

ARPA SLFRF Working Group
Kane County Food and Farm Resiliency Grant Program
Considerations for Notice of Funding Availability

Notice of Funding Availability for Kane County Food and Farm Resiliency Grant Program

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

Program Title: Kane County Food and Farm Resiliency Grant Program

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

Key Dates: Cost allowability period March 3, 2021 – September 30, 2025; closing date of applications 10/08/2024 at 6pm.

Availability Period: 18 days

Funding Availability: \$755,000.00 total. Each organization may apply for between \$5,000.00 and \$50,000.00

Program Description:

The purpose of the program is to provide financial assistance to food-growing businesses and nonprofits in Kane County and assist with recovery from pandemic-related economic impacts, and to better withstand future local supply chain and food system disruptions. The funds in this grant are intended to cover critical operating expenses so that food-growing businesses and nonprofits will have the cashflow and flexibility to otherwise invest in on-farm infrastructure and business resilience activities. In addition, this program is intended to address Kane County’s food insecurity needs by building the capacity of farms donating fresh produce. This program is limited to a maximum possible award amount of \$50,000.00 and a minimum award amount of \$5,000.00 for eligible operating expenses detailed in the table in appendix A. Eligible organizations may apply for the amount of assistance needed to cover eligible costs. Kane County will determine what the grant amount of each organization is based on applicant scoring and available funding. All awards under this program shall be issued as grants and shall be disbursed to grantees on a reimbursement basis. Grantees will be expected to enter into a funding agreement with the County of Kane and shall be required to present appropriate documentation in order to substantiate their request(s) for reimbursement. All expenses for reimbursement must be incurred by 9/30/25. Documentation to request reimbursement must be submitted by 10/31/25. Any organization needing an extension for grant fund expenditure must submit such request to the Kane County American Rescue Plan Program Manager in writing forty-five (45) days prior to the 10/31/25 deadline. Any request for extension must be approved by the Kane County Board prior to the end of the funding agreement’s period of performance.

Eligibility Criteria:

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

1. Be a legal business operating as a 501(c)(3) nonprofit organization or registered business as of Jan 1, 2019. Farms must be currently operating upon receipt of the grant.
2. The 501(c)(3) organization must maintain a mortgage lease, or other legal land use agreement within Kane County, Illinois during the eligible expense period.
3. Operate on land or out of a facility that is physically located within Kane County.
4. Provide, as its primary mission, growing food for public consumption in Kane County.
5. Regularly sell or donate farm products to entities in Kane County.
6. Be in good standing with all applicable federal, state, and local standards and requirements.
7. The organization's ability to demonstrate that it experienced negative economic impacts resulting directly from the Covid-19 pandemic.

Must have incurred and paid for eligible expenses during this time: 3/3/21 – 9/30/25.

Evaluation Criteria:

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

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

The County will consider the following evaluation criteria for applications. The criteria will be considered holistically. Organizations may apply even if they do not meet all evaluation criteria.

1. Small farms, as defined by the USDA as having an annual gross cash income under \$350,000, will be given priority. The baseline year for the gross cash income determination is 2023. Farms with an annual gross cash income over \$350,000 will be considered.
2. The farm business or nonprofit organization's track record of providing donations of farm products to food pantries and charitable organizations in Kane County to address food insecurity.
3. The scale of services that are provided in USDA designated low income and low access areas. In Kane County, these areas have been identified as Aurora, Elgin and Carpentersville.
4. The farm business or nonprofit organization's track record of involvement in food distribution via farmers markets, community supported agriculture, and local foods procurement services.
5. The farm business or nonprofit organization's plans to scale and expand farming operations in the County to stabilize and support the future of agriculture in Kane County.
6. The farm business or nonprofit organization's funding request, to include proposed expenses and a description of the specific operating needs being addressed.

Application Preparation & Submission:

Applications must be submitted using the Submittable portal which can be accessed at the following web address: <https://kanecountygovernment.submittable.com/submit/306977/kane-county-food-and-farm-resiliency-project>. The County will not accept applications submitted by other methods such as email or hard copy. Applications can be saved and edited in the Submittable portal as long as the application is submitted within the application window. If needed applicants can also print a copy of the webpage to support information gathering.

All applicants are permitted to ask the Kane County Development Department questions or request technical assistance in applying to the grant. For questions or technical support in applying to the grant please contact the Development Department at: AgricultureGrantProgram@kanecountyil.gov. The Department will respond within 2 business days to questions submitted to the email address. The County will not answer any questions or requests submitted after 5:00pm CST on 10/01/2024.

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

Appendix A: Eligible Expenses

Organizations may request reimbursement for the expenses outlined in the table below. If an organization believes that it has an expense that the County should consider that is not listed, the organization may request that the County consider that expense in the application. The County will approve expenses at its discretion based on alignment with program goals, and allowability.

<p>Design or engineering costs</p> <ul style="list-style-type: none">• Site planning, surveying• Architectural renderings, engineering design
<p>Utility upgrades (up to \$4,999 per improvement)</p> <ul style="list-style-type: none">• Heating and electrical system improvements, energy efficiency upgrades
<p>Machinery / equipment (up to \$4,999 per unit)</p> <ul style="list-style-type: none">• Irrigation systems, wells, freezer and refrigeration units, generators, tractor attachments
<p>Livestock (up to \$4,999 per unit)</p> <ul style="list-style-type: none">• Animals• Livestock containment fencing• Livestock veterinary care• Animal feed
<p>Post-harvest processing equipment (up to \$4,999 per unit)</p> <ul style="list-style-type: none">• Mixers, grinders, blenders, dehydrators, ovens• Pasteurizers and dairy processing equipment• Poultry and meat products processing equipment,• Necessary fittings such as pipes, motors, pumps, and valves
<p>Packaging equipment (up to \$4,999 per unit)</p> <ul style="list-style-type: none">• Sealing, bagging, boxing, weighing, labeling machines

<p>Equipment maintenance and operating inputs</p> <ul style="list-style-type: none"> • Repair services, fuel, replacement parts
<p>Handling & storage equipment (up to \$4,999 per unit)</p> <ul style="list-style-type: none"> • Conveyors, carts, shelving, tables, product moving, sorting, and storage equipment
<p>Growing & facilities (up to \$4,999 per unit)</p> <ul style="list-style-type: none"> • Hoop houses, high tunnels, green houses • Storage bins and sheds
<p>Structural improvements (up to \$4,999 per improvement)</p> <ul style="list-style-type: none"> • Repairs to non-residential farm operating facilities: roofing, foundation, and other structural restoration
<p>Cleaning & sanitation supplies</p>
<p>Personal protective equipment</p>
<p>Market materials</p> <ul style="list-style-type: none"> • Signs / banners • Market stand materials
<p>Farm labor and contractual services</p>
<p>Growing and production supplies</p> <ul style="list-style-type: none"> • Seed, seedling plants • Fertilizer, compost

Training and professional development

- Continuing education coursework
- Professional workshops, seminars, trainings
- Training or reference publications

Farmers market fees

- Reimbursement of fees

Permitting fees**Sales and marketing**

- E-commerce software, web development / hosting fees
- Branding / website design

Operating / industry certifications

- Good Agricultural Practice (GAP) certification licensing fees and inspections
- Hazard Analysis Critical Control Point (HACCP) plan development
- Organic certification

Farm utility services

- Water service, electrical service, propane / natural gas

Farmland / production area leasing costs

Appendix B: Sample Agreement

GRANT AGREEMENT BETWEEN THE COUNTY OF KANE AND [ORGANIZATION]

THIS AGREEMENT, having start date of [insert], is entered into by and between the County of Kane (“County”), and [ORGANIZATION] (“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; (4) to make necessary investments in water, sewer, or broadband infrastructure or (5) to provide emergency relief from natural disasters or the negative economic impacts of natural disaster; and

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

WHEREAS, the purpose of this Agreement will be implemented in accordance with

Exhibit A: Program Terms; and

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

NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

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

- A. Compliance with Applicable Requirements:** This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and all applicable guidance issued by the Treasury Department and all other applicable Federal laws and regulations.
- B. Hold Harmless:** The Subrecipient shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. The Subrecipient agrees to hold the County harmless for any evaluation and/or advice which the County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of the grant funds.
- C. Indemnification:** The Subrecipient shall indemnify the County, its officers, agents, employees, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Subrecipient and/or its agents, employees or sub-contractors. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. This indemnification shall include, but is not limited to, instances where the County relied upon the certification of the Subrecipient that such expenses which the Subrecipient sought to have reimbursed from the grant funds were eligible and met all requirements for reimbursement, but where the Office of the Inspector General, or any other Federal person, official, or agency that is charged with the auditing and review of expenditures of the grant funds determines that such expenses and/or reimbursement was not permitted under ARPA. In such instances, the Subrecipient agrees to indemnify, reimburse, and make whole the County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other Federal funds owed to the County, or otherwise. The

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

- D. Misrepresentations & Noncompliance:** The Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in the Subrecipient's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, and to the best of the Subrecipient's knowledge. The Subrecipient acknowledges that all such representations and information have been relied on by the County to provide the grant funds under this Agreement. The Subrecipient shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of the Subrecipient representation(s) or information untrue or incorrect or otherwise impair the Subrecipient's ability to fulfill the Subrecipient's obligations under this Agreement.
- E. Workers' Compensation:** The Subrecipient shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.
- F. Insurance:** The Subrecipient shall carry sufficient insurance coverage to protect any grant funds provided to the Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. The Subrecipient's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon County request, the Subrecipient shall provide a Certificate of Insurance satisfactory to the requirement of the County. If the Subrecipient is self-insured, then the Subrecipient shall maintain excess coverage over and above its self-insured retention limits.
- G. Amendments:** This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be

undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to ARPA or any regulations promulgated by the Treasury Department or other Federal agency, without need for further written amendment to this Agreement. The Subrecipient agrees to adhere to any amendments to ARPA or any related Federal laws or regulations.

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

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

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

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

J. Debarment / Suspension and Voluntary Exclusion:

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

K. Governing Law and Venue: This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any

claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

- L. Conflict of Interest:** The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- M. Term:** This Agreement shall be effective on [DATE] and shall expire on [DATE], 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 end of the period of performance 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 reimbursement requests. The County may also request that the Subrecipient comply with audit requests made by the Treasury Department. Such reporting and requests may include documentation of invoices, submission of payroll logs, and proof of contracts. to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.
- U. FOIA:** The Subrecipient acknowledges that the County is a public body and agrees to participate with the County in responding to any requests for information that the

County receives related to the SLFRF funds pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.* (West 2022)). The Subrecipient shall provide any documents requested by the County in a timely fashion to allow the County to comply with the requirements of the Freedom of Information Act.

V. Notices: Any and all notices, which may be required hereunder by any Party to the other Party, shall be executed by either personal delivery in writing or by mail, registered and certified, postage pre-paid with a return receipt requested. The Subrecipient agrees to keep the County informed of any change in business and/or mailing addresses, as well as telephone, facsimile, email, or any other relevant means of contact and communication. Mailed notices must be addressed to the Parties at the address below:

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

Subrecipient: [Enter Subrecipient Contact Information]

II. SEVERABILITY

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

III. WAIVER

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

IV. CERTIFICATION

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

V. SUBAWARD INFORMATION

The Federal Award associated with this Agreement is as follows:

Unique Identifier: [insert]

CFDA Number: 21.027

Assistance Listing Title: Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: United States Department of Treasury

Federal Award Identification Number (FAIN): SLFRP0243

Federal Award Date to County: May 18, 2021

Award is for Research & Development: No

Period of Performance Start and End Date: [insert], through [DATE]

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

Award Amount: Total obligation under this Agreement is [AMOUNT]

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.