reduce, treat, or recapture stormwater or subsurface drainage water are eligible. For example, projects that are specifically required by a Municipal Separate Storm Sewer System (MS4) permit are eligible, regardless of ownership.” (P.4412)
•"SLFRF funds are available for projects related to the provision of drinking water. Moreover, since issuance of the interim final rule, the EPA has adopted a class deviation from the DWSRF regulations that permits such dam and reservoir rehabilitation projects in certain circumstances. In approving this class deviation, the EPA recognized that many dams used for drinking water are aging and deteriorating and pose a public health risk to communities;" (Page 4415)
•"As noted in the EPA’s class deviation, examples of dam rehabilitation projects include spillway reconstruction or repair; dam resurfacing, patching, or other structural repairs, including minimal height increases if needed to maintain the structural integrity of the dam; grouting for seepage control or liquefaction remediation (e.g., epoxy resin, asphalt, or rock); repair or replacement of drainage systems;" (Page 4415)
•“Making necessary investments in water, sewer, and broadband infrastructure. A recipient may use funds to make the following investments in water, sewer, and broadband infrastructure… (ii) 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)

3) Flood infrastructure projects
•"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)



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

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

No further information required because drainage infrastructure to handle stormwater is considered an enumerated use.

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**

No further information required because drainage infrastructure to handle stormwater is considered an enumerated use.

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**

No further information required because drainage infrastructure to handle stormwater is considered an enumerated use.

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 it item 18 is populated with "Yes".**

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

Many of the potential drainage projects are located in areas that have had historically poor drainage and are often found in economically depressed neighborhoods. Funding this project would allow many of these drainage problems to be solved or improved.

Drainage Cost-Share Program Consultant

Requirements & Scope of Services to Support Drainage Cost-Share Program

Drainage System and Drain Tile Location, Investigation and Probing Services to include but not limited to: detailed library of County tiles previously located; relationship with local farmers and Kane County Farm Bureau staff; minimum of 30 years of tile location experience (firm) or 15 years of tile location experience (individual); equipment and crew necessary for complete investigations including television equipment, dye testing expertise, probing equipment, construction assistance, repair crew and materials, and underground crew with operator.

Flood Event Assistance including but not limited to: relief efforts which may include providing and maintaining pumping equipment, arranging and coordinating underground contractors and material suppliers, negotiating costs, and 24-7 on-call assistance; assisting County staff in documenting flooding at projects around the County; removing blockages and emergency repairs; documentation of high water elevations; assisting the public by answering questions and providing resources for flood relief.

Drainage Complaint Assistance including but not limited to: responding to drainage complaints on an on-call basis; representing a positive, understanding and non-confrontational image for the County; providing timely assistance to residents; providing a non-technical explanation that is clear and understandable; providing resident with contacts and resources; providing residents information about Illinois Drainage Law backed by experiences in applying the law.

Drainage Project Technical Assistance including but not limited to: providing drain tile mapping of the area; performing field investigations with Water Resource staff; developing exhibits with air photos and drainage patterns for visual aids during meetings; working with Water Resource staff to develop options for project and logical steps for information gathering and project development; working with Water Resource staff to develop cost-estimates utilizing Local Contractors and visiting the project area; assist Water Resource staff in evaluating engineering scopes for RFP requests; working collaboratively with Engineers to provide background on projects and reviewing design plans for constructability; assisting engineers with design of groundwater control systems that will be low maintenance in the future based on actual experiences the Consultant has had in the field; presentation assistance at resident meetings and professional mannerisms that lend themselves to creating a collaborative, consensus building atmosphere.

Drainage Project Construction Assistance including but not limited to: pre-bid field walk to review engineering plans for construability; evaluation of bids received and qualification of bidders; negotiation assistance; pre-construction attendance; part-time construction observation on small drainage project to ensure proper adherence to plans; documentation of work completed and communication to Water Resource staff regarding changes, improvements or obstacles occurring during construction; provide suggestions and recommendations for project improvements; work with local suppliers on changes and expedited equipment orders; oversight of contracted field observers on larger projects that require full time inspection to ensure compliance with County standards and expectations of full time observers; pay request review assistance including providing options on extras and changes in scope; final walkthrough and punchlist assistance if not provided by the full time contracted observer on larger projects.

COUNTY OF KANE

KANE COUNTY DEVELOPMENT & RESOURCE MANAGEMENT DEPARTMENT

WATER RESOURCES DIVISION
Paul M. Schuch, P.E., CFM
Director

County Government Center
719 Batavia Avenue
Geneva, IL 60134
Phone: (630) 232-3497
Fax: (630) 208-3837
e-mail: SchuchPaul@co.kane.il.us
website: http://www.co.kane.il.us

Cost-Share Drainage Improvement Program
Policy and Guidelines for the Allocation and Disbursement of Assistance Funds for Stormwater and Subsurface Drainage Improvements

Revised May 19, 2009

Purpose

This policy and associated guidelines are intended to be used by residential property owners or units of local government (the "participants") to engage the County of Kane to provide and fund technical assistance and public improvements that will aid in solving stormwater and subsurface drainage problems in the older residential areas of the County. These projects shall provide public benefits; promote the health, safety and welfare of citizens; and improve the drainage on private and/or public property in Kane County, Illinois.

Program Overview

Drainage problems considered under this program must exist within the unincorporated areas or may be located within the limits of the smaller municipalities, provided an intergovernmental agreement exists between the County and the municipality. Participants in the program understand that the program is typically a voluntary program. Participants will not use the services of the County, their consultants, contactors, to go against the other participants in the program, to improve their drainage to the detriment of others, or to initiate any legal action against anyone either during or after the completion of drainage improvements associated with the program.

Initial contact with the County may be with a phone call, e-mail or letter to initiate an evaluation process. Drainage problems are evaluated by the Water Resources Division staff and classified by severity. Problems that have a high severity will get a higher priority for assistance. Problems that have a low severity may not be eligible for any funding assistance and may only receive limited technical assistance beyond the initial evaluation. When drainage problems are found to be of a medium to high severity, the participants will need to file a formal application in writing, either with a standard form letter or application form, for funding assistance.

Upon acceptance of the application, the staff will begin the first phase of assisting the participants, which includes defining the details and scope of the problem, verifying its severity, establishing the priority of the problem, and estimating the costs of technical services and construction.

The staff may engage outside professional services to prepare technical project documents including, but not limited to topographic surveys, concept and preliminary engineering, final engineering, construction contract documents and permit applications.

Upon completion of the preparation of the above project documents and a more detailed estimate of the construction costs, a presentation will be made to the Development Committee to inform the Committee of the project location; project participants; the estimated project construction costs; a detailed funding approach, including the cost-share participants; each of the participants cost-share amounts; the percentage of the construction costs borne by each participant; and any additional information needed for review and approval from the Development Committee to begin the construction phase. It is understood that no project will be reviewed or approved by the Committee without a financial commitment from each of the participants.

A final presentation will be made to the Development Committee upon completion of the project's constructed improvements, including the project's final costs and a report on the success of the project.

Annual reports will be presented to the Development Committee at the close of the fiscal year listing all projects that have been presented and completed during that fiscal year. The report will also list the status of all Cost-Share Drainage projects in multi-year programming and the estimated costs for each project spent to date by the County and the other participants

Program Guidelines

The following guidelines are to be followed when working under the Kane County Cost-Share Drainage Improvement Program:

A. Definitions

- Damage: Destruction, injury or harm caused to persons or things.
- Drainage Improvements: Pipes, tiles, manholes, inlets, ditches swales, detention basins, ponds, restrictors, storm sewers, etc. that are constructed to improve the flow and/or storage of surface or subsurface water.
- Drainage Problem: An impediment or blockage to the flow of surface or subsurface water from rainfall or groundwater sources, which causes an undesirable ponding or flooding of the ground surface, structures, roadways, and which interferes with the public health safety and welfare.
- Nuisance Flows: A dry weather flow resulting from groundwater pumped by sump pumps or other human activities not directly related to rainfall events or surface runoff.
- Participants: Individuals, groups of citizens, homeowners associations, township road districts, municipalities and other entities that own property that is experiencing a drainge problem and who are willing to share the construction costs of drainage improvements.
- Severity: Degree of damage or potential damage to property or persons determined by assessing the risk to public health, safety and welfare, which is a numerical ranking from 1 (lowest severity) to 5 (highest severity) for currently occurring damage that requires emergency action.

B. Eligibility

Drainage problems considered under this program must exist within the unincorporated areas of the County or may be located within the limits of the smaller municipalities, provided an

intergovernmental agreement exists between the County and the municipality to participate in the investigations, surveys, engineering design and construction costs associated with drainage improvements. The drainage problems must also be located or associated with damage to residential properties. The program is not intended to cover any other types of property, such as commercial, industrial, agricultural, institutional, etc. unless there is a significant residential drainage problem that can only be relieved through the cooperation and cost-sharing by owners of these other types of property.

C. Initiation of Work

Initial contact with the County may be with a phone call, e-mail or letter complaint about drainage from potential participants, which shall be brought to the attention of the Director Water Resources ("Director"). The initial contact should be followed up in writing with a brief narrative and pertinent sketches. Signatures should be attached of all known affected property owners.

D. Evaluation; Classification; and Work and Funding Prioritization of Projects

An initial evaluation of the drainage complaint will be made by the Water Resources Division staff. The staff will begin the evaluation process by researching existing County or similar office records of topography, drainage patterns, soils, existing drainage improvements, and historical photos readily available to the staff. This work may also include a brief field investigation and interviews with the participants.

The drainage problem will be classified into one of the following five levels of severity, with 5 being the highest level of severity:

1. Drainage problems that decrease the **cosmetic** or aesthetic value of property.
2. Drainage problems that cause the collection of **nuisance** drainage flows in ditches or yards during a majority of the year so that vegetation cannot be established or maintained.
3. Drainage problems that have the **potential** of causing damage to the property described in number 4 below, or that cause an extended duration of standing water and a saturated ground conditions.
4. Drainage problems that are the **recent** cause of damage to any habitable structure or contents thereof, or the immediate cause of damage or failure to a private well or sewage disposal system.
5. Drainage problems that are an **emergency** with current damage to property that requires immediate attention to protect the health, safety and welfare of residents and/or other citizens.

Drainage problems that are the most severe, as determined by the Director, shall receive a higher priority for work, funding or other assistance. If problems of similar severity are brought to the Director's attention at different times, then the problems shall be worked on and/or funded in the chronological order they come in. Lower priority projects may get pushed back by projects with a higher severity that comes in later.

E. Phasing

If a project is divided into phases, the priority of the latter phases may be lowered if the severity of the drainage problem decreases after the initial phase(s) are completed or other more severe

projects are programmed. Projects may be constructed in phases with repeat funding in successive years. In that case, successive phases shall be reprioritized year by year based on availability of funds.

F. Funding Sources

The following funding sources may be used and historically have been available to the property owners and the County. This program is funded year-to-year in the County Budget and these policies and guidelines do not obligate the County to fund the program in any given year.

- Individual Property Owners and Homeowners Association
- County CDBG Program
- Township Road Districts
- Other units of local government or agencies
- Private Developer Donations
- Other Grants and funding sources

Another funding source for the residents share of the project costs may be a Special Service Area (SSA), which is a taxing district specifically established to assess a tax for the construction and/or long-term operation and maintenance of the drainage improvements. With an SSA, the County obtains funds up front to pay the residents portion of the construction costs. They are then paid back over time on the resident's property tax bill, typically over a 10-year period. A simple majority of the residents may petition the County to form an SSA. All properties that contribute stormwater to the area needing drainage improvements are typically included in the proposed SSA. A public hearing is held by the County for those residents who may not want to be included in the proposed SSA. If objectors provide sufficient reasons at the public hearing to have their property removed from the proposed SSA, then the County may choose to allow them to be removed. The County then passes an ordinance establishing the SSA over the remaining properties.

G. Funding Maximums and Approvals

For small projects that involve only a few residential properties and where total construction costs are typically less than $10,000, the County may pay up to 100% of the investigation and engineering costs and up to 50% of the construction cost, unless a municipality or Township Road District is a participant in the project, whereby the County's construction cost will be limited to approximately 33% of the total construction cost.

For medium and large projects, when funds other than County and homeowner funds are necessary to make the project financially feasible for both the County and the homeowners, the County will leverage additional participants or funding sources so that the County's construction cost will be approximately 33% of the total construction cost.

The Director may allocate and spend funds among the programmed projects up to the maximum dollar amounts in the current County budget and under County Purchasing Policy without Development Committee approval, including construction amounts up to $5,000. However, construction funding over $5,000, professional service contracts over $15,000, requests to advertise for bids, and funding sources and mechanisms in intergovernmental agreements shall be reviewed and approved by the Development Committee.

H. Funding Alternates and Approvals

Funding in lieu of cash from municipalities, Township Road Districts, or groups of individuals may be in-kind services, the direct purchase of materials, or the direct hiring of construction services for the installation of improvements. Cash equivalents for in-kind service construction costs shall be based on the IDOT-MFT rates for machine and manpower as published from time-to-time by the IDOT Bureau of Local Roads.

Quotes from material suppliers and contractors shall be reviewed and found to be acceptable by the Director in accordance with the County Purchasing Policy prior to ordering materials or commencement of services. Invoices from material suppliers and contractors shall match the unit prices and substantially match the quantities previously found to be acceptable by the Director. Change orders shall be approved by the Director prior to ordering materials or constructing the improvements associated with the change order. The County reserves the right to reject without prejudice or penalty any funding in lieu of cash, material quotes or contractor quotes found to be unacceptable to the County Purchasing Policy, or unacceptable to the Director or the Development Committee.

I. Payment

All funding from the County will be paid directly to providers of professional services or the contractor. No funds from the County will be paid directly to property owners except in cases where property owners request reimbursement after paying a material supplier or contractor in full. Appropriate documentation including copies of invoices and final lien waivers or receipts from the material supplier or contractor marked "paid in full", and signed by the material supplier or contractor, must be supplied to the County at a minimum.

Funds from property owners shall be held by the County in a separate fund for the purpose of ensuring cooperation and participation by the various property owners involved. The county will not hold any funding from other units of government or agencies unless specifically described in an intergovernmental agreement.

Disbursement of County funds shall occur simultaneously with disbursement of the matching funds of the homeowners or local agency. There will be no commingling of local funds with County funds. Contracts may be entered into by the County, the homeowners or by the local agency and if not the County, then it shall be the other entity's sole responsibility to provide any necessary bonds, permits, escrow accounts, etc. to the satisfaction of the County. Payment shall be made directly to a contractor or a local government agency upon satisfactory completion of the project. Payment shall <u>not</u> be made to a group of homeowners except as noted above in Section I. The County shall give a letter to the contractor or local agency to guarantee payment of the County share if so requested.

J. Liability

The participants, including homeowners, property owners, Homeowners Associations, and local agencies and their agents, successors and assigns, agree to hold harmless the County and its employees, agents and consultants from and against any and all claims, actions, damages, liability and expense in connection with any negligence, loss of life, personal injury or damage to property arising from or out of any occurrence or cause reasonably related to or resulting directly or indirectly from the County's participation and funding of the drainage investigations or drainage improvements on their property.

K. Reporting

The Director Water Resources shall administer the program and annual reports will be presented to the Development Committee at the close of the fiscal year listing all projects that have been presented to the Committee and completed during that fiscal year. The report will also list the status of all Cost-Share Drainage Projects in multi-year programming and the estimated costs for each project spent to date by the County and the other participants.

L. Duration

The Cost-Share Drainage Improvement Program is dependent upon County funding from year to year and may be discontinued at any time based on availability of funding and staff resources. Only projects that are in the construction phase will receive continued funding if the program is discontinued. All other projects in any other phase will be put on indefinite hold.

M. Ownership, Acceptance, Operation and Maintenance of Drainage Improvements

The County generally does not own drainage improvements on property not deeded to the County. Upon completion of the project, and final acceptance of the constructed drainage improvements from the contractor by the participants and the County, a letter will be sent to all the residents and other participants by the County to turn over all ownership, operation and maintenance obligations regarding the drainage improvements to the property owners and/or the local agencies, unless otherwise agreed to by the County, such as with an agreement to take over ownership or the formation of a Special Service Area to fund the construction, operation and maintenance of the drainage improvements. This letter should be kept by all participants as a record of ownership, operation and maintenance responsibility.

N. Design Standards

All investigations, engineering design, and construction documents shall be done in accordance with Illinois Drainage Code, the latest version of the Kane County Stormwater Ordinance, the *Illinois Drainage Guide* for agricultural drainage, and standard municipal and rural stormwater engineering methods and practices. All materials and placement of materials shall comply with standards as set forth by the American Society for Testing of Materials (ASTM) and the Illinois Department of Transportation (IDOT). If homeowners or their contractor(s) choose not to follow the above design standards and wish to proceed with construction of improvements or with materials or work that are not in compliance with the above acceptable standards, then the County may revoke the approvals given to the project, eliminate any remaining work to be done, and any County monies that were to be spent on the project shall remain with the County.

O. Qualified Contractors

Only contractors that are familiar with the specialties of drainage in rural subdivisions and farm land shall be considered to perform the work to construct the drainage improvements. The contractors shall be pre-qualified by the County and the selection of the contractor to perform the work shall be in accordance with the County Purchasing Policy.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-23-752

AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT WITH NORTHERN ILLINOIS FOOD BANK WITH FUNDING ALLOCATED FROM STATE AND LOCAL FISCAL RECOVERY FUNDS

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

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

WHEREAS, pursuant to ARPA and the administrative regulations adopted by the United States Department of the Treasury ("Final Rule"), the County of Kane shall use the SLFRF to defray costs associated with its response to the 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, Northern Illinois Food Bank is a 501c3 non-profit organization that acquires and distributes food to member agencies in Kane County whose mission is to provide nutritious food and resources for our neighbors, with dignity, equity and convenience through partnerships and innovation with a vision of everyone in Northern Illinois having the food they need to thrive; and

WHEREAS, Northern Illinois Food Bank and their member agencies have seen a 50% increase in the number of neighbors requesting food assistance since the 2020 onset of the COVID-19 pandemic; and

WHEREAS, Northern Illinois Food Bank has the ability to order food in bulk from established vendors to maximize the grant funding available; and

WHEREAS, Northern Illinois Food Bank purchases food that is made available to member agencies on their on-line shopping list; and

WHEREAS, , the Final Rule provides that SLFRF may be used to provide assistance to non-profits that serve a population that was disproportionately impacted by the COVID-19 pandemic, and Northern Illinois Food Bank serves Kane County residents impacted by the health and economic outcomes of the pandemic in particular by rising food costs and living costs caused by inflation and supply chain disruptions; and

WHEREAS, Northern Illinois Food Bank has seen a 42% increase in individuals served in FY23 YTD (July 2022 - April 2023) over FY22 (July 2021 - June 2022) and a decline of 52% in government and 27% in private funding as well as a decline of 73% in government food donations and 8% in private food donations since FY21 at the height of the pandemic.

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 SLRF; and

WHEREAS, the ARPC has recommended that the County allocate $2,500,000 (Two million, five hundred thousand dollars) of SLFRF to be distributed to Northern Illinois Food Bank as a grant for food purchase to be distributed as outlined in the parameters set forth in Exhibit A, and utilized in accordance with ARPA, the Final Rule, related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations; and

WHEREAS, this usage of SLFRF money has been reviewed by County staff and the State's Attorney's Office, and a risk assessment has been completed by the consultant Ernst & Young who has determined that this is an eligible and safe use of SLFRF (see Exhibit B).

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Kane County Board Chairman is authorized to execute a grant agreement with Northern Illinois Food Bank in the amount $2,500,000 (Two million, five hundred thousand dollars) of SLFRF, to be distributed as a outlined in the parameters set forth by Exhibit A, in accordance with the terms established pursuant to the template grant agreement (see Exhibit C), with final form of the grant agreement to be approved by the State's Attorney's Office.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board that $2,500,000 (Two million, five hundred thousand dollars) of SLFRF shall be allocated as a grant to Northern Illinois Food Bank that serves a population that was disproportionately impacted by the COVID-19 pandemic, as outlined in Exhibit A, utilized in accordance with ARPA, the Final Rule, related guidance by the United States Department of the Treasury, and any other Federal, State, and local laws and regulations, and the American Rescue Plan Program Manager will ensure that all eligible expenses are consistent with the terms established pursuant to the template grant agreement (see Exhibit C), are reviewed and verified by the American Rescue Plan consultant, Ernst & Young, and the State's Attorney's Office, that all eligible expenses are processed for payment through the Finance Department and the County Auditor, and will further coordinate with the County Treasurer the payment and delivery of the reimbursements to Northern Illinois Food Bank.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board that the following adjustments be made to the Fiscal Year 2023 budget to provide funding for this grant:

$450,000	External Grants	355.800.668234.55010
($450,000)	Allowance for Budget Expense	355.800.668.85000

Line Item: 355.800.668234.55010
Line Item Description: External Grants
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? No
Are funds currently available for this Personnel/Item/Service in the specific line item? No
If funds are not currently available in the specified line item, where are the funds available?
355.800.668.85000

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

_____	_____
John A. Cunningham	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Execution of a Grant Agreement with Northern Illinois Food Bank with Funding Allocated from State and Local Fiscal Recover Funds

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

Contact:
Jarett Sanchez, 630.444.1224

Budget Information:

Was this item budgeted? No	Appropriation Amount: $450,000
If not budgeted, explain funding source: 355.800.668.85000	

Summary:

Northern Illinois Food Bank is a 501c3 non-profit organization that acquires and distributes food to member agencies in Kane County whose mission is to provide nutritious food and resources for our neighbors, with dignity, equity and convenience through partnerships and innovation with a vision of everyone in Northern Illinois having the food they need to thrive. This resolution is to allocate $2,500,000 (Two million, five hundered dollars) of SLFRF to be distributed to Northern Illinois Food Bank as a grant for food purchase to be distributed to Kane County member agencies.

Kane County American Rescue Plan Act Fund
Northern Illinois Food Bank Grant

Executive Summary

General 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 American Rescue Plan Act Funds for programs aimed at helping non-profit 501(c)3 organizations with support by way of grant program for those qualifying organizations.

The Meal Gap numbers report that 53,176 individuals (10%) are food-insecure in Kane County. The Food Bank and our member agencies in Kane County collect monthly numbers of people served through food pantries, soup kitchens, shelters and other food assistance programs. From July to December 2022 our network in Kane County served a monthly average of 49,961 individuals (duplicated), which was a 30% increase over FY22 (July 2021 – June 2022). From January to April 2023, our network has served a monthly average of 61,284 individuals (duplicated), which was a 23% increase over the prior six months. Our member agencies are reporting higher numbers than during the height of the COVID-19 pandemic and across our service area we are seeing a 50% increase over pre-pandemic numbers. With continued inflation and an uncertain economy as well as recent reductions in SNAP benefits this is causing more residents to turn to our network for food assistance.

Northern Illinois Food Bank will use grant funds to purchase food in bulk from established vendors and make available to member agencies in Kane County. The Food Bank's member agencies include 24 food pantries, five soup kitchens, two group homes, one shelter and one daycare. Northern Illinois Food Bank member agencies are our most effective way of reaching neighbors in need with regular access to nutritious food. For FY23 year to date (July 2022 – April 2023) member agencies have distributed 88% of the total meal distribution in the county.

It is requested that the board set aside two million, five hundred thousand ($2,500,000) for this initiative and has established the following criteria regarding applicant eligibility and the types of expenses that are eligible for reimbursement under the program.

Applicant Eligibility

In order to be eligible to apply for assistance under this program, organization must meet the following criteria:

1. Be fully incorporated and operating as a 501(c)3 as of Jan 1, 2019.
2. Deliver services from a facility that is physically located within Kane County.
3. Be in good standing with all applicable federal, state, and local standards and requirements.

Grant Terms

An award under this program shall be issued as a grant and shall be disbursed to grantee on a reimbursement basis.

The grant agreement will begin when the contract is signed and remain in effect through the end date of November 30, 2026. Northern Illinois Food Bank will request reimbursement of grant funds quarterly by the 15th of the following month with receipts for food purchased. Northern Illinois Food Bank will supply a quarterly report detailing which member agencies received the food purchased, quantities distributed, and percentage of disproportionally impacted communities served within Kane County with the grant funds.

Grantee 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 applied to eligible costs that have occurred on or before September 30, 2026. An extension for grant fund expenditure must submit such request to the American Rescue Plan Committee in writing forty-five (45) days prior to that deadline.

Eligible/Ineligible Expenses

Applicant may seek reimbursement of expenses under this program, provided they were incurred since the contract was signed and were not reimbursed under another source of financial assistance.

Funds may only be used for purchase of food for distribution to member agencies though the Food Bank's online shopping list at no cost to the member agencies to provide assistance to food-insecure Kane County residents. See attached current list of member agencies. Please note that new agencies could become members during the three-year grant period and some agencies may not remain members. Northern Illinois Food Bank will notify the County of changes to member agencies during the reimbursement/reporting process.

Name	Address	City	FBC Agency Category Code
All Peoples Interfaith Food Pantry	256 E. Chicago Street	Elgin	PANTRY
Assisi Homes Batavia Apts	1259 E. Wilson Street	Batavia	YOUTH PROG
Aurora Interfaith Food Pantry	P.O. Box 2602	Aurora	PANTRY
Batavia Interfaith Food Pantry	100 Flinn Street	Batavia	PANTRY
Between Friends Food Pantry	52 Wheeler Road	Sugar Grove	PANTRY
BHS Center - Elgin LSSI	675 Varsity Dr.	Elgin	GROUP HOME
Burlington-Hampshire Area Food Pantry	147 Mill Ave	Hampshire	PANTRY
Centro De Informacion	1885 Lin Lor Lane	Elgin	PANTRY
Church of the Brethren	783 W. Highland Avenue	Elgin	SOUP KITCH
Community Crisis Center	37 S. Geneva St.	Elgin	PANTRY
Countryside Food Pantry, Inc.	525 N. Main Street	Elburn	PANTRY
D300 Food Pantry	100 Cleveland Avenue	Carpentersville	PANTRYSBFP
First Congregational UCC Soup Kitchen	256 E. Chicago St.	Elgin	SOUP KITCH
FISH Pantry of Carpentersville	150 S. Kennedy Drive; Unit 8B -11A (SITE)	Carpentersville	PANTRY
Food for Greater Elgin	1553 Commerce Drive	Elgin	PANTRY
FUMC Soup Kitchen - Elgin	216 E. Highland Avenue	Elgin	SOUP KITCH
Harvest Bible Chapel - Elgin	1000 N Randall Road	Elgin	PANTRY
Holy Angels Pantry	204 S. Russell Ave	Aurora	PANTRY
Holy Trinity Lutheran Soup Kitchen	357 Division Street	Elgin	SOUP KITCH
Hope For Tomorrow	537 Hartford	Aurora	REHAB RES
Marie Wilkinson East Comm F.P.(@ East Aurora H.S.)	500 Tomcat Lane (school) DLVY site: 801 Ziegler	Aurora	PANTRYSBFP
Marie Wilkinson Food Pantry	834 North Highland Avenue	Aurora	PANTRY
Salvation Army Aurora	550 Redwood Drive	Aurora	PANTRY
Salvation Army Elgin	316 Douglas Avenue	Elgin	PANTRY
Salvation Army St. Charles	1710 S. 7th Avenue	St. Charles	PANTRY
Sandwich Board	218 E. Benton Street	Aurora	SOUP KITCH
Shepherd's Heart Food Pantry	2300 South Street	Geneva	PANTRY
South Elgin Food Pantry	400 W. Spring Street	South Elgin	PANTRY
St. Peter Community Food Pantry	1891 Kaneville Road	Geneva	PANTRY
Two Rivers Head Start - Aurora	1661 Landmark Road	Aurora	PANTRY
Two Rivers Head Start - Elgin	418 Airport Road	Elgin	PANTRY
Wayside Cross Ministries	215 E. New York St.	Aurora	SHELTER
Westside Church Of Christ	12N266 Randall Road	Elgin	PANTRY
YWCA of Elgin - SACC Daycare	220 E. Chicago Street	Elgin	DAYCARE

A **Proposed Program Name**

Northern Illinois Foodbank

B **Proposed Program Summary**

Northern Illinois Food Bank is grateful for the ARPA awards from Kane County to the Food Bank and member agencies. The Food Bank award of $68,340 is currently being used to purchase food that will be available on the shopping list for member agencies in December and January. We are requesting the Kane County Board consider additional support of $2.5M over three years (2023-2026) to address food-insecurity and ensure we can continue to provide access to enough nutritious food for our neighbors. We are requesting that the county consider a portion of available funds be allocated to the Food Bank for purchase of food to be made available to all member agencies in Kane County and a portion in direct grants to member agencies based on service numbers and amount of food distributed in past six months.

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

Grants for non-profits are an eligible use if the non-profit is serving a population that was disproportionately impacted by the pandemic. Food assistance is an enumerated eligible use.
A grant to a non-profit could also be eligible if the County can establish that the organization itself was negatively impacted by the pandemic in a manner similar to the Tourism or Hospitality industries. This could take the form of lower donations, or increased demand for their services. In this case, the organization could use the money for operations expenses.

Question
1. Will the funding be spent on anything other than food? No
2. Will the program address equitable outcomes? The food purchased with grant funds will be made available to member agencies who in turn will distribute to low-to-moderate income individuals and families experiencing food insecurity. The long-term economic impacts of the COVID-19 pandemic have increased the number of people requesting food assistance by 50%.

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	2.1 Household Assistance: Food Programs*^	
D.5	Additional SLFRF Expenditure Categories for consideration	2.34 Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^	
D.6	Comments regarding additional SLFRF Expenditure Categories	Depends on if the County is approaching it as the nonprofit is a pass through to support impacted people, or if the nonprofit itself is impacted	
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?	No	agencies are usually considered subrecipients
D.13	What is the estimated number of subrecipients/beneficiaries?	n/a	# of kane agencies
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	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**

Grants for non-profits are an eligible use if the non-profit is serving a population that was disproportionately impacted by the pandemic. Food assistance is an enumerated eligible use.
A grant to a non-profit could also be eligible if the County can establish that the organization itself was negatively impacted by the pandemic in a manner similar to the Tourism or Hospitality industries. This could take the form of lower donations, or increased demand for their services. In this case, the organization could use the money for operations expenses.

Assistance to non-profits
•"(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" (ARPA Final Rule pg. 4450)
•" the organization carrying out the eligible use does not need to have experienced a negative economic impact if it is serving as the vehicle for reaching the beneficiaries. " (pg. 4345)
•"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)

Food Pantry

- "Second, as discussed above, ARPA and the interim final rule provided that nonprofit organizations may also receive funds as subrecipients of a recipient government (i.e., a government that received SLFRF funds); subrecipients carry out an eligible use of SLFRF funds on behalf of a recipient government (e.g., a recipient government that would like to provide food assistance to impacted households may grant funds to a nonprofit organization to carry out that eligible use)." (pg. 4379)
- "For example, enumerated eligible uses to serve impacted communities included food assistance; rent, mortgage, or utility assistance; and counselling and legal aid to prevent eviction or homelessness." (pg. 4441)

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

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

Residents facing food-insecurity are at risk of negative health impacts due to lack of access to enough nutritious food to maintain a healthy diet. This includes access to protein, dairy and fresh produce that are more expensive to purchase at the grocery store than ffast food or prepared and and processed foods that have less nutrtiional content. Lack of access to adequate nutrition puts residents ar risk of diabetes, obesity and other long-term health issues.

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**

In Kane County 53,176 individuals (10%) are reported as food-insecure (Feeding America, Map the Meal Gap 2022). This is primarily due to lack of adequate income to purchase the food they need to lead healthy, active lives. Many residents were impacted by loss of jobs and income due to the COVID pandemic and although they may have returned to work, many are experiencing unpredictable schedules and shorter hours. On top of this the inflation the whole country is experiencing due to the ongoing long-term impacts of the pandemic has led to higher food, utility and gas prices, which is causing more residents to turn to food pantries for help.

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**

Northern Illinois Food Bank's proposed program to purchase food for distribution to member food pantries in Kane County addresses the need for food assistance by ensuring the food pantries have food available to serve the increasing number of neighbors coming to them for help. By providing the food with no cost to the member agencies allows them to stretch their budgets and acquire more food. Food is provided to anyone visiting member food pantries at no cost, enabling them to spend their limited income on housing, utilities, transportation and medical expenses.

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**

Household assistance: food programs

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 it item 18 is populated with "Yes".**

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

The goal of this program is to provide access to nutritious food for food-insecure individuals and households through member food pantries in Kane County. We will achieve this through purchasing food in bulk from established vendors and distributing to member food pantries at no cost to them. This will increase the amount of food available at their locations to serve the increasing numbers of residents visiting for food assistance, due to limited income to afford nutritious food.

Unique Identifier: [insert from Submittable to Header of doc]

GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND [ORGANIZATION LEGAL NAME]

THIS AGREEMENT, having start date of [insert], is entered into by and between the County of Kane ("County"), and Northern Illinois Food Bank ("Subrecipient"), and governs disbursement of the Department of Treasury Coronavirus State and Local Fiscal Recovery Funds by the County to the Subrecipient. The County and Subrecipient shall sometimes be referred to collectively as the "Parties."

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

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

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

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

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

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

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

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

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

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

WHEREAS, this Agreement is intended to distribute a portion of the County's

SLFRF award from the County to the Subrecipient to benefit the citizens of Kane County.

NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

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

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

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

C. Indemnification: The Subrecipient shall indemnify the County, its officers, agents, employees, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Subrecipient and/or its agents, employees or sub-contractors. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. This indemnification shall include, but is not limited to, instances where the County relied upon the certification of the Subrecipient that such expenses which the Subrecipient sought to have reimbursed from the grant funds were eligible and met all requirements for reimbursement, but where the Office of the Inspector General, or any other Federal person, official, or agency that is charged with the auditing and review of expenditures of the grant funds determines that such expenses and/or reimbursement was not permitted under ARPA. In such instances, the Subrecipient agrees to indemnify, reimburse, and make whole the County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other Federal funds owed to the County, or otherwise. The Subrecipient further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the Federal government seeking to recoup the expended SLFRF that the County disbursed to the Subrecipient,

including interest, attorney's fees, or any penalty provided by law. The Subrecipient shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Subrecipient is obligated to indemnify, defend and hold harmless the County under this Agreement. The Subrecipient shall also reimburse the County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of the Subrecipient's use of the grant payments by the Federal government.

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

E. Workers' Compensation: The Subrecipient shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.

F. Insurance: The Subrecipient shall carry sufficient insurance coverage to protect any grant funds provided to the Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. The Subrecipient's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, the Subrecipient shall provide a Certificate of Insurance satisfactory to the requirement of the County. If the Subrecipient is self-insured, then the Subrecipient shall maintain excess coverage over and above its self-insured retention limits.

G. Amendments: This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to ARPA or any regulations promulgated by the Treasury Department or other Federal agency, without need for further written amendment to this Agreement. The Subrecipient agrees to adhere to any amendments to ARPA or any related Federal laws or regulations.

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

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

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

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

J. Debarment / Suspension and Voluntary Exclusion:

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

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

L. Conflict of Interest: The Subrecipient shall maintain written standards of conduct

covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

M. Term: This Agreement shall be effective on [DATE] and shall expire on November 30, 2026, unless terminated pursuant to this Agreement. Any grant funds that are not expended by the Subrecipient at the end of the period of performance for this Agreement shall be returned to the County within 30 (thirty) days. The County is not obligated to provide the Subrecipient with reimbursements for expenses that occur beyond the Budget Period. The Subrecipient may submit a request for extension in writing to the County, at least 45 (forty -five) days prior to the expiration of this agreement. The extension must be approved by the Kane County Board prior to the expiration of this Agreement.

N. Eligible Expenses: The Subrecipient shall spend funds on allowable costs, as described below. The Subrecipient shall spend funds in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF. For the purposes of this agreement, the Subrecipient is authorized to spend the grant funds only for the purposes set forth in **Exhibit A,** which is incorporated herein by reference. **Exhibit A** contains a description of the components of the Subrecipient's program and the eligible uses of grant funds. The Subrecipient agrees that the sole and exclusive decision as to whether or not the Subrecipient's use of the grant funds is approved lies within the discretion of the County. The Subrecipient acknowledges and agrees that the County may deny the use of grant funds which, in the discretion of the County, is not a permitted use of SLFRF under APRA, the Final Rule, and any current and future guidance issued by the Treasury Department. The County's approval of this agreement does not guarantee that the Subrecipient's use of the grant funds will ultimately be approved by the County, the Treasury Department, or the Office of the Inspector General. Any portion of the award that is not used for the purposes set forth in **Exhibit A** shall be repaid to the County.

O. Payments: The sole source of grant payments under this Agreement shall be from the County's SLFRF. The County shall not be obligated to fund the Subrecipient from any other source. The County shall not be obligated to provide any grant funds in excess of the Award Amount under this Agreement. The Subrecipient will submit financial reports to support the payment schedule per the terms in **Exhibit A**. The Subrecipient shall not use grant funds for costs reimbursed or to be covered by other grants, insurance, State or Federal sources, including but not limited to CARES Act programs, FEMA, and any other source of financial recovery from COVID-19.

P. Record Retention: The Subrecipient shall maintain all records and supporting documents, and all records relevant to this Agreement for five (5) years after all SLFRF have been expended or returned to the Treasury Department by the County. The Subrecipient agrees to cooperate with the County and will ensure that it maintains such records to allow the County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order. If any litigation, claim or audit is started before the expiration of this retention period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. The Subrecipient is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements.

Q. Internal Controls: The Subrecipient must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by the County, the Subrecipient must provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's SLFRF award.

R. Specific Conditions: The Subrecipient will comply with any and all specific conditions established by the County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.

S. Monitoring: The County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. The Subrecipient shall participate in monitoring activities at the request of the County. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by the Subrecipient with the Agreement terms.

T. Reporting Procedures: Per Exhibit A, the Subrecipient agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which Subrecipient has used the grant funds under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to a reimbursement request. The County may also request that the Subrecipient comply with audit requests made by the Treasury Department. Such reporting and requests may include documentation of invoices, submission of payroll logs, and proof of contracts. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

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

V. Notices: Any and all notices, which may be required hereunder by any Party to the other Party, shall be executed by either personal delivery in writing or by mail,

registered and certified, postage pre-paid with a return receipt requested. The Subrecipient agrees to keep the County informed of any change in business and/or mailing addresses, as well as telephone, facsimile, email, or any other relevant means of contact and communication. Mailed notices must be addressed to the Parties at the address below:

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

Subrecipient: [Enter Subrecipient Contact Information]

II. SEVERABILITY

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

III. WAIVER

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

IV. CERTIFICATION

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

V. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

Unique Identifier: [insert]
CFDA Number: 21.027

Assistance Listing Title: Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: United States Department of Treasury

Federal Award Identification Number (FAIN): SLFRP0243

Federal Award Date to County: May 18, 2021

Award is for Research & Development: No

Period of Performance Start and End Date: [insert], through November 30, 2026

Budget Period: The timeframe for spending is from [DATE], through September 30, 2026.

Award Amount: Total obligation under this Agreement is: $2,500,000

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

VI. ENTIRE AGREEMENT

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

VII. SIGNATURE AUTHORITY

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

DRAFT

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

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

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

DRAFT

Exhibit A: Program Terms

1. Program Description: 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 SLFRF for programs aimed at helping non-profit 501(c)(3) organizations with support by way of grant programs for those qualifying organizations.

   According to the Subrecipient, the Meal Gap numbers report that 53,176 individuals (10%) are food-insecure in Kane County. The Subrecipient and their member agencies in Kane County collect monthly numbers of people served through food pantries, soup kitchens, shelters and other food assistance programs. According to the Subrecipient, from July to December 2022, the Subrecipient's network in Kane County served a monthly average of 49,961 individuals (duplicated), which was a 30% increase over FY22 (July 2021 - June 2022). According to the Subrecipient, from January to April 2023, the Subrecipient's network has served a monthly average of 61,284 individuals (duplicated), which was a 23% increase over the prior six months. According to the Subrecipient, the Subrecipient's member agencies are reporting higher numbers than during the height of the COVID-19 pandemic and across their service area the Subrecipient is seeing a 50% increase over the pre-pandemic numbers. The Subrecipient indicates that with continued inflation and an uncertain economy as well as recent reductions in SNAP benefits this is causing more residents to turn to the Subrecipient's network for food assistance.

   The Subrecipient will use grant funds to purchase food in bulk from established vendors and make available to member agencies in Kane County. The Subrecipient's member agencies include 24 food pantries, five soup kitchens, two group homes, one shelter and one daycare. According to the Subrecipient, the Subrecipient's member agencies are their most effective way of reaching neighbors in need with regular access to nutritious food. According to the Subrecipient, member agencies have distributed 88% of the total meal distribution in Kane County.

   The Subrecipient has requested that $2,500,000 (Two Million Five Hundred Thousand Dollars) of the County's SLFRF award be allocated to provide food assistance under this Agreement.

2. Purpose of Award: To respond to the public health and negative economic impacts of the COVID-19 pandemic by providing assistance to a non-profit that provides food assistance to a population that was disproportionately impacted by the COVID-19 pandemic.

3. Eligible Costs: The Subrecipient is authorized to seek reimbursement from the County for eligible expenses in an amount not to exceed $2,500,000 (Two Million Five Hundred Thousand Dollars). The Subrecipient agrees to seek reimbursement for eligible expenses incurred from the date of execution of this Agreement until September 30, 2026. "Eligible costs" under this Agreement is the purchase of food for distribution to member agencies through the Subrecipient's online shopping at no cost to the member agencies to provide assistance to food-insecure Kane County residents. The Subrecipient shall seek reimbursement of eligible costs under this Agreement that were incurred after the execution of this Agreement and have not been reimbursed under another source of financial assistance. The County maintains the sole and exclusive decision over whether costs submitted by the Subrecipient for reimbursement are eligible under this Agreement.

   The "member agencies" are the agencies listed in the attachment to Resolution 23-###. If the Subrecipient adds new member agencies that will receive food purchased with grant funds under this Agreement, or if an organization is no longer considered a member agency during the term of the Agreement, the Subrecipient will promptly notify the County.

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

5. Required Reporting

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

b. Financial reports: At the County's request, the Subrecipient shall submit financial reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and the Subrecipient's implementation of the Program. Financial reports shall describe the expenditures related to this Agreement. The Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of financial reports required in connection with this Agreement and the tracing of funds to a level of expenditure adequate to establish that such funds have been used pursuant to the terms of this agreement.

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

6. Payment

a. The Subrecipient will request reimbursement of grant funds quarterly by the 15th of the following month with receipts for food purchased. The Subrecipient will supply a quarterly report detailing which member agencies received the food purchased, quantities distributed, and percentage of disproportionately impacted communities served within Kane County with the grant funds.

DRAFT

Exhibit B: Specific Conditions

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

[Insert Specific Conditions as applicable based on pre-award risk assessment]

DRAFT