



Kane County

KC American Rescue Plan Committee

Agenda

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

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

Wednesday, August 23, 2023

10:30 AM

County Board Room

1. **Call To Order**
2. **Roll Call**
3. **Remote Attendance Requests**
4. **Approval of Minutes: June 14, 2023 and June 28, 2023**
5. **Public Comment (Agenda Items)**
6. **Executive Session**
7. **Open Session**
 - A. Vote to Release Closed Session Minutes
8. **Discussion Items:**
 - A. Program Manager Update
 - B. Other Committee Matters
9. **New Business**
 - A. **Resolution:** Approving Invoice from Ernst & Young LLP for Professional Services Related to the ARPA Program Rendered from May 1, 2023 to May 31, 2023
 - B. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds for Invoice from Submittable Holdings, Inc. for Web Based Grant Management Portal Hosting Services Rendered from 9/29/2023 to 9/28/2024
 - C. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Court Training Project for the Kane County Circuit Clerk's Office
 - D. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Zoom Web Conferencing Services for the Kane County Information Technologies Department
 - E. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund a Livestock Market Assessment for the Kane County Development and Community Services

- F. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Forest Preserve Zoom Web Conferencing Services for the Kane County Forest Preserve Information Technologies Department
 - G. **Resolution:** Authorizing the Use of Revenue Recoupment Funds Under the American Rescue Plan Act for the Countywide Water Monitoring Network Project and the Water Sustainability Mapping Project for the Kane County Department of Environmental and Water Resources
 - H. **Resolution:** Authorizing the Use of State and Local Fiscal Recovery Funds to Hire Two Staff Members for the American Rescue Plan Program and Fund Associated Expenses
- 10. **Old Business**
 - 11. **Public Comment (Non-Agenda Items)**
 - 12. **Adjournment**

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

- 1) \$85,469.15 for professional services rendered from May 1, 2023 to May 31, 2023

Line Item: 355.800.66871.50150

Line Item Description: Contractual 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?

355.800.000.39900

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Invoices from Ernst & Young LLP for Professional Services Related to the ARPA Program Rendered from May 1, 2023 to May 31, 2023

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

| | |
|--|-----------------------------------|
| Was this item budgeted? Yes | Appropriation Amount: \$85,469.15 |
| If not budgeted, explain funding source: 355.800.66871.50150 | |

Summary:

This resolution approves an invoice for Kane County ARP Program Ernst & Young LLP professional services engagement for \$85,469.15 for services provided 05/01/2023 through 05/31/2023



Ernst & Young LLP

200 Plaza Drive
Secaucus NJ 07094
USA

Invoice

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

Invoice No.: US01U001314096

Please reference this number on remittance.

Invoice Date: August 14, 2023
Due Date: Upon Receipt
Client No.: 0012620956
Engagement No.: [REDACTED]
PO Ref No:

Remit To:
Ernst & Young US LLP
PNC Bank c/o Ernst & Young US LLP
3712 Solutions Center
Chicago, IL 60677-3007
[REDACTED]

For professional services rendered: May 01, 2023 to May 31, 2023
For the attention of Suzanne Fahnestock, 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.

| | <u>USD</u> | | |
|----------------------------------|------------------|-------------------|---------------------|
| | <u>Amount</u> | | |
| Fee | | | 84,075.40 |
| Expense | | | 1,393.75 |
| Professional Services | | | 85,469.15 |
| Total Fees & Expenses | <u>Amount</u> | <u>Tax Amount</u> | <u>Total Amount</u> |
| Taxable | | | |
| Total Exempt | 85,469.15 | | 85,469.15 |
| Total Invoice amount | 85,469.15 | 0.00 | 85,469.15 |

[REDACTED]

Kane County ARPA Funding Support
County of Kane

Summary of Professional Time, Fees, and Expenses

Invoice Period: May 1, 2023 to May 31, 2023

| <u>Professional</u> | <u>Rank</u> | <u>Hours</u> | <u>Rate</u> | <u>Fees</u> | <u>Expenses</u> | <u>Total</u> |
|---------------------|--------------------|---------------------|-------------|----------------------------|------------------------|----------------------------|
| ██████████ | Partner | 7.0 | \$ 309 | \$ 2,163.00 | \$ - | \$ 2,163.00 |
| ██████████ | Executive Director | 11.5 | 309 | 3,553.50 | - | 3,553.50 |
| ██████████ | Senior Manager | 35.5 | 299 | 10,614.50 | - | 10,614.50 |
| ██████████ | Senior Manager | 22.0 | 299 | 6,578.00 | - | 6,578.00 |
| ██████████ | Senior | 25.2 | 229 | 5,770.80 | - | 5,770.80 |
| ██████████ | Senior | 172.1 | 229 | 39,410.90 | 1,393.75 | 40,804.65 |
| ██████████ | Staff/Assistant | 89.0 | 179 | 15,931.00 | - | 15,931.00 |
| ██████████ | Staff/Assistant | 0.3 | 179 | 53.70 | - | 53.70 |
| TOTAL | | <u><u>362.6</u></u> | | <u><u>\$ 84,075.40</u></u> | <u><u>\$ 1,394</u></u> | <u><u>\$ 85,469.15</u></u> |

During the period May 1, 2023 through May 31, 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: (308.2 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.

Research: (5.1 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: (49.3 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 preparing follow-up requests for missing subrecipient information, meeting with sub-recipients to discuss reimbursement discrepancies, and compiling grant and expenditure reimbursement request documentation for the County to utilize in grant disbursements.

EY ARP Contract

Res 21-508: WHEREAS, the executed professional services agreement with Ernst & Young LLP provides that the total amount for the agreement is not to exceed \$1,000,000 (One Million Dollars), unless prior approval is given by the County Board, and the cost for initial services beginning in November 2021 and extending through May 2022 are expected to be no more than \$649,603.93; **Res 23-139:** WHEREAS, the ARPC recommends that the County Board allocates an additional \$900,000 (Nine Hundred Thousand Dollars) of the County's SLFRF to compensate Ernst & Young LLP through December 2024 for the services related to the planning, accounting, distribution, and reporting of SLFRF

| | | | | | Contract Amount |
|----------------------|---------------------|-------------------------|-----------------------|-----------------------|----------------------------|
| Dcoument Name | Invoice Date | Service Period | Invoice Number | Invoice amount | 1,900,000.00 |
| EY_1 | 02/25/22 | 11/16/21 - 12/31/21 | US01U00893325 | 77,178.20 | 1,822,821.80 |
| EY_2 | 04/20/22 | 01/01/22 - 01/31/22 | US01U00937811 | 89,434.90 | 1,733,386.90 |
| EY_3 | 04/20/22 | 02/01/22 - 02/28/22 | US01U00937812 | 73,634.30 | 1,659,752.60 |
| EY_4 | 06/17/22 | 03/01/22 - 03/31/22 | US01U00991214 | 37,336.60 | 1,622,416.00 |
| EY_5 | 06/17/22 | 04/01/22 - 04/30/22 | US01U00991216 | 80,894.00 | 1,541,522.00 |
| EY_6 | 09/21/22 | 05/01/22 - 05/31/22 | US01U001032482 | 54,835.80 | 1,486,686.20 |
| EY_7 | 09/21/22 | 06/01/22 - 06/30/22 | US01U001046399 | 100,857.40 | 1,385,828.80 |
| EY_8 | 09/21/22 | 07/01/22 - 07/30/22 | US01U001046400 | 63,093.50 | 1,322,735.30 |
| EY_9 | 12/20/22 | 08/01/22 - 08/31/23 | US01U001122262 | 94,861.10 | 1,227,874.20 |
| EY_10 | 12/20/22 | 09/01/22 - 09/30/24 | US01U001122283 | 51,057.20 | 1,176,817.00 |
| EY_11 | 01/04/23 | 10/01/2022 - 10/31/2022 | US01U001130648 | 41,174.00 | 1,135,643.00 |
| EY_12 | 01/04/23 | 11/01/2022 - 11/30/2022 | US01U0011300644 | 16,444.50 | 1,119,198.50 |
| EY_13 | 01/18/23 | 12/01/2022 - 12/31/2022 | US01U001139880 | 55,978.70 | 1,063,219.80 |
| EY_14 | 02/23/23 | 01/01/2023 - 01/31/2023 | US01U001168776 | 67,344.20 | 995,875.60 |
| EY_15 | 04/13/23 | 02/01/23 - 02/28/23 | US01U001215355 | 103,511.80 | 892,363.80 |
| EY_16 | 04/24/23 | 03/01/23 - 03/31/23 | US01U001222593 | 73,291.40 | 819,072.40 |
| EY_17 | 06/05/23 | 04/01/23 - 04/30/23 | US01U001267858 | 59,759.90 | 759,312.50 |
| EY_18 | 08/14/23 | 05/01/23 to 05/31/23 | US01U001314096 | 85,469.15 | 673,843.35 |
| | | | | | |
| | | | | Billed to Date | Contract Remaining: |
| | | | | 1,226,156.65 | 673,843.35 |

STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-23-1131

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS FOR INVOICE FROM SUBMITTABLE HOLDINGS, INC. FOR WEB BASED GRANT MANAGEMENT PORTAL HOSTING SERVICES RENDERED FROM 9/29/2023 TO 9/28/2024

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, and

WHEREAS, the Kane County American Rescue Plan Program Manager has utilized, and will continue to utilize, the Submittable Grant Program Management Portal Platform to assist in the administration of the County’s ARPA program, and in particular, the administration of the County’s Community Support Grant program; and

WHEREAS, the American Rescue Plan Program Manager presents the following invoice (“Exhibit A”) for Kane County American Rescue Plan Program administrative expenses for the Submittable Grant Program Management Portal Platform, submitted via the Kane County Information Technology Department (ITD), for approval by the County Board :

09/01/2023 Services from 09/29/2023 to 09/28/2024 \$21,087.50

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the use of State and Local Fiscal Recovery Funds for the Submittable Grant Program Management Portal Platform, which is used to assist in the administration of the County’s ARPA program:

09/01/2023 Services from 09/29/2023 to 09/28/2024 \$21,087.50

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

355.800.66871.50150 ARP Administration: Contractual/Consulting \$21,088
355.800.668.85000 ARP: Allowance for Budget Expense (Contingency) (\$21,088)

Line Item: 355.800.66871.50150

Line Item Description: ARP Admin - Contractual

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

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

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

355.800.668.85000

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds for Invoice from Submittable Holdings, Inc. for Web Based Grant Management Portal Hosting Services Rendered from 9/29/2023 to 9/28/2024

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: \$21,088.00 |
| If not budgeted, explain funding source: 355.800.668.85000 | |

Summary:

This resolution approves an invoice for for the Submittable Grant Program Management Portal Platform, submitted via the Kane County Information Technology Department (ITD), for approval by the County Board.

Order Form

| | |
|--|--|
| Order For: Kane County Government, Geneva, IL ("Customer") | Offer Expires On: 9/25/2023 |
| | Order ID: Q-30401 |
| Contact: Jennifer Smith Submittable Lead-Kane County ARP smithjennifer@co.kane.il.us | Billing Frequency: Annual |
| | Payment Terms: Net 30 |
| Bill To: Kane County Government, Geneva, IL 719 S Batavia Ave Geneva, IL 60134 United States | Ship To: Kane County Government, Geneva, IL 719 S Batavia Ave Geneva, IL 60134 United States |
| Invoice Email: smithjennifer@co.kane.il.us | Sales Rep: Brittany Jones |

Subscription Dates: 9/29/2023 - 9/28/2024

Subscription Renewal

| Start Date | End Date | Item | Quantity | Discount % |
|------------|-----------|-----------------------|----------|------------|
| 9/29/2023 | 9/28/2024 | Professional Package | 1 | 30.00 |
| 9/29/2023 | 9/28/2024 | Team Seats | 10 | 30.00 |
| 9/29/2023 | 9/28/2024 | Additional Team Seats | 20 | 30.00 |
| 9/29/2023 | 9/28/2024 | API Access | 1 | 30.00 |
| 9/29/2023 | 9/28/2024 | Included Submissions | 1,000 | 30.00 |
| 9/29/2023 | 9/28/2024 | Gold Support | 1 | 30.00 |
| 9/29/2023 | 9/28/2024 | Multiround Reviewing | 1 | 30.00 |
| 9/29/2023 | 9/28/2024 | Additional Forms | 1 | 30.00 |
| 9/29/2023 | 9/28/2024 | Advanced Reporting | 1 | 30.00 |
| 9/29/2023 | 9/28/2024 | Funds Tracking | 1 | 30.00 |
| 9/29/2023 | 9/28/2024 | Charity Check | 1 | 30.00 |
| 9/29/2023 | 9/28/2024 | DocuSign Integration | 1 | 30.00 |
| 9/29/2023 | 9/28/2024 | Collaborative Drafts | 1 | 30.00 |
| 9/29/2023 | 9/28/2024 | Gallery View | 1 | 30.00 |



| Start Date | End Date | Item | Quantity | Discount % |
|------------------------------------|-----------|------------------|----------|-------------|
| 9/29/2023 | 9/28/2024 | Impact Reporting | 1 | 30.00 |
| Subscription Renewal Total: | | | | \$21,087.50 |

Order Total in USD: \$21,087.50

By signing below, you acknowledge that you have read, understand, and agree to be bound by the attached contract and this Order Form on behalf of the person or entity identified in this Order Form and that you have the authority to bind such person or entity.

This is not an invoice - prices shown above do not include any taxes that may apply. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on this Order Form. Any such applicable taxes will be added at time of invoicing. **For tax exempt customers, please submit exemption certificates to accounting@submittable.com**

CUSTOMER

Signature: _____
Print Name: _____
Title: _____
Date: _____

Submittable Customer Terms of Service

This Submittable Customer Terms of Service (“**TOS**”) is by and between Submittable Holdings, Inc., a Delaware Corporation with offices located at 111 N. Higgins Ave, Suite #200 Missoula, MT, USA 59802 (“**Submittable**”) and the person or entity who executed the Order Form (“**Customer**” or “**You**”). This TOS is effective as of the date You executed the Order Form. Submittable and Customer may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

1. Acceptance of the TOS. The TOS governs Your access to and use of Submittable’s Services. Please read this TOS carefully before You start to use the Services. **By using the Services or by executing the Order Form, You accept and agree to be bound and abide by this TOS.** If You do not want to agree to this TOS, You must not access or use the Services. The Services are offered and available to users who are 18 years of age or older. By using the Services, You represent and warrant that You are of legal age to form a binding contract with Submittable and that You have read, understood, and agree to be bound by this TOS. If You agree to this TOS on behalf of an entity, You represent that You have the authority to bind such entity to this TOS. If You do not meet all of these requirements, You must not access or use the Services.

2. Additional Definitions. In addition to terms defined throughout this TOS, the following terms have the following meanings:

(a) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this TOS; and (b) for whom access to the Services has been purchased under this TOS.

(b) “**Customer Data**” means all information, data, and other content, in any form or medium, that is processed by Submittable on behalf of Customer under or in connection with the TOS, whether supplied by Customer or an End User, or otherwise, and all intellectual property rights in the foregoing. Customer Data includes reports generated by the Services based on previously existing Customer Data. For the avoidance of doubt, Customer Data does not include Resultant Data, Submittable IP, or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

(c) “**Documentation**” means any manuals, End User documentation, technical and system documentation, instructions, or other documents or materials that Submittable provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Submittable IP, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance of the foregoing.

(d) “**End User**” means a natural person or entity utilizing the Services to submit or transfer End User Data to Customer.

(e) “**End User Data**” means all information, data, and other content, in any form or medium, that is submitted, transferred, transmitted, or otherwise sent, directly or indirectly from an End User by or through the Services that is processed by Submittable on behalf of Customer under or in connection with the TOS.

(f) “**Order Form**” means the provisions for Customer’s purchase of the Services which Customer executed to purchase the Services and is incorporated here by reference.

(g) “**Resultant Data**” means data and information related to Customer’s, an Authorized User’s or an End User’s use of the Services that are used by Submittable in an aggregate and anonymized manner, where such data cannot be sourced back to Customer, Authorized Users, or End Users, including use for statistical and performance information, optimization information, and marketing insights or reports related to the provision and operation of the Services, provided such data and information is used for Submittable’s business purposes.

(h) **“Services”** means Submittable’s cloud-based submission management services and related technologies which are accessible through Submittable’s web application, all software, data, reports, text, images, sounds, video, and content made available through any of the foregoing which is offered as software as a service as described in the Order Form and any new features added or augmented to any of the foregoing.

(i) **“Submittable IP”** means the Services, the Documentation, and any and all intellectual property provided that are provided or used by Submittable or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Submittable’s information technology infrastructure and all intellectual property rights in any of the foregoing. For the avoidance of doubt, Submittable IP includes Resultant Data and any information, data, or other content derived from Submittable’s monitoring of Customer’s, an Authorized User’s, or End User’s access to or use of the Services, but does not include Customer Data.

(j) **“Third-Party Materials”** means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Submittable.

3. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this TOS, Submittable hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term, for Customer’s internal business operations. Customer must set up a Submittable account by selecting access credentials for Customer and its Authorized Users. Customer and its Authorized Users shall provide Submittable with certain registration information, all of which must be accurate and updated as appropriate. Customer may not (i) select access credentials of another person with the intent to impersonate that person; (ii) use access credentials in which another person has rights without such person’s authorization; or (iii) use access credentials that Submittable, in its reasonable discretion, deems offensive. The total number of Authorized Users will not exceed the number set forth in the Order Form.

(b) Documentation License. Submittable hereby grants to Customer a non-exclusive, non- sublicensable, non-transferable (except in compliance with the Assignment Section, below) license to use the Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this TOS and the terms and conditions of the Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) bypass or breach any security device or protection used by the Services or access or use the Services other than by an Authorized User through the use of his or her own then-valid access credentials; (vii) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code; (viii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services; or (ix) access or use the Services in any manner or for any purpose to store or transmit libelous or otherwise unlawful or tortious material, obscene, pornographic, or defamatory content.

(d) Reservation of Rights. Submittable reserves all rights not expressly granted to Customer in this TOS. Except for the limited rights and licenses expressly granted under this TOS, nothing in this TOS grants, by implication, waiver, estoppel, or otherwise, to Customer or any third-party any intellectual property rights or other right, title, or interest in or to Submittable IP.

(e) Suspension or Termination. Submittable may, directly or indirectly suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other person's access to or use of all or any part of the Services without incurring any resulting obligation or liability, if: (i) Submittable receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Submittable to do so; or (ii) Submittable believes, in its good faith discretion, that: (1) Customer or any Authorized User has failed to comply with any material term of this TOS or the Order Form, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this TOS or in any manner that does not comply with any material instructions or requirements of the Documentation, provided Submittable has provided Customer prior written notice and provided a reasonable opportunity to cure; (2) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iii) this TOS expires or is terminated (any such suspension described in subclause (i), (ii), or (iii), a "**Services Suspension**"). This Section does not limit any of Submittable's other rights or remedies, whether at law, in equity, or under this TOS. Submittable shall use commercially reasonable efforts to provide written notice of any Services Suspension to Customer and to provide updates regarding resumption of access to the Services following any Services Suspension. Submittable shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. Submittable will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Services Suspension.

(f) Submission Fees. As a feature of the Services, Customer may require an application, entry, or submission fee which gives End Users the option of paying the fee by credit/debit card upon submission through Submittable's built-in payment processing interface. Customer may not solicit credit/debit card information from End Users in any way other than utilizing Submittable's built-in payment processing interface, including, but not limited to by creating custom form field entries requesting credit/debit card or payment instrument information from End Users. Customer will be charged Submittable's expenses in processing such fees. Submittable may remove or disable Customer from the Services for any violation of this paragraph. Provided Customer is in breach of its payment obligations under this TOS, and any End User submits fee through the Services intended for Customer, Submittable shall retain such fee as an offset unless and until Customer becomes current on its payment obligations.

(g) Applicant Entries. The Services allow Customer to solicit, collect, and review content through End User submissions, applications, or entries. Customer is required to act in good faith to uphold Customer's policies and the promises made to End Users in connection with the Services. Where applicable, this requires that Customer act in good faith to review submissions, make awards, and refund fees where appropriate. Customer may not use the Services or any of its features to perpetrate fraud of any kind, including any fraudulent attempt to solicit an application, entry, or submission fee. Customer is solely responsible for the performance of Customer's policies and promises to End Users. If Customer violates this paragraph, Customer is required to refund application, entry, or submission fees to End Users; and Submittable will terminate Customer's Services without refund.

(h) Unethical Behavior. Customer may confidentially report unethical behavior concerning the use of the Services or use of the Services not in compliance with this TOS by contacting Submittable at: phone: (855) 467-8264, ext. 2; email: support@submittable.com; mail: P.O. Box 8255, Missoula, Montana 59807.

(i) Transmission and Storage of Data. Customer agrees that the operation of the Services, including Customer Data, may involve (i) transmissions over various networks; (ii) changes to conform and adapt to technical requirements of connecting networks or devices; and (iii) transmission to Submittable's third-party vendors and hosting partners to provide the necessary technology required to operate and maintain the Services.

(j) Services Usage and Data Storage. The Order Form sets forth Fees for designated levels of usage, Authorized Users, number of seats, number of submissions, data storage, and the like (each a "**Services Allocation**"), including the Fees payable by Customer for the levels of usage and data storage in effect as of the effective date of this TOS. Customer agrees that Submittable has no obligation to permit Customer to exceed its then-current Services Allocation.

(k) Professional Services. Provided Customer has purchased additional professional services from Submittable, including Submittable's management of distributing Customer funds to recipients of such funds ("**Professional Services**") the terms of such services, including additional terms related to such Professional Services, Fees and/or payment terms are set forth in a separate statement of work for such services which is incorporated here by reference. Each Party agrees to be bound by such statement of work. Provided the Professional Services involve Submittable's management of distributing Customer funds to recipients of such funds, Exhibit D, to be attached if such services are purchased, shall be in effect, and each Party shall abide by its obligations.

(l) Removal of Customer Data. Submittable may remove or disable any Customer Data (i) as permitted under this TOS; (ii) as required by applicable law; (iii) thirty (30) days after the Term; or (iv) upon Customer's written request.

(m) Resultant Data. Notwithstanding anything to the contrary in this TOS, Submittable may monitor Customer's use of the Services and collect and compile Resultant Data. As between Submittable and Customer, all right, title, and interest in Resultant Data, and all intellectual property rights in Resultant Data, belong to and are retained solely by Submittable. Customer acknowledges that Submittable may compile Resultant Data based on Customer Data input into the Services. Customer agrees that Submittable may (i) make Resultant Data publicly available in compliance with applicable law, and (ii) use Resultant Data to the extent and in the manner permitted under applicable law.

(n) Submittable Access. Submittable has the right, but not the obligation, to monitor the Services, Customer's, an End User's or Authorized User's use of the Services, or Customer or End User Data to (i) determine compliance with this TOS, (ii) at Customer's an End User's or Authorized User's request for technical support or otherwise, (iii) to satisfy any law or authorized government request; or (iv) ensure performance and cyber security of the Services

(o) Hosting. Subject to the terms of the Data Protection Addendum set forth in **Exhibit B ("DPA")**, Submittable utilizes a third-party to provide hosting for the Services and reserves the right to change providers. However, Submittable represents and warrants that it will store all Customer Data within its control only in the United States.

(p) Changes to Services. Submittable reserves the right, in its sole discretion, to make any changes to the Services and Submittable IP that it deems necessary or useful to: (i) maintain or enhance: (1) the quality or delivery of Submittable's Services to its customers; (2) the competitive strength of or market for Submittable's Services; or (3) the Services' cost efficiency or performance; or (ii) to comply with applicable law.

(q) Subcontractors. Subject to the terms of the Data Protection Addendum set forth in the DPA, Submittable may from time to time in its discretion engage third-parties to perform Services (each, a "**Subcontractor**"). Submittable shall be responsible for the acts and omissions of any Subcontractor under this TOS.

4. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this TOS. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this TOS if taken by Customer will be deemed a breach of this TOS by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this TOS's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) Customer systems and Cooperation. Customer shall at all times during the Term: (i) set up, maintain, and operate in good repair all Customer systems on or through which the Services are accessed or used; (ii) provide Submittable personnel with reasonable access to Customer's premises and Customer systems as is necessary for Submittable to perform the Services in accordance with the Documentation; and (iii) provide reasonable cooperation and assistance as Submittable may reasonably request to enable Submittable to exercise its rights and perform its obligations under and in connection with this TOS.

5. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this TOS, Submittable shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in **Exhibit A**.

(b) Support. The Order Form sets forth Fees for designated levels of support ("**Support Services**"), including the Fees payable by Customer for the levels of Support Services.

6. Security.

(a) Submittable Security. Submittable shall: (i) comply with applicable laws in its creation, collection, receipt, access, use, storage, disposal, and disclosure of Customer Data; (ii) only processor disclose Customer Data in accordance with this TOS; (iii) implement appropriate administrative, physical, and technical safeguards and measures designed to safeguard Customer Data against unauthorized or unlawful processing, access, disclosure, loss, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, misuse, destruction, or damage including, but not limited to, the security measures set out in Appendix B of **Exhibit B**. Submittable must document those measures in writing and periodically review them, at least annually, to ensure they remain current and complete; (iv) take reasonable measures, including the collection of industry-standard audit trails to protect Customer Data against deterioration or degradation of data quality and authenticity; (v) take reasonable precautions to preserve the integrity of any Customer Data it processes and to prevent any corruption or loss of Customer Data, including but not limited to establishing effective back-up and data restoration procedures; (vi) process or transmit Customer Data in a secure and encrypted manner; and (vii) ensure the Services are materially free of any system settings or defects that would create potential unauthorized access to or disclosure of Customer Data.

(b) Personal Information and Cross-Border Transfers. Provided either Party's use of the Services involves the processing of Personal Information (as defined in the DPA) or if either Party becomes subject to the General Data Protection Regulation by providing or using the Services under this TOS, the DPA shall be in effect, and each Party shall abide by its obligations.

(c) Data Breach Procedures. Subject to the terms of the DPA, Submittable shall: (i) maintain a cyber incident breach response plan in accordance with acceptable industry standards and will implement the procedures required under such plan; (ii) promptly notify Customer of any unauthorized access to or disclosure of Customer Data, or accidental or unlawful destruction, loss or alteration of Customer Data; and (iii) coordinate with Customer, as necessary and reasonable, to investigate any unauthorized access to or disclosure of Customer Data.

(d) Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data within its control, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (iii) Customer's systems; (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Services and Submittable IP directly or indirectly by or through the Customer systems or its Authorized Users' access credentials, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(e) Access and Security. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (i) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services; and (ii) control the content and use of Customer Data under Customer's control.

7. Fees and Payment.

(a) Fees. Customer shall pay Submittable the fees set forth in the Order Form ("Fees") or as otherwise delineated or adjusted as set forth in this TOS.

(b) Renewal Fees. The Fees applicable to each Renewal Term shall automatically increase to match Submittable's then current list prices for similar Services, provided that in no event shall any such price adjustment exceed 15% of the previous Term's prices for the same Services.

(c) Taxes. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under this TOS, other than any taxes imposed on Submittable's income.

(d) Payment. Submittable shall bill Customer by invoice. Customer shall pay all Fees on or prior to the due date(s) and on the terms set forth in the Order Form and in the applicable invoice. Customer shall make all payments in US dollars by payment method as agreed upon by the Parties. Customer shall make payments to the address or account specified in the Order Form or such other address or account as Submittable may specify in writing from time to time. Customer's full payment per invoice is due within thirty (30) days of receipt unless otherwise specified in the Order Form or the applicable invoice.

(e) Submission Fees. Should Customer collect submission fees from End Users, or charge End Users for use of the Services, Submittable will collect a service fee and will remit the remaining amounts paid by such End User to Customer. Customer agrees to pay any processing or service fees incurred to process Customer's or End User's payment to Submittable. Provided Customer chooses to receive such fees from Submittable via check, and such fees are less than fifty dollars (\$50.00), Submittable shall carry such fees over for payment to Customer until the fees exceed fifty dollars (\$50.00). Submittable may, from time to time in its discretion, alter the thresholds for check payments under this paragraph. Submittable shall charge Customer a nominal fee for paying Customer via check and shall be entitled to offset the fees due to Customer under this paragraph for such charge.

(f) Late Payment. If Customer fails to make any payment under this TOS when due then, in addition to all other remedies that may be available:

(i) Submittable may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

(ii) Customer shall reimburse Submittable for all reasonable costs incurred by Submittable in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and

(iii) if such failure continues for ten (10) days following written notice, Submittable may suspend performance of the Services until all past due amounts and interest have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.

(g) Payment Disputes. Customer shall notify Submittable in writing of any dispute with any Fee invoice, along with substantiating documentation, within thirty (30) days from the date of the payment request. Customer will be deemed to have accepted all Fee requests for which Submittable does not receive timely notification of disputes and shall pay all undisputed amounts due under such Fee requests within the periods described in this TOS.

8. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Customer Data is the Confidential Information of Customer. Except for Personal Information (as defined in the DPA), Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third-party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations under this TOS. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order, and/or as otherwise required by applicable law, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1, *et seq.*; or (b) to establish a Party’s rights under this TOS, including to make required court filings. On the expiration or termination of the TOS, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of the law. An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. See 18 U.S.C. § 1833(b).

9. Intellectual Property Ownership; Feedback.

(a) Submittable IP. Customer acknowledges that, as between Customer and Submittable, Submittable owns all right, title, and interest, including all intellectual property rights, in and to Submittable IP and, with respect to Third-Party Materials, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the Third-Party Materials.

(b) Customer Data. Submittable acknowledges that, as between Submittable and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Submittable a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Submittable to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Resultant Data.

(c) Feedback. Customer grants to Submittable a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Authorized Users relating to the operation of the Services. All such feedback is provided “as is” without warranty of any kind.

(d) Email Identifiers. Customer agrees that, in order for the Services to function, the Services may send automated emails to actual or potential End Users or Authorized Users. For example, if an End User submitted a poem to Customer through the Services, an automated email would acknowledge the submission. For every email sent on behalf of Customer to actual or potential End Users or Authorized Users via the Services, Customer acknowledges and agrees that Submittable may (i) add information and graphics that identify Submittable as the sender of the email; and (ii) add information and graphics that identify Customer. An example of such emails are found at **Exhibit C**.

(e) DMCA. Submittable will employ its obligations under the Digital Millennium Copyright Act of 1998 (“DMCA”) in accordance with Submittable’s DMCA policy as amended from time to time.

10. Representations and Warranties.

(a) Submittable Representations, Warranties, and Covenants. Submittable represents, warrants, and covenants to Customer that Submittable will perform the Services and Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this TOS. During the Term of this TOS, Submittable represents and warrants to Customer that (i) it shall use industry standard procedures to protect and deny unauthorized access or use of any of Customer Data, or any corruption, deletion, destruction, or loss of any of Customer Data; (ii) it shall use commercially best efforts to make the Services available 24 hours a day, 7 days a week aside from temporary unavailability for scheduled maintenance or for unscheduled emergency maintenance, either by Submittable or by third-party providers, or because of other causes beyond Submittable’s reasonable control, as more fully described in the Service Level Agreement attached as **Exhibit A**;

(iii) it shall use commercially reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption; (iv) the Services will comply with the material functionality described in the Documentation, this TOS, and the Order Form and that such functionality will be maintained in all material respects in subsequent upgrades to the Services; (v) it will make commercially reasonable efforts to promote Customer’s successful utilization of the Services; and

(vi) the Professional Services will be in material conformity with all requirements or specifications stated in this the statement of work. Customer must promptly provide Submittable with a written notice that describes any deficiency in the Services or the warranties contained in this Section (including, as applicable, the service request number notifying Submittable of the deficiency in the Services).

(b) DISCLAIMER OF WARRANTIES. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10(a), TO THE MAXIMUM EXTENT PROVIDED BY LAW, ALL SERVICES AND SUBMITTABLE IP ARE PROVIDED “AS IS.” SUBMITTABLE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, SUBMITTABLE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR SUBMITTABLE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY

BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

(c) Customer Representations and Warranties. Customer represents, warrants, and covenants to Submittable that (i) Customer Data provided by Customer will not infringe, misappropriate, or otherwise violate any intellectual property rights, any privacy or publicity, or other rights of any third-party, or violate any applicable law or other personal or proprietary right, and (ii) to the best of Customer's knowledge, Customer Data does not contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing. Customer owns all Customer Data or has obtained all permissions, releases, rights, or licenses required to use Customer Data to engage in Customer's posting and other activities (and allow Submittable to perform its obligations) in connection with the Services without obtaining any further releases or consents.

(d) Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this TOS; (iii) the execution of this TOS by its Representative whose signature is set forth at the end of this TOS has been duly authorized by all necessary corporate or organizational action of such Party; and (iv) when executed and delivered by both Parties, this TOS will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

11. Insurance. During the Term, each Party must, at its own cost and expense, obtain and maintain insurance, in full force and effect, sufficient to cover each Party's potential indemnity or reimbursement obligations.

12. Indemnification.

(a) Submittable Indemnification.

(i) Submittable shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that (i) the Services, or any use of the Services in accordance with this TOS, infringes or misappropriates such third-party's US intellectual property rights; (ii) result from allegation of facts that, if true, would constitute Submittable's breach of any of its representations, warranties, covenants, or obligations under this TOS; (iii) result from negligence or more culpable act or omission (including recklessness or willful misconduct) by Submittable in connection with this TOS; (iv) Submittable's failure to provide legally sufficient data privacy notices and consents; or (v) Submittable's failure to enforce or comply with its applicable privacy policies provided that Customer promptly notifies Submittable in writing of the claim, cooperates with Submittable, and allows Submittable sole authority to control the defense and settlement of such claim.

(ii) If an infringement claim is made or appears possible, Customer agrees to permit Submittable, at Submittable's sole discretion, to (A) modify or replace the Services, or component or part of the Services, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Submittable determines that neither alternative is reasonably available, Submittable may terminate this TOS, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 12(a) will not apply to the extent that the alleged claim arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Submittable or reasonably anticipated to be used in combination with the Services; (B) modifications to the Services not made by Submittable; (C) Customer Data

(except for Losses accrued due to Submittable's action or inaction related to CustomerData); or
(D) Third-Party Materials.

(b) [Intentionally Omitted.]

(c) Sole Remedy. THIS SECTION 12 SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUBMITTABLE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.

13. Limitations of Liability. TO THE GREATEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL SUBMITTABLE BE LIABLE UNDER OR IN CONNECTION WITH THIS TOS OR ITS EXHIBITS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUBMITTABLE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL SUBMITTABLE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS TOS OR ANY OF ITS EXHIBITS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO SUBMITTABLE UNDER THIS TOS IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$5,000.00, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Term and Termination.

(a) Term. The term of this TOS commences as of the effective date of this TOS and, unless terminated earlier pursuant any of the TOS's express provisions, will continue in effect until the date specified in the Order Form (the "**Initial Term**").

(b) Renewal. Unless otherwise specified in the Order Form, upon expiration of the Initial Term, this TOS shall automatically renew for additional successive terms of the same length as the Initial Term (or one year, whichever is greater), unless either Party provides written notice of nonrenewal at least ninety days prior to the end of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), or unless sooner terminated as provided in this TOS. If the Term is renewed for any Renewal Terms pursuant to this Section, the terms and conditions of this TOS during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the Fees during the applicable Renewal Term as set forth in the Fees Section of this TOS. If either Party

provides timely notice of its intent not to renew this TOS, then, unless otherwise sooner terminated in accordance with its terms, this TOS shall terminate on the expiration of the then-current Term.

(c) Termination. In addition to any other express termination right set forth in this TOS:

(i) Submittable may terminate this TOS, effective on written notice to Customer, if Customer fails to pay any Fees, and such failure continues more than twenty (20) days after Submittable's delivery of written notice to Customer;

(ii) Customer may terminate this TOS at any time, effective on written notice to Submittable;

(iii) Except as provided in subsection (i), either Party may terminate this TOS, effective on written notice to the other Party, if the other Party materially breaches this TOS, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; and

(iv) either Party may terminate this TOS, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(d) Effect of Expiration or Termination. Upon expiration or earlier termination of this TOS, Customer shall immediately discontinue use of the Services and Submittable IP, and Customer shall delete, destroy, or return all copies of Submittable IP and certify in writing to Submittable that Submittable IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund. Unless Customer terminates for Submittable's material breach, all Fees that would have become payable had the TOS remained in effect until expiration of the Term will become immediately due and payable, and Customer shall immediately pay such Fees, together with all previously-acrued but not yet paid Fees. For thirty (30) days following any termination of this TOS or upon Customer's request, at no additional cost to Customer, Submittable shall allow Customer or a third-party nominated by Customer to download any Customer Data, unless applicable law requires otherwise.

(e) Survival. The sections dealing with Confidential Information, intellectual property, and any right or obligation of the Parties in this TOS which, by its express terms, nature, or context is intended to survive termination or expiration of this TOS, shall continue indefinitely and shall survive any termination or expiration of this TOS.

15. U.S. Government Rights. Customer may not remove or export from the United States or allow the export or re-export of the Services or anything related to the Services, or any direct product of the Services in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the software and documentation installed by Submittable on Customer systems (if applicable) are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed

solely by the terms of this TOS and will be prohibited except to the extent expressly permitted by the terms of this TOS.

16. Changes to this TOS. Any changes to this TOS must be mutually agreed upon by both Parties.

17. Conflicts. In the case of conflict or ambiguity between any provision contained in the body of this TOS and any provision contained in the “Special Terms” section of the Order Form, the provision in the body of the “Special Terms” section of the Order Form will prevail.

18. Miscellaneous.

(a) Entire Agreement. This TOS, together with any other documents incorporated by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this TOS and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications must be in writing and addressed to the Parties at the addresses that may be designated by the Party giving notice from time to time in accordance with this Section. All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this TOS, a notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the notice has complied with the requirements of this Section.

(c) Force Majeure. Except for the payment of Fees, in no event shall either Party be liable to the other Party, or be deemed to have breached this TOS, for any failure or delay in performing its obligations under this TOS (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party’s reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Waiver. No waiver by any Party of any of the provisions of this TOS will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this TOS, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this TOS will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this TOS is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this TOS or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this TOS so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This TOS is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action, or proceeding arising out of or related to this TOS or the licenses granted under this TOS will be instituted exclusively in the United States District Court for the Northern District of Illinois or the courts of the 16th Judicial Circuit, Kane County, Illinois, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g)

(h) Assignment. Submittable may assign this TOS without written consent of Customer provided the assignment is pursuant to a merger, consolidation, reorganization, asset or stock sale provided the assignee remains fully liable under the terms of the TOS. Otherwise, neither Party may assign this TOS without the prior written consent of the other. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this TOS. Any purported assignment, delegation, or transfer in violation of this Section is void. This TOS is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

(i) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Sections related to Confidential Information, intellectual property, or, in the case of Customer, Sections related to Use Restrictions or Customer Control and Responsibility, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(k) Attorneys' Fees. In the event that any action is instituted or commenced by either Party against the other Party arising out of or related to this TOS, the substantially prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

(l) Counterparts. This TOS may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this TOS delivered by facsimile, email or other means of electronic transmission, as well as photocopies of such facsimile transmission or email correspondence (e.g., DocuSign) shall be deemed to have the same legal effect as delivery of an original signed copy of this TOS.

BY USING THE SERVICES OR BY EXECUTING THE ORDER FORM, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THIS TOS.

EXHIBIT A

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) forms part of the TOS. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Except as modified below, the terms of the TOS shall remain in full force and effect.

1. Additional Definitions.

“**Error**” means a failure of the Services to perform in substantial conformity with the Documentation, whose origin can be isolated to a single cause.

“**Incident**” means a support request that begins when Customer contacts Submittable to report one specific Error and ends when Submittable either: (a) Resolves the Error; or (b) determines in its reasonable discretion that the Error cannot be Resolved.

“**Maintenance Release**” means any update, upgrade, release, or other adaptation or modification of the Services, including any updated Documentation, that Submittable may provide to Customer from time to time, which may contain, among other things, Error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Services, but does not include any New Version.

“**New Version**” means any new version of the Services that Submittable may from time to time introduce and market generally as a distinct product and which Submittable may make available to Customer at an additional cost under a separate written agreement.

“**Resolve**” means the provision of: (a) services that, in Submittable’s reasonable discretion, corrects the Error; (b) information to Customer that corrects the Error; (c) information to Customer on how to obtain a solution that corrects the Error; or (d) information to Customer that identifies the Error as being corrected through a Maintenance Release.

“**Response Time**” means the time period for Submittable to acknowledge the submission of an Incident. Such period will commence on submission of the Incident and conclude upon first response by Submittable.

“**Severity Level 1**” means any Error causing a production instance of the Services not to be available.

“**Severity Level 2**” means any Error causing a non-production instance of the Services not to be available, or any Error causing any mission critical function of any production instance of the Services to perform unacceptably or to fail.

“**Severity Level 3**” means any Error related to the production instance of the Services that does not qualify as a Severity Level 1 or Severity Level 2; or any Error causing any mission critical function of any non-production instance of the Services to perform unacceptably or to fail.

“**Severity Level 4**” means any Error that does not qualify as Severity Level 1, 2, or 3.

“**Target Resolution Time**” means the target time period for Submittable to Resolve the Error or provide a workaround or other temporary fix. Such period shall commence on the submission of the Incident, and shall conclude when the Error is Resolved, and shall not include any time lapsed as a result of waiting for Customer’s input or responses to Submittable’s requests regarding the Error.

2. Incident Response Time. During the Term of the TOS, Submittable shall use best efforts to respond to and Resolve any Incidents in accordance with the following timeframes:

| PRIORITY LEVEL | RESPONSE TIME | TARGET UPDATE INTERVALS | TARGET RESOLUTION TIME |
|-----------------------|----------------------|--------------------------------|-------------------------------|
| Severity Level1 | One (1) hour | Two (2) hours | Twenty-Four (24) hours |
| Severity Level2 | Two (2) hours | Four (4) hours | Forty-Eight (48) hours |
| Severity Level3 | Two (2) hours | Three (3) days | Seven (7) days |
| Severity Level4 | Four (4) hours | Seven (7) days | Next Maintenance Release |

3. Computation of Time. For Severity Level 1 and 2, hours and days shall be determined on a 24 x7 x 365 basis. For all other requests, hours and days shall be determined on a 24 x 5 basis, excluding holidays observed by Submittable.

4. Incidents. Submittable has the sole right to determine, in its reasonable discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be Resolved. If Submittable Resolves an Error by providing a workaround or other temporary fix, Submittable will use commercially reasonable efforts to determine a permanent resolution to the Error described in the Incident.

5. Scheduled Downtime. Submittable will provide at least eight hours of notice before implementing any scheduled downtime when Services will not be available.

6. Uptime Percentage. Submittable shall use commercially reasonable efforts to ensure the uptime percentage of the Services will be at or greater than ninety-eight percent (98%).

7. Maintenance Releases. Submittable will provide Customer with all Maintenance Releases under the terms and conditions set forth in the TOS. Customer does not have any right under or in connection with this SLA to receive any New Versions that Submittable may, in its sole discretion, release from time to time.

8. Exceptions. Submittable has no obligation to Resolve Errors to the extent such Errors arise out of or result from any of the following:

8.1 The Services or site, or the media on which they are provided, that is modified or damaged by Customer;

8.2 Any operation or use of, or other activity relating to, the Services by Customer other than as specified in the Documentation, including any incorporation in the Services of, or combination, operation or use of the Services in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer’s use in the Documentation, unless otherwise expressly permitted in writing by Submittable;

8.3 Any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer’s obligations under the TOS or this SLA;

8.4 Customer’s failure to promptly install any Maintenance Release that Submittable has previously made available to Customer;

8.5 Customer’s operation of, or access to, Customer or a third-party’s system or network; or

8.6 Any Force Majeure event (including abnormal physical or electrical stress).

9. Obligations.

9.1 Notification. Customer shall promptly notify Submittable of any Error and provide Submittable with reasonable detail of the nature and circumstances of the Error.

9.2 Compliance. Each Party shall comply with all terms and conditions of this SLA.

9.3 Data Backup. Customer agrees to backup all data, files, and information before the performance of any of Submittable's efforts to respond to and Resolve any Incidents, and Customer hereby assumes sole responsibility for any lost or altered data, files, or information.

9.4 Information. Customer shall provide Submittable with all information reasonably requested by Submittable from time to time relating to Customer's use of the Services, including information on Customer's hardware, network, and systems.

10. Workmanship. Submittable will perform its obligations under this SLA using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this SLA.

11. Subcontractors. Submittable may, in its sole discretion, perform any of Submittable's obligations in this SLA by or through third-parties, subject to the DPA.

12. Term and Termination. This SLA shall be in effect so long as the TOS is in effect. This SLA will terminate upon termination of the TOS.

13. Conflict. In the event of a conflict between this SLA and the TOS, the terms of the TOS shall control.

EXHIBIT B

Data Processing Addendum

This Data Processing Addendum (the “**DPA**”) sets out the additional terms, requirements, and conditions for which Submittable will obtain, handle, process, disclose, transfer, or store Personal Information when providing Services under the TOS.

Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Except as modified below, the terms of the TOS shall remain in full force and effect.

In consideration of the mutual obligations set out in this DPA, the Parties hereby agree that the terms and conditions set out below shall supplement the TOS.

1. Definitions and Interpretation.

1.1 The following definitions and rules of interpretation apply in this DPA.

“**Affiliate**” means any other individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, either Customer or Submittable as the case may be.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s) which (a) is subject to the Privacy and Data Protection Requirements, and (b) is permitted to use the Services pursuant to the TOS, but has not signed its own Order Form and is not a “Customer” as defined under the TOS.

“**Business Purpose**” means the Services described in the TOS.

“**Controller**” means Customer.

“**Data Subject**” means an individual who is the subject of Personal Information.

“**Personal Information**” means any information Submittable Processes on behalf of Customer or Customer’s Authorized Affiliate under or in connection with the TOS that (a) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in Submittable’s possession or control, or (b) as the relevant Privacy and Data Protection Requirements otherwise define as protected personal information.

“**Privacy and Data Protection Requirements**” means all applicable federal, state, and foreign laws and regulations relating to the Processing, protection, or privacy of the Personal Information, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. This includes, but is not limited to, the Gramm-Leach-Bliley Act (“**GLBA**”) (where applicable); the EU Data Protection Directive 95/46/EC (the “**Directive**”) or, when applicable, EU General Data Protection Regulation 2016/679 (“**GDPR**”), the implementing acts of the foregoing by the Member States of the European Union; the Family Educational Rights and Privacy Act, 20 USC 1232g and its implementing regulations (“**FERPA**”) (where applicable); the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103 and its implementing regulations (“**HIPAA**”) (where applicable); the Payment Card Industry Data Security Standards (“**PCI-DSS**”); and the California Consumer Privacy Act of 2018 (“**CCPA**”) (where applicable).

“**Processing, Processes, or Process**” means any activity performed on Personal Information or that the relevant Privacy and Data Protection Requirements may otherwise include in the definition of Processing, Processes, or Process. It includes collecting, obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data including, but not limited to, organizing, amending, retrieving, using, disclosing, transmitting, disseminating, making

available, combining, restricting, erasing, or destroying it. Processing also includes transferring Personal Information to third-parties.

“Security Breach” means any act or omission that compromises, or is reasonably suspected to compromise the security, confidentiality, or integrity of Personal Information under Submittable’s control or the physical, technical, administrative, or organizational safeguards put in place to protect it. The accidental or unlawful destruction, loss of, alteration, or unauthorized access, disclosure, or acquisition of Personal Information is a Security Breach whether or not the incident rises to the level of a security breach under the Privacy and Data Protection Requirements.

“Standard Contractual Clauses” means the European Commission’s Standard Contractual Clauses for the transfer of Personal Information from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU, a completed copy of which comprises Appendix C.

“Sub-processor” means any third-party engaged by Submittable, or by a Submittable Sub-processor to Process Personal Information under the Services.

“Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the GDPR.

1.2 The Appendices form part of this DPA and will have effect as if set out in full in the body of this DPA. Any reference to this DPA includes the Appendices.

1.3 A reference to writing or written includes faxes, email, and any text sent via a messaging system from one Party to another Party.

1.4 In the case of conflict or ambiguity between:

(a) any provision contained in the body of this DPA and any provision contained in the Appendices A through C, the provision in the body of this DPA will prevail;

(b) any of the provisions of this DPA and any executed Standard Contractual Clauses (Appendix C), the provisions of the executed Standard Contractual Clauses will prevail;

(c) the terms of any Order Form and any provision contained in the Appendices, the provision contained in the Appendices will prevail; and

(d) any of the provisions of this DPA and the provisions of the TOS, the provisions of this DPA will prevail.

2. Personal Information Types; Processing Purposes; General Obligations.

2.1 Submittable shall comply with all Privacy and Data Protection Requirements applicable to Submittable’s provision and/or performance of the Services.

2.2 Customer shall comply with all Privacy and Data Protection Requirements applicable to Customer’s use of the Services, Customer’s transfer of Personal Information to Submittable, and for the Processing instructions it gives to Submittable. Customer shall have sole responsibility for the accuracy, quality, and legality of such instructions pertaining to Personal Information collected and stored in regards to all End Users and the means by which Customer acquires Personal Information.

2.3 Appendix A describes the general categories, subject-matter, duration, nature, purpose, type, and categories of Processing, the types of Personal Information involved in the Processing, and the Data Subject types Submittable may use or Process to fulfill the Business Purpose.

3. Submittable’s Obligations.

3.1 Submittable will not Process the Personal Information in a way that would violate this DPA or the Privacy and Data Protection Requirements. Submittable will only Process the Personal Information to the extent, and in such a manner, as is necessary:

- (a) for the Business Purpose and in accordance with Customer's reasonable and lawful written instructions, where such instructions are consistent with the terms of the TOS and this DPA;
- (b) to respond to a Data Subject Request when exercising his or her rights under the GDPR as permitted by this DPA;
- (c) to comply with applicable law; or
- (d) as authorized in writing or appropriate electronic consent by Customer.

3.2 Submittable must promptly comply with any reasonable and lawful Customer request or instruction requiring Submittable to amend, transfer, or delete the Personal Information, or to stop, mitigate, or remedy any unauthorized Processing.

3.3 Submittable will appoint a data protection officer where such appointment is required by Privacy and Data Protection Requirements. The appointed person may be reached at privacy@submittable.com.

3.4 Submittable will treat all Personal Information as Confidential Information, will not sell it to anyone, and will not disclose it to third-parties unless Customer or this DPA specifically authorizes the disclosure, or as required by law.

3.5 Submittable will reasonably assist Customer with meeting Customer's compliance obligations under the Privacy and Data Protection Requirements, taking into account the nature and scope of the Processing and the information available to Submittable.

3.6 Submittable must promptly notify Customer of any changes to Privacy and Data Protection Requirements that may adversely affect Submittable's performance of the TOS.

3.7 Customer acknowledges that Submittable is under no duty to investigate the completeness, accuracy, or sufficiency of any specific Customer instructions or the Personal Information other than as required under the Privacy and Data Protection Requirements.

3.8 Submittable will only collect Personal Information for Customer using a notice or method which contains the purpose or purposes for which their Personal Information will be processed, and any other information that is required by applicable Privacy and Data Protection Requirements.

3.9 Submittable will store any and all Personal Information under its control in the United States.

4. Submittable's Employees.

4.1 Submittable will limit Personal Information access to:

- (a) its employees who require Personal Information access to meet Submittable's obligations under this DPA and the TOS; and
- (b) the part or parts of the Personal Information that those employees strictly require for the performance of their duties.

4.2 Submittable shall take industry standard, commercially, and technically reasonable steps to ensure the reliability of any work done by Submittable personnel engaged in the Processing of Personal Information.

4.3 Submittable will ensure that all employees:

- (a) are informed of the Personal Information's confidential nature and use restrictions;
- (b) have undertaken training on the Privacy and Data Protection Requirements relating to handling Personal Information and how it applies to their particular duties; and

(c) are aware both of Submittable's duties and their personal duties and obligations under the Privacy and Data Protection Requirements and this DPA.

4.4 Submittable will take reasonable steps to ensure the reliability, integrity, and trustworthiness of, and conduct background checks consistent with applicable law on, all of Submittable's employees with access to the Personal Information.

5. Sub-processors.

5.1 Customer acknowledges and agrees that (a) Submittable's Affiliates may be retained as Sub-processors, and (b) Submittable and Submittable's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Customer acknowledges and expressly agrees that Submittable may engage new Sub-processors as described in this DPA.

5.2 Submittable may only use a Sub-processor to Process Personal Information if:

(a) Submittable or a Submittable Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Information to the extent applicable to the nature of the services provided by such Sub-processor;

(b) Submittable maintains control over all Personal Information it entrusts to the Sub-processor;

(c) Submittable remains liable for breaches of this DPA caused by its Sub-processor's acts and omissions; and

(d) the Sub-processor does not process Personal Information outside of the United States.

5.3 A list of current Sub-processors can be found at Appendix A. Such Sub-processor list shall include the identities of those Sub-processors and their country of location. Customer agrees and acknowledges Submittable's current Sub-processors are authorized to Process Personal Information as set forth in this DPA. Submittable shall update the list of Sub-processors with the identities of those Sub-processors and their country of location on its website at: <https://www.submittable.com/subprocessors> ("**Updated Sub-processor List**").

5.4 Customer may object to Submittable's use of a new Sub-processor by notifying Submittable in writing within ten (10) business days after such Sub-processor is added to the Updated Sub-processor List, provided Customer's objection is based on a commercially reasonable and objective belief that such Sub-processor is not qualified to Process Personal Information. In the event Customer objects to a new Sub-processor, Submittable will notify Customer within sixty (60) days if another Sub-processor is available for performing the objected to Sub-processors' duties. In the interim, provided Customer refuses to allow such new objected to Sub-processor to Process Personal Information, or if Submittable is unable to make available another Sub-processor, Customer may terminate the applicable Order Form in part or entirely by providing written notice to Submittable. Submittable will refund to Customer any prepaid fees covering the remainder of the term of such Order Form following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

6. Authorized Affiliates.

6.1 Customer agrees to obtain agreement of its Authorized Affiliates to be bound by the obligations under this DPA and, to the extent applicable, the TOS. All access to and use of the Services by Authorized Affiliates must comply with the TOS, and any violation of the TOS by an Authorized Affiliate shall be deemed a violation by Customer.

6.2 Customer shall remain responsible for coordinating all communication with Submittable under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

6.3 Where an Authorized Affiliate becomes subject to this DPA with Submittable, it shall, to the extent required under applicable Privacy and Data Protection Requirements, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

(a) except where applicable Privacy and Data Protection Requirements require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Submittable directly by itself, the Parties agree that (i) Customer shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate; and (ii) Customer shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together; and

(b) Customer shall, when carrying out any audit of the procedures relevant to the protection of Personal Information, take all reasonable measures to limit any impact on Submittable and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates into one single audit.

7. Security.

7.1 Submittable must at all times implement industry standard, appropriate administrative, physical and technical safeguards and measures designed to safeguard Personal Information against unauthorized or unlawful Processing, access, disclosure, loss, misuse, copying, modification, storage, reproduction, display, or distribution, and against accidental loss, disclosure, misuse, destruction, or damage including, but not limited to, the security measures set out in Appendix B. Submittable must document those measures in writing and periodically review them, at least annually, to ensure they remain current and complete.

7.2 Submittable shall take reasonable measures, including the collection of industry- standard audit trails to protect Personal Information against deterioration or degradation of data quality and authenticity.

7.3 Each Party will, in its reasonable commercial discretion, and if able, promptly update its security measures if it becomes aware of any advance in technology and methods of working, which indicate that it should adjust its security measures.

7.4 Submittable must take industry standard and operationally reasonable precautions to preserve the integrity of any Personal Information it Processes and to prevent any corruption or loss of the Personal Information, including but not limited to establishing effective backup and data restoration procedures.

7.5 Submittable must take industry standard and operationally reasonable precautions to ensure the Services are free of any system settings or defects that would create a potential Security Breach.

7.6 All electronic transmission of Personal Information by a Party shall be performed in a secure and encrypted manner. All data transmissions between the Parties shall include detailed audit logs of all Personal Information transfer events.

8. Security Breaches and Personal Information Loss.

8.1 Submittable will promptly notify Customer if any Personal Information is lost, destroyed, or becomes damaged, corrupted, or unusable. Submittable will use best efforts to rectify the impact of the loss or corruption of such Personal Information at its own expense.

8.2 Submittable will promptly notify Customer, within forty-eight (48) hours, if it becomes aware of:

- (a) any unauthorized or unlawful Processing of the Personal Information; or
- (b) any Security Breach.

8.3 Immediately following any unauthorized or unlawful Personal Information Processing or Security Breach, the Parties will coordinate with each other to investigate the matter. Submittable will reasonably cooperate with Customer in Customer's handling of the matter, including:

- (a) taking such industry standard actions as may be necessary to preserve forensic evidence and to limit, stop, or otherwise remedy the Security Breach;
- (b) assisting with any investigation;
- (c) subject to reasonable measure to protect the data security, privacy, confidentiality, and intellectual property rights of Submittable, its customers, and Data Subjects, providing Customer or Customer's designee with remote and physical access to any facilities and operations affected;
- (d) facilitating interviews with Submittable's employees, former employees, and others involved in the matter; and
- (e) making available all relevant records, logs, files, data reporting, and other materials required to comply with all Privacy and Data Protection Requirements or as otherwise reasonably required by Customer. All information provided to Customer under this Section may be redacted as reasonably necessary to remove any information from the materials that may compromise the security of Submittable's information technology environment or the confidentiality of any third-party confidential information, provided that such removal does not prevent Customer from understanding the substance of the materials.

8.4 Submittable will not inform any third-party of any Security Breach without first obtaining Customer's prior written consent, except when applicable law requires it.

8.5 Unless applicable law requires otherwise, Submittable agrees that Customer has the sole right to determine:

- (a) whether to provide notice of the Security Breach to any Data Subjects, regulators, Supervisory Authority, law enforcement agencies, or others, as required by applicable law or in Customer's discretion, including the contents and delivery method of the notice; and
- (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.

8.6 Subject to any limitations in the TOS, Submittable will cover all reasonable expenses associated with the performance of the obligations under Section 8.2 and Section 8.3, unless the matter arose from (a) Customer's specific instructions; (b) any negligence, willful default, or breach of this DPA by Customer, or any employee, agent, contractor, representative, or Authorized Affiliate of Customer; (c) any breach or unauthorized access of the system, server(s), network(s), website(s), information, data, or records of Customer which were not in the possession and control of Submittable or its Sub-processors; or (d) any Security Breach which originated with, was caused by, or resulted from any Customer owned and operated server, website, system, software, or network, which were not the result of any actions or inactions of Submittable or its Sub-processors, which in any of the foregoing cases Customer will cover all reasonable expenses.

8.7 Subject to any limitations in the TOS, Submittable will also reimburse Customer for actual reasonable expenses Customer incurs when responding to and mitigating damages, to the extent that Submittable solely caused a Security Breach, including all costs of notice and any remedy as set out in Section 8.5.

8.8 In the event of a Security Breach, each Party shall use all reasonable efforts in good faith to mitigate any reputational and brand damage to the other affected Party.

9. Special Laws Regarding Personal Information.

9.1 Provided the Business Purpose allows Submittable access to Personal Information in the form of protected health information as defined by HIPAA, the Parties shall execute Submittable's HIPAA-compliant business associate agreement.

9.2 Provided the Business Purpose allows Submittable access to Personal Information subject to FERPA, Submittable will be considered a "school official" with a "legitimate educational interest" as those terms are used in FERPA and its implementing regulations, and Submittable agrees to abide by the applicable limitations on disclosure and re-disclosure of Personal Information from education records under FERPA.

10. Cross-Border Transfers of Personal Information.

10.1 For purposes of the GDPR, the Parties acknowledge and agree that with regard to the processing of Personal Information, Customer is the Controller and Submittable is a Processor.

10.2 If the Privacy and Data Protection Requirements restrict cross-border Personal Information transfers, Customer will only transfer or cause to be transferred that Personal Information to Submittable under the following conditions:

(a) Submittable, either through its location or participation in a valid cross-border transfer mechanism under the Privacy and Data Protection Requirements, as identified in Appendix A, may legally receive that Personal Information, however, Submittable must promptly inform Customer of any change to that status;

(b) Customer obtained valid Data Subject consent to the transfer under the Privacy and Data Protection Requirements; or

(c) the transfer otherwise complies with the Privacy and Data Protection Requirements for the reasons set forth in Appendix A.

10.3 If any Personal Information transfer between Submittable and Customer requires implementation of Standard Contractual Clauses in order to comply with the Privacy and Data Protection Requirements, the Standard Contractual Clauses contained in Appendix C, shall be in effect, and each Party shall abide by its obligations and take all other actions reasonably required to legitimize the transfer, including, if necessary:

(a) cooperating to register the Standard Contractual Clauses with any Supervisory Authority in any European Economic Area country;

(b) procuring approval from any such Supervisory Authority; or

(c) providing additional information about the transfer to such Supervisory Authority.

10.4 Subject to the terms of this DPA, Submittable makes available the transfer mechanisms listed on Appendix A which shall apply, in the order of precedence as set out below, to any transfers of Personal Information under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries or territories which do not ensure an adequate level of data protection within the meaning of Privacy and Data Protection Requirements of the foregoing territories, to the extent such transfers are subject to such Privacy and Data Protection Requirements:

(a) the Standard Contractual Clauses set forth in Appendix C to this DPA apply to the Services of the Standard Contractual Clauses (the "Services" as defined in Schedule 1 of the Standard Contractual Clauses), subject to the additional terms of this Section 10; and

(b) in the event that Services are covered by more than one transfer mechanism, the transfer of Personal Information will be subject to a single transfer mechanism in accordance with the following order of precedence: (i) the Standard Contractual Clauses; then, (ii) any other transfer mechanism.

10.5 The Standard Contractual Clauses and the additional terms specified in this Section apply to (a) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Authorized Affiliates; and (b) all Affiliates of Customer established within the European Economic Area, Switzerland, and the United Kingdom, which have signed Order Form(s) for the Services. For the purpose of the Standard Contractual Clauses and this Section, the aforementioned entities shall be deemed “data exporters”.

10.6 This DPA and the TOS are Customer’s instructions at the time of signature of the TOS to Submittable for the Processing of Personal Information.

10.7 The Parties agree that any copies of the Sub-processor agreements that must be sent by Submittable to Customer may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Submittable beforehand; and, that such copies will be provided by Submittable only upon reasonable request by Customer where such request is based on legitimate business reasons.

10.8 Upon Customer’s request, Submittable shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer’s obligation under the GDPR or other Privacy and Data Protection Requirements to carry out a data protection impact assessment related to Customer’s use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Submittable. Submittable shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section, to the extent required under the GDPR or other Privacy and Data Protection Requirements.

11. Complaints, Data Subject Requests, and Third Party Rights.

11.1 Submittable must, to the extent legally permitted, promptly notify Customer if it receives any complaint, notice, or communication that directly or indirectly relates to the Personal Information Processing or to either Party’s compliance with the Privacy and Data Protection Requirements.

11.2 Submittable shall, to the extent legally permitted, promptly notify Customer if Submittable receives a request from a Data Subject to exercise one or more of its rights under the Privacy and Data Protection Requirements for which Submittable is a processor (“**Data Subject Request**”). Customer is fully responsible for responding to Data Subject Requests. Taking into account the nature of the Processing, Submittable shall assist Customer by providing appropriate technical and organizational measures, insofar as is possible, for the fulfillment of Customer’s obligation to respond to a Data Subject Request under Privacy and Data Protection Requirements. In addition, to the extent Customer, in its use of the Services, directs Submittable to respond to a Data Subject Request, Submittable shall, upon Customer’s request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Submittable is legally permitted to do so and the response to such Data Subject Request is required under Privacy and Data Protection Requirements. If Submittable will incur costs beyond those associated with routine business or technical processes, and provided Submittable is not already required to pay for such costs, Submittable shall notify Customer of such costs and receive written approval from Customer to perform support of Customer in satisfying the Data Subject Request. In such case, Customer shall be responsible for agreed-upon costs arising from Submittable’s provision of such assistance.

11.3 Submittable must not disclose the Personal Information to any Data Subject or to a third-party unless the disclosure is either at Customer’s request or instruction, permitted by this DPA or is otherwise required by law.

11.4 If a law requires Submittable to Process or disclose Personal Information, Submittable must first inform Customer of the legal requirement and give Customer an opportunity to object or challenge the requirement, unless the law prohibits such notice.

12. Records.

12.1 Submittable will keep detailed, accurate, and up-to-date records regarding any Processing of Personal Information it carries out for Customer, including but not limited to, the access, control, and security of the Personal Information, approved Sub-processors, the Processing purposes, and any other records required by the applicable Privacy and Data Protection Requirements (the “**Records**”).

12.2 Submittable will ensure that the Records are sufficient to enable Customer to verify Submittable’s compliance with its obligations under this DPA.

13. Audits.

13.1 If a Security Breach occurs or is occurring, or Submittable becomes aware of a breach of any of its obligations under this DPA or any Privacy and Data Protection Requirements, Submittable will:

- (a) promptly conduct its own audit to determine the cause;
- (b) produce a written report that includes detailed plans to remedy any deficiencies identified by the audit, on a confidential need-to-know basis, and a redacted version of the audit report itself so that Customer can reasonably verify Submittable’s compliance with its security obligations under this DPA;
- (c) provide Customer with a copy of the written audit report; and
- (d) promptly remedy any deficiencies identified by the audit within.

13.2 Additionally, Submittable shall annually (a) cause a reputable independent third-party audit firm to conduct SOC II audits of Submittable; and (b) upon Customer’s written request, provide to Customer the audit reports resulting from the cost audits as set forth below (“**Submittable Audit Report**”). The Submittable Audit Report will address the control procedures used by Submittable at the Services locations, including specifically an assessment of whether (a) the control procedures were suitably designed to provide reasonable assurance that the stated internal control objectives would be achieved if the procedures operated as designed; and (b) the control procedures operated effectively at all times during the reporting period. Upon Customer’s advance written request, no more frequently than once per 12-month period, Submittable will provide access to Customer, on a confidential need-to-know basis, a redacted version of the Submittable Audit Report so that Customer can reasonably verify Submittable’s compliance with its security obligations under the TOS or this DPA. Submittable may remove any information from the Submittable Audit Report or another audit report that may compromise the security of Submittable’s information technology environment or the confidentiality of any third-party confidential information, provided that such removal does not prevent Customer from understanding the substance of the Submittable Audit Report or another audit report. Submittable will make good faith, commercially reasonable efforts to promptly remediate:

- (a) any errors identified in a Submittable Audit Report that could reasonably be expected to have an adverse impact on Customer’s use of the Services as set forth in the TOS; and
- (b) material deficiencies identified in a Submittable Audit Report.

13.3 The Parties agree that the audits described in the Standard Contractual Clauses shall be carried out in accordance with the following specifications:

(a) upon Customer's reasonable request, and subject to the confidentiality obligations set forth in the TOS, Submittable shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Submittable and that has signed nondisclosure agreement reasonably acceptable to Submittable) information regarding Submittable's compliance with the obligations set forth in this DPA;

(b) following any notice by Submittable to Customer of an actual or reasonably suspected Security Breach or unauthorized disclosure of Personal Information, upon Customer's reasonable belief that Submittable is in breach of its obligations in respect of protection of Personal Information under this DPA, or if such audit is required by Customer's Supervisory Authority, Customer may contact Submittable in accordance with the "Notice" Section of this DPA to request an audit at Submittable's premises of the procedures relevant to the protection of Personal Information;

(c) any such request shall occur no more than once annually, save in the event of an actual or reasonably suspected Security Breach or unauthorized access to Personal Information, unless the audit is required by applicable law or a Supervisory Authority;

(d) Each Party shall bear its own audit costs and expenses;

(e) before the commencement of any such on-site audit, Customer and Submittable shall mutually agree upon the scope, timing, and duration of the audit; and

(f) Customer shall promptly notify Submittable with information regarding any non-compliance discovered during the course of an audit.

14. Warranties.

14.1 Submittable warrants and represents that:

(a) its employees, Sub-processors, agents, and any other person or persons accessing Personal Information on its behalf are reliable and trustworthy and have received the required training on the Privacy and Data Protection Requirements relating to the Personal Information;

(b) it and anyone operating on its behalf will Process the Personal Information in compliance with both the terms of this DPA and all applicable Privacy and Data Protection Requirements and other Laws, enactments, regulations, orders, standards, and other similar instruments;

(c) it has no reason to believe that any Privacy and Data Protection Requirements prevent it from providing any of the TOS's contracted Services;

(d) to the best of its knowledge, the Services are free of and do not contain any code or mechanism that collects information, bypasses Customer authentication and authorization controls or asserts control of any Customer network or system without Customer's prior written consent;

(e) before any Submittable Sub-processor Processes any Personal Information on behalf of any Customer, Submittable's entry into this DPA as agent for and on behalf of that Submittable Sub-processor will have been duly and effectively authorized (or subsequently ratified) by Submittable.

(f) it will not knowingly introduce via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to Personal Information; and

(g) considering the current technology environment and implementation costs, it will take appropriate technical and organizational measures to prevent the unauthorized or unlawful Processing of Personal Information and the accidental loss or destruction of, or damage to, Personal Information, and ensure a level of security appropriate to:

- (i) the harm that might result from such unauthorized or unlawful Processing or accidental loss, destruction, or damage; and
- (ii) the nature of the Personal Information protected; and
- (iii) comply with all applicable Privacy and Data Protection Requirements and its information and security policies.

15. Scope Modifications. In the event a Party's compliance with Privacy and Data Protection Requirements requires the imposition of certain additional contractual obligations under this DPA, such Party shall notify the other Party and both Parties shall in good faith seek to amend this DPA in order to address the requirements under Privacy and Data Protection Requirements. In the event the Parties fail to reach an agreement on an amendment to this DPA, Submittable may unilaterally amend this DPA to conform to the minimum additional requirements imposed by any Privacy and Data Protection Requirement without notice to Customer and without Customer's consent.

16. Term and Termination.

16.1 This DPA will remain in full force and effect so long as:

- (a) the TOS remains in effect; or
- (b) Submittable retains any Personal Information related to the TOS in its possession or control (the "**DPA Term**").

16.2 Any provision of this DPA that expressly or by implication should come into or continue in force on or after the termination of the TOS or this DPA in order to protect Personal Information will remain in full force and effect.

16.3 Either Party's failure to comply with the provisions of this DPA may be a material breach of the TOS. In the event of a material breach, the non-breaching Party may terminate the TOS in accordance with the provisions of the TOS.

17. Data Return and Destruction.

17.1 During the DPA Term and for thirty (30) days after, at Customer's request, and as applicable law allows, Submittable shall allow Customer to download from the Services all or part of Customer's Personal Information in its possession or control.

17.2 Subject to the preceding paragraph, on termination of the TOS for any reason or expiration of its Term, Submittable will destroy or, if directed in writing by Customer, return and not retain, all or any Personal Information related to the TOS in its possession or control, except for one (1) copy that it may retain offline in backup storage for only the period of time required by tax, audit, compliance, or other legally mandated functions, and for which Submittable has obtained an appropriate electronic consent by the End User who owns the Personal Information allowing Submittable to retain such Personal Information.

17.3 If any law, regulation, or government or regulatory body requires Submittable to retain any documents or materials that Submittable would otherwise be required to return or destroy, it will notify Customer in writing of that retention requirement, giving details of the documents or materials that it must retain, the legal basis for retention, and establishing a specific timeline for destruction once the retention requirement ends. Submittable may only use this retained Personal Information for the required retention reason or audit purposes.

17.4 On written request, Submittable will certify in writing that it has logically destroyed the Personal Information within thirty (30) after it completes its destruction obligations under this DPA.

18. Notice.

18.1 Any notice or other communication given to a Party under or in connection with this DPA must be in writing and delivered to:

For Customer: As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing.

For Submittable: Jamie Iguchi, Security and Compliance Officer.

18.2 This Section does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or another method of dispute resolution.

APPENDIX A

Personal Information Processing Purposes and Details

Business Purpose / Subject Matter of Processing: to provide the Services pursuant to the TOS.

Duration of Processing: Duration of Customer's engagement of Submittable and until all Personal Information is deleted or returned to Customer.

Personal Information Categories:

- Include those expressly identified in Article 4 of the GDPR.
- First and last name.
- Contact information (email, phone, physical address).
- ID data, including, but not limited to, data imported by the End User or Authorized User which may include first name, last name, email address, and the data importer's chosen password.
- Professional life data, including, but not limited to, data imported by End User or Authorized User which may include information provided by the End User or Authorized User in response to Customers' call for submissions through Submittable's platform.
- Personal life data, including, but not limited to, data imported by End User or Authorized User which may include information provided by the End User or Authorized User in response to Customer's call for submissions through Submittable's platform.
- Connection data including IP addresses associated with logins.
- Personal Information which may reveal racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the Processing of data concerning health or sex life.
- Metadata about data submitted.
- Additionally, an End User or Authorized User may submit special categories of data to the Services, the extent of which is determined and controlled by the data importer in its sole discretion.
- Any other data as directed by Customer.

Processing Location: Submittable represents and warrants that it will Process Personal Information in its control only in the United States.

Approved Sub-processors:

- All approved Sub-processors found at: <https://www.submittable.com/subprocessors>

Data Subject Categories: Customer, Customer's Authorized Affiliates, Customer's Authorized Users, and End Users.

Submittable's Legal Basis for Receiving Personal Information with Cross-Border Transfer Restrictions:

- Standard Contractual Clauses
- Other (describe in detail): _____

APPENDIX B

Security Measures

REQUIRED TECHNICAL AND ORGANIZATIONAL DATA SECURITY MEASURES:

- ORGANIZATIONAL MEASURES

- Submittable has appointed one or more security officers responsible for coordinating and monitoring the security rules and procedures.
- Submittable personnel with access to Personal Information are subject to confidentiality obligations.
- Submittable has performed a risk assessment before Processing Personal Information.
- Submittable has implemented and will maintain an information security program that establishes roles and responsibilities for information security, and supports the confidentiality, integrity, and availability of information systems operated by Submittable and its Subcontractors.
- Submittable has implemented and will maintain information security policies that define requirements for acceptable use, access control, application, and system development, passwords, remote access, information classification, operational security, workstation security, network security, media handling and disposal, mobile computing, and physical security.
- Submittable has implemented and will maintain a governance framework with supporting risk management policies that enables risk identification, analysis, and mitigation.
- Submittable conducts data security training upon hiring and annually for all employees.

- PHYSICAL ACCESS CONTROLS

- Entries for secure areas are controlled by security personnel, identification badges, and/or electronic key cards.
- All physical access is logged.
- Physical access logs are reviewed monthly for unusual activity.

- SYSTEM ACCESS CONTROLS

- System access is based on the principle of least privilege, i.e., Submittable restricts access to Personal Information to only those individuals who require such access to perform their job function.
- System access is revoked immediately upon employment termination or other change resulting in an individual no longer needing such access.
- Management conducts quarterly review of accounts, system access, and permission levels

- DATA ACCESS CONTROLS

- Data access is based on the principle of least privilege, i.e., Submittable restricts access to Personal Information to only those individuals who require such access to perform their job function.
- Data access, including access to Personal Information, is revoked immediately upon employment termination or other change resulting in an individual no longer needing such access.
- Management reviews access to Personal Information, on a monthly basis.

- Submittable uses industry standard practices to identify and authenticate users who attempt to access information systems.
- Submittable employees may not store Personal Information on a personally owned device.
- Submittable classifies Personal Information to allow for appropriate access restrictions.
- Submittable has implemented an anti-virus solution that shall be kept up to date to protect against viruses and other malicious code.
- Submittable maintains a policy for recording Security Breaches where such records include a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data.
- TRANSMISSION CONTROLS
 - All databases are restricted to use private (internal) IP addresses only and can only be accessed by connecting to Submittable's virtual private cloud (VPC) network.
 - Customers and End Users access Submittable accounts over HTTPS.
- DATA BACKUPS
 - All production databases are housed in Amazon Web Services RDS (Relational Database Services).
 - Automated daily backups are enabled on all database instances.
 - Encryption is enabled on all databases.
 - Retention time for database backups is set to the maximum allowable.
 - Only database administrators have access to initiate backups or restores.
 - Only database administrators may modify backup or restoration configurations.
 - Submittable retains its security documents pursuant to its retention requirements after they are no longer in effect.
- DATA SEGREGATION
 - All data is stored in a multi-tenant relational database with logical separations.
 - Tenant data is separated using foreign keys and application logic.
- ADDITIONAL GENERAL SAFEGUARDS.
 - Submittable does not store any Personal Information on removable devices or removable media.
 - All Personal Information is encrypted while being transmitted between networks (including e-mail), whether public or private.
 - All Personal Information maintained on backup tapes or other backup media is encrypted.
 - Software firewalls are installed on all laptops and other devices containing Personal Information if connected to public networks or unsecure private networks.
 - Background checks are performed on all newly hired personnel and Subcontractors with access to Personal Information.
 - Prior to loading any Personal Information onto any application that is Internet facing, application vulnerability testing is performed and any findings are appropriately remediated.
 - Security tools required by this DPA, such as encryption tools, are monitored to determine whether they are installed, updated, and active.

- Security-related patches are applied in a timely manner in relation to the criticality of the patch, but not later than 10 days after the date such patches become available to Licensor for critical patches and 30 days for other patches.
- ADDITIONAL SAFEGUARDS THAT APPLY TO LAPTOPS ACCESSING PERSONAL INFORMATION.
 - Anti-virus and anti-spyware software are installed and are updated in a timely manner (but not less than weekly).
 - All data stored on a laptop are securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease.
 - Laptops are physically secured when unattended.
 - All laptops use a standard configuration that requires the screensaver to activate after not more than 10 minutes of inactivity and requires entry of the user's password to unlock the laptop.
 - Laptops use log-in passwords that are at least 8 characters in length.
 - Laptops lock out after not more than 10 invalid login attempts.
 - Users do not share passwords required to log in to laptops with unauthorized users of the laptops.
- ADDITIONAL SAFEGUARDS THAT APPLY TO ALL OTHER DEVICES ACCESSING PERSONAL INFORMATION.
 - Devices with access to Personal Information require the use of a password/PIN to unlock the device.
 - Devices with access to Personal Information lock after a period of inactivity of not more than 3 minutes, requiring that the log-in password/PIN be entered to unlock the device.
 - Submittable owned devices are securely erased prior to disposal, reuse, resale or return to a vendor at end of a lease.
 - Users do not share passwords/PINs for any device used to access Personal Information.

APPENDIX C

Standard Contractual Clauses

STANDARD CONTRACTUAL CLAUSES FOR THE TRANSFER OF PERSONAL INFORMATION FROM THE EUROPEAN UNION TO PROCESSORS ESTABLISHED IN THIRD COUNTRIES (CONTROLLER-TO-PROCESSOR TRANSFERS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

| | |
|---|--|
| Name of the data exporting organisation: | As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing. |
| address: | As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing. |
| tel: | As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing. |
| fax: | As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing. |
| e-mail: | As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing. |
| Other information needed to identify the organisation | As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing. |
| (the data exporter) | |
| Name of the data importing organisation: | Submittable Holdings, Inc. |
| address: | 111 North Higgins Ave 2nd Floor, Missoula Montana 59802, USA |
| tel: | + 1 (855) 467-8264 |
| fax: | + 1 (406) 578-1071 |
| e-mail: | privacy@submittable.com |
| Other information needed to identify the organisation | N/A |
| (the data importer) | |

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Annex A.

1. Definitions. For the purposes of the Clauses:

1.1 **Personal data, special categories of data, process/processing, controller, processor, data subject and Supervisory Authority** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

1.2 **The data exporter** means the controller who transfers the personal data;

1.3 **The data importer** means the processor who agrees to receive from the data exporter personal data intended for processing on its behalf after the transfer in accordance with its instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

1.4 **The sub-processor** means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with its instructions, the terms of the Clauses and the terms of the written subcontract;

1.5 **The applicable data protection law** means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

1.6 **Technical and organisational security measures** means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer. The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix A of the DPA which forms an integral part of the Clauses.

3. Third-party beneficiary clause. The data subject can enforce against the data exporter this clause 3, clause 4.1 to clause 4.9, clause 5.1 to clause 5.5, clause 5.7 to clause 5.10, clause 6.1 and clause 6.2, clause 7, clause 8.2, and clause 9 to clause 12 as third-party beneficiary.

3.1 The data subject can enforce against the data importer this clause 3, clause 5.1 to clause 5.5, clause 5.7, clause 6, clause 7, clause 8.2, and clause 9 to clause 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.2 The data subject can enforce against the sub-processor this clause 3, clause 5.1 to clause 5.5 and clause 5.7, clause 6, clause 7, clause 8.2, and clause 9 to clause 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.3 The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter. The data exporter agrees and warrants:

4.1 that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

4.2 that it has instructed, and throughout the duration of the personal data-processing services will instruct, the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

4.3 that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix B of the DPA;

4.4 that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

4.5 that it will ensure compliance with the security measures;

4.6 that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

4.7 to forward any notification received from the data importer or any sub-processor pursuant to clause 5.2 and clause 8.3 to the data protection Supervisory Authority if the data exporter decides to continue the transfer or to lift the suspension;

4.8 to make available to the data subjects upon request a copy of the Clauses, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

4.9 that, in the event of sub-processing, the processing activity is carried out in accordance with clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subjects as the data importer under the Clauses; and

4.10 that it will ensure compliance with clause 4.1 to clause 4.9.

5. Obligations of the data importer. The data importer agrees and warrants:

5.1 to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

5.2 that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

5.3 that it has implemented the technical and organisational security measures specified in Appendix B of the DPA before processing the personal data transferred;

5.4 that it will promptly notify the data exporter about:

(a) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(b) any accidental or unauthorised access; and

(c) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

5.5 to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the Supervisory Authority with regard to the processing of the data transferred;

5.6 at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the Supervisory Authority;

5.7 to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix B of the DPA which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

5.8 that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

5.9 that the processing services by the sub-processor will be carried out in accordance with clause 11; and

5.10 to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

6. Liability.

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in clause 3 or in clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or its sub-processor of any of their obligations referred to in clause 3 or in clause 11 because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

6.3 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in clauses 6.1 and 6.2, arising out of a breach by the sub-processor of any of their obligations referred to in clause 3 or in clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction.

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the Supervisory Authority; or

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

8. Cooperation with supervisory authorities.

8.1 The data exporter agrees to deposit a copy of this contract with the Supervisory Authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the Supervisory Authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to clause 8.2. In such a case the data exporter shall be entitled to take the measures foreseen in clause 5.2.

9. Governing Law.

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely as indicated in the Order Form, and if the data exporter is not established in a Member State, by the law of the country in which the data exporter is established, provided, such law provides for third-party beneficiary Clauses. Where such a clause is not permitted by the law of the exporter's country, the Clauses shall be governed by the law of a country, to be determined by the parties, which is a party to Convention 108 for the protection of individuals with regard to automatic processing of personal data, whose law provides for the inclusion of a third-party beneficiary clause.

10. Variation of the contract. The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clauses.

11. Sub-processing.

11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

11.2 The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in clause 6.1 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contractor by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in clause 11.1 shall be governed by the law of the Member State in which the data exporter is established, namely as indicated in the Order Form, and if data exporter is not established in a Member State, by the law of the country in which the data exporter is established, provided, such law provides for a third-party beneficiary clauses. Where such a clause is not permitted by the law of the exporter's country, the Clauses shall be governed by the law of a country, to be determined by the parties, which is a party to Convention 108 for the protection of individuals with regard to automatic processing of personal data, whose law provides for the inclusion of a third-party beneficiary clause.

11.4 The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to clause 5.10, which shall be updated at least once a year. The list shall be available to the data exporter's data protection Supervisory Authority.

12. Obligation after the termination of personal data processing services.

12.1 The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

12.2 The data importer and the sub-processor warrant that upon request of the data exporter and/or of the Supervisory Authority, it will submit its data-processing facilities for an audit of the measures referred to in clause 12.1.

On behalf of the data exporter:

| | |
|---|---|
| Name (written out in full): | As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing. |
| Position: | As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing. |
| Address: | As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing. |
| Other information necessary in order for the contract to be binding (if any): | As set forth in the Order Form, or as otherwise specified by Customer to Submittable in writing. |
| Signature | BY USING THE SERVICES OR BY EXECUTING THE ORDER FORM, CUSTOMER ACCEPTS AND AGREES TO BE BOUND AND ABIDE BY THESE STANDARD CONTRACTUAL CLAUSES. |

On behalf of the data importer:

| | |
|---|--|
| Name (written out in full): | Joe Silver |
| Position: | CFO |
| Address: | 111 North Higgins Ave 2nd Floor, Missoula Montana 59802, USA |
| Other information necessary in order for the contract to be binding (if any): | N/A |
| Signature | /Joe Silver/ |

ANNEX A to the Standard Contractual Clauses

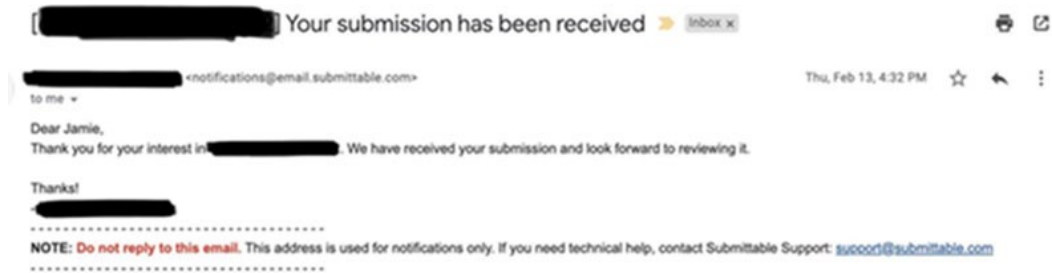
This Annex forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this ANNEX A.

| | |
|---|--|
| Data exporter | |
| The data exporter is (please specify briefly your activities relevant to the transfer): | Customer, see Appendix A to the DPA. |
| Data importer | |
| The data importer is (please specify briefly your activities relevant to the transfer): | Submittable, see Appendix A to the DPA. |
| Data subjects | |
| The personal data transferred concern the following categories of data subjects (please specify) | See Appendix A to the DPA. |
| Categories of data | |
| The personal data transferred concern the following categories of data (please specify) | See Appendix A to the DPA. |
| Special categories of data (if appropriate) | |
| The personal data transferred concern the following special categories of data (please specify) | See Appendix A to the DPA. |
| Processing operations | |
| The personal data transferred will be subject to the following basic processing activities (please specify) | See Appendix A to the DPA. |
| DATA EXPORTER | DATA IMPORTER |
| BY USING THE SERVICES OR BY EXECUTING THE ORDER FORM, CUSTOMER ACCEPTS AND AGREES TO BE BOUND AND ABIDE BY THESE STANDARD CONTRACTUAL CLAUSES. | Name: Joe Silver Authorised signature: /Joe Silver/ |

EXHIBIT C

Example Automated Emails



STATE OF ILLINOIS)

SS.

COUNTY OF KANE)

RESOLUTION NO. TMP-23-1132

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS TO FUND THE COURT TRAINING PROJECT FOR THE KANE COUNTY CIRCUIT CLERK’S OFFICE

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 Circuit Clerk’s Office has made a request in the amount of \$14,630 reimbursement of SLFRF to fund the Court Training project which the Circuit Clerk’s Office had to complete in response to its administrative need that was exacerbated by the COVID pandemic; and

WHEREAS, the Circuit Clerk had to provide all employees with specific training on how to use zoom so that the Clerk could perform all court responsibilities from the check-in process, and to being present during court hearings and proceedings as per statute 705 ILCS 105/13 that states that the Circuit Clerk shall attend the sessions of their respective courts. Training was also provided for the employees to receive, file and enter filings through various electronic queues and once processed have the documents entered into the recordkeeping system with images linked to the cases. This training permitted the Clerk and her office to perform her statutory responsibilities and assist the 16th Circuit Court to produce and

maintain current court record for its proceedings without compromising the health and well-being of the employees and public during the COVID pandemic.

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 Circuit Clerk’s Office request for SLFRF for the Court Training project that has allowed the Circuit Clerk and 16th Circuit Court to use zoom to continue to operate and hold court during the COVID pandemic and completed an assessment regarding the project’s eligibility under the EC-3: Public Health-Negative Economic Impact: Public Sector EC Subcategory 3.5 and effective service delivery section on page 4388 of the US Treasury rules and regulations for “Administrative Needs Caused or Exacerbated by the Pandemic” (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the reimbursement amount of \$14,630 to fund the Court Training project for the Kane County Circuit Clerk’s Office, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board the Kane County Board hereby authorizes the Kane County Circuit Clerk’s Office use of State and Local Fiscal Recovery Funds in the amount of \$14,630 to be used for Court Training 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 RESOLVED that the Kane County Board that the following adjustment be made to the Fiscal Year 2023 budget:

| | | |
|------------|------------------------------|----------------------|
| \$7,631 | Transfer to Fund 001 | 355.800.66835.99001 |
| \$2,129 | Transfer to Fund 200 | 355.800.66835.99200 |
| \$3,437 | Transfer to Fund 201 | 355.800.66835.99201 |
| \$640 | Transfer to Fund 202 | 355.800.66835.99202 |
| \$127 | Transfer to Fund 203 | 355.800.66835.99203 |
| \$666 | Transfer to Fund 204 | 355.800.66835.99204 |
| (\$14,630) | Allowance for Budget Expense | 355.800.668.85000 |
| \$7,631 | Transfer from Fund | 355001.250.000.39355 |
| \$7,631 | Net Income | 001.250.250.89000 |
| \$2,129 | Transfer from Fund | 355200.250.000.39355 |
| \$2,129 | Net Income | 200.250.280.89000 |
| \$3,437 | Transfer from Fund 355 | 201.250.000.39355 |
| \$3,437 | Net Income | 201.250.281.89000 |
| \$640 | Transfer from Fund | 355202.250.000.39355 |
| \$640 | Net Income | 202.250.282.89000 |
| \$127 | Transfer from Fund | 355203.250.000.39355 |
| \$127 | Net Income | 203.250.283.89000 |

| | | |
|-------|--------------------|----------------------|
| \$666 | Transfer from Fund | 355204.250.000.39355 |
| \$666 | Net Income | 204.250.287.89000 |

Line Item: See Above

Line Item Description: See Above

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

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

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

See Above

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund the Court Training Project for the Kane County Circuit Clerk's Office

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: \$14,630.00 |
| If not budgeted, explain funding source: Multiple Sources | |

Summary:

This resolution authorizes the use SLFRF in the reimbursement amount of \$14,630.00 to fund the Court Training project for the Kane County Circuit Clerk's Office, 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.

A Proposed Program Name

Court Training

B Proposed Program Summary

According to 705 ILCS 105/13 “The Clerks shall attend the sessions of their respective Courts...” and 705 ILCS 105/14 “The Clerks shall enter of record all judgments and orders of their respective courts, as soon after the rendition or making thereof as practicable” Training for the Circuit Clerks staff on Zoom hearings and other technology in order for the clerk’s to be able to safely complete daily assignments and court attendance during the pandemic. Additional training costs of clerks to allow courts to remain open during COVID Pandemic. This entailed training on routing orders from attorneys to judge queues and to the clerk for filing and entering remotely, hosting and managing ZOOM courts.

Questions:

- What is the money being spent on? Is it being spent on technology infrastructure, tech support or training for employees?
o Response: \$14,639.00 spent on training for employees.
- Is there a capital expenditure involved?
o Response: No
- What costs are associated with training? Is it the cost of the time the employees spent? Consultants conducting the training, etc.?
o Response: Yes, cost of time for training employees and time they were training they weren’t performing the other work.
- Who provided the training? Was it an external vendor or subcontractor?
o Response: Training was provided by Circuit Clerk employees to other Kane County employees as well as Judicial offices, which included Judges, Attorneys, Public Defenders on Zoom court, remote court, documentation, with our case management system.
- Has the training already occurred? When?
o Response: Yes, back when COVID began and the Courts needed to go remote and there needed to be a way for paperwork to be routed from Attorney/Public to Clerk to Judge and back to Clerk to create the official record. This was previously in the development stages and needed to be pushed out immediately to the judicial partners to keep the courts operating during the pandemic.
- What was the training on? Was it for new technology adopted as a result of the pandemic, or existing technology.
o Response: New technology adopted as a result of the pandemic. ZOOM was new with deputy clerk operating meetings and holding court with the deputy clerk doing court check in at various locations. We also had to put in a new process and train clerks on how to send documents that come to a queue to a judges queue and then how to access it when they were returned and electronically file them and link them to the case management system. This wasn’t new technology but expanding the use of existing technology that we already had and using it in a new way which was the training provided to all circuit clerk’s employees as well as working with Judges on how to use in order to keep the 16th Judicial Courts operating during the pandemic.

Questions (2):

- What date(s) did the training occur on?
o Response: May 28, 2020 thru November 30, 2020
- How did the County document the amount of time spent on training? Was it tracked under a separate time code, or is there a form of contemporaneous documentation?
o Response: Contemporaneous documentation. According to 705 ILCS 105/13 “The Clerks shall attend the sessions of their respective Courts...” and 705 ILCS 105/14 “The Clerks shall enter record all judgments and orders of their respective courts, as soon after the rendition or making thereof as practicable.” Training for the Circuit Clerks staff on Zoom hearings and other technology in order for the clerk’s to be able to safely complete daily assignments and court attendance during the pandemic. This entailed training on routing orders from attorneys to judge queues and to the clerk for filing and entering remotely, hosting and managing ZOOM courts. How to check litigants in and move them to the correct virtual waiting rooms, receipt of email filings and court orders, placing electronic stamps on the orders, entering out of email queues and linking the images to the case management system.
- What is meant by “Yes, cost of time for training employees and time they were training they weren’t performing the other work.”?
o Response: Time spent in training was exclusively used for training with no multi-tasking
o Response: Additional money is being requested to cover time lost on performing other work

C Proposed Program Risk Considerations and Requirements Summary

Adopting zoom meetings (and the accompanying training needed for clerks to operate the systems) could be eligible under effective service delivery because it is an administrative expense caused by the pandemic. The County may consider differentiating between the costs associated with time spent in training and lost time performing other work. The opportunity cost of attending a training is likely not covered as an administrative expense. Technology infrastructure that improves the public delivery of government programs (like court hearings) is an eligible use. The County could argue that training people to operate the technology to improve the public’s experience is a reasonable administrative expense associated with operating zoom hearings. There is a risk that the Treasury may not consider the training associated with the adoption of new technology to be a reasonable administrative cost associated with the enumerated eligible expenditure on technology infrastructure. The County could consider limiting the project to the administrative cost of the training, and not include opportunity costs. If this project is not limited to payroll during training, and retains opportunity costs then it should be considered for revenue replacement.

D Program Assessment Details

EXHIBIT A: Project Assessment for Court Training for Circuit Court

| Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide | | |
|---|---|--|
| D.1 | Select the appropriate broad SLFRF category applicable to this project | Responding to the public health and negative economic impacts of the pandemic |
| D.2 | Select SLFRF Expenditure Category | EC3 |
| D.3 | SLFRF Expenditure Category Description | 3: Public Health-Negative Economic Impact: Public Sector Capacity |
| D.4 | Select SLFRF Expenditure Subcategory | 3.5 Public Sector Capacity: Administrative Needs |
| D.5 | Additional SLFRF Expenditure Categories for consideration | 3.4 Public Sector Capacity: Effective Service Delivery |
| D.6 | Comments regarding additional SLFRF Expenditure Categories | It may fall under administrative if it is viewed as training to be able to operate the systems used for administration of hearings during the pandemic |
| D.7 | Are the beneficiaries Populations Presumed Eligible? | No |
| D.8 | Which Populations Presumed Eligible does the proposed program intend to serve? | Not Applicable |
| D.9 | Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)? | Not Applicable |
| D.10 | Is the proposed project related to an industry other than Tourism, Travel, or Hospitality? | Not Applicable |
| D.11 | Is the proposed project an enumerated use? | No |
| D.12 | Does the proposed project include subrecipients/beneficiaries? | No |
| D.13 | What is the estimated number of subrecipients/beneficiaries? | 0 |
| D.14 | Will the County be using a partner/subrecipient to administer the program? | No |
| D.15 | Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds? | No |
| D.16 | Estimated ongoing costs beyond ARPA SLFRF eligibility period | 0 |
| D.17 | Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses? | No |
| D.18 | Percentage of project estimated to be ARPA SLFRF eligible | Unknown - How much is Opportunity Cost v. Hours Paid |
| D.19 | Does the proposed project include capital expenditures | No |
| D.20 | Is the capital expenditure an enumerated use (Select One) | Not Applicable |
| D.21 | Select the appropriate range of expected capital expenditures | Not Applicable |
| D.22 | Is a Written Justification Required | No |
| D.23 | Does the project include required programmatic data | Not Applicable |
| D.24 | Does the application indicate the program is designed to address equitable outcomes? | Yes |

| E | ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6 |
|---|--|
| " | <p>3.4 Public Sector Capacity: effective service delivery, & 3.5 Public Sector Capacity: Administrative Expenses</p> <p>Adopting zoom meetings (and the accompanying training needed for clerks to operate the systems) are likely eligible under effective service delivery because it is an administrative expense caused by the pandemic, that is necessary for the continued operation of the courts. Technology infrastructure that improves the public delivery of government programs (like court hearings) is an eligible use. The County could argue that training people to operate the technology to improve the public's experience is a reasonable administrative expense associated with operating zoom hearings.</p> <ul style="list-style-type: none"> • "Technology infrastructure resources to improve access to and the user experience of government information technology systems, including upgrades to hardware and software as well as improvements to public-facing websites or to data management systems, to increase public access and improve public delivery of government programs and services (including in the judicial, legislative, or executive branches)." (pg. 4388) • "enhancement of public health data systems" could include investments in software, databases, and other information technology resources that support responses to the COVID-19 public health emergency but also provide benefits for other use cases and long-term capacity" (pg. 4354) • "Public Sector Capacity and Workforce, which includes several separate and non-mutually exclusive categories articulated in the interim final rule: public health and safety staff; rehiring state, local, and Tribal government staff; expenses for administering COVID-19 response programs; expenses to improve the efficacy of public health or economic relief programs; and administrative expenses caused or exacerbated by the pandemic. Treasury recognizes that these are closely related and frequently overlapping categories. The final rule treats them as a single purpose, supporting public sector capacity, and provides coordinated guidance on the standards and presumptions that apply to them." (pg. 4383) • "Treasury is maintaining these enumerated eligible uses in the final rule and clarifying that capital expenditures such as technology infrastructure to adapt government operations to the pandemic (e.g., videoconferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs are eligible" (pg. 4389) • "(E) Expenses to support public sector capacity and workforce, including: (1) Payroll and covered benefit expenses for public safety, public health, health care, human services, and similar employees to the extent that the employee's time is spent mitigating or responding to the COVID-19 public health emergency; (2) Payroll, covered benefit, and other costs associated with programs or services to support the public sector workforce and with the recipient" (pg. 4450) |

| | |
|-------------|--|
| F | ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No" |
| F.1 | Designating a Public Health Impact |
| | During the COVID-19 pandemic the Courts conducted Court so that litigants could still have their day to be heard in Court. The clerk had to train all employees on how to do what they would've done in person remotely. This included all recordkeeping processes since there needed to be a way for anything that the Court heard to get to the Circuit Clerk for filing and keeping an accurate record without litigants and Court personnel all being in the courtroom. |
| 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 |
| | Post COVID-19 pandemic this continues to be in place since the Kane County Courts have a hybrid court where litigants can go to court in person or by ZOOM. With this continuing this helps to keep people working instead of sitting at a court location waiting for hours for their cases to be heard minimizing the loss of wages, possible transportation issues and helps minimize contact that people have to slow the spread of germs. |
| F.3a | Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. |

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

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

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

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

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

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

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

H **Equitable Outcomes - Complete if item 18 is populated with "Yes".**
H.1 **Description of equitable outcome goal and how the proposed program expects to achieve this goal**
Allowed courts to remain open during pandemic to allow court calls to be handled via ZOOM hearings.

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 Information Technologies Department's request for SLFRF for Zoom Web Conferencing Services for the purpose of responding to the COVID-19 Pandemic and allowing the County to continue to provide services to its citizens and the public, and completed an assessment regarding the project's eligibility under EC-3: Public Health-Negative Economic Impact: Public Sector EC Subcategory 3.5 stating that "implementation of a new technology infrastructure needed to adapt government operations to the pandemic is an enumerated eligible use under the final rule. This would include telework technologies. The Treasury also indicated that necessary investments in infrastructure can include both initial investments and the maintenance of investments...The analysis for the capital requirements was conducted based on the initial submitted budget of \$337k, as the project is less than \$1m there are not additional requirements for a written justification." (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$337,891 (Three Hundred Thirty-Seven Thousand Eight Hundred Ninety-One) to fund the Zoom Web Conferencing Services for the Kane County Information Technologies Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations .

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Information Technologies Department use of State and Local Fiscal Recovery Funds in the amount of \$337,891 (Three Hundred Thirty-Seven Thousand Eight Hundred Ninety-One) to be used for Zoom Web Conferencing Services, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

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

| | | |
|-------------|---------------------------------|---------------------|
| \$97,750 | Contractual Consulting Services | 355.800.66835.50150 |
| \$100,000 | Capital | 355.800.66835.70000 |
| (\$197,750) | Allowance for Budget Expense | 355.800.668.85000 |

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY24 (\$43,275), FY25 (\$46,603) and FY26 (\$50,263).

Line Item: See above

Line Item Description: See above

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

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

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

355.800.668.85000 - Allowance for Budget Expense

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Zoom Web Conferencing Services for the Kane County Information Technologies 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: \$377,891.00 |
| If not budgeted, explain funding source: 355.800.668.85000 – Allowance for Budget Expense | |

Summary:

This resolution authorizes the Kane County Information Technologies Department use of State and Local Fiscal Recovery Funds in the amount of \$377,891 (Three Hundred Seventy-Seven Thousand Eight Hundred Ninety-One) to be used for Zoom Web Conferencing Services, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

EXHIBIT A: Project Assessment for the Zoom Web Conferencing Services for KC IT Department

| | |
|--------------------------------|------------------------------|
| A | Proposed Program Name |
| Zoom Web Conferencing Services | |

| | |
|--|---------------------------------|
| B | Proposed Program Summary |
| <p>The Kane County Information Technologies Department (ITD) is responsible for maintaining systems and services for web video conferencing for public health, public safety, judiciary, county board, county police departments and all other Kane County offices and departments. The COVID pandemic has required the need for expanded web conferencing services throughout the county. This will allow us to continue with licensing and replace equipment in the Auditorium.</p> <p>Questions:</p> <p>1) Contractual services were listed in the initial budget. Will the County be using a third party to administer the Zoom software? No</p> <p>2) The project proposal shows payments for contractual services and capital end in 2026. Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds? If so, what will the estimated ongoing costs be? Since Zoom is a subscription-based service, will the subscription continue after 2026? It will not require funding beyond the eligible period. The subscription will continue after 2026 as the County will continue to use Zoom but will be budgeted for accordingly</p> <p>3) There are expenses listed for 2021 on the budget table. Which months were the expenses in 2021 incurred? Only a portion of 2021 is within the allowable timeframe. Expenses were incurred in April</p> <p>4) On the proposal there is \$120k budgeted for capital. Will the capital budget be used to purchase equipment needed for the Zoom software? If not, please clarify what will be purchased using the capital budget. Yes, equipment will be used for zoom. This may include laptops, cameras, monitors, AV Equipment, wiring, or other items needed to help people connect using Zoom.</p> | |

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| C | Proposed Program Risk Considerations and Requirements Summary |
| <p>Implementation of a new technology infrastructure needed to adapt government operations to the pandemic is an enumerated eligible use under the final rule. This would include telework technologies. The Treasury also indicated that necessary investments in infrastructure can include both initial investments and the maintenance of investments. Additionally, the ruling prohibits the use of cameras manufactured by specified Chinese telecoms providers. The analysis for the capital requirements was conducted based on the initial submitted budget of \$337k, as the project is less than \$1m there are not additional requirements for a written justification.</p> | |

| | | |
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| D | Program Assessment Details | |
| Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide | | |
| D.1 | Select the appropriate broad SLFRF category applicable to this project | Responding to the public health and negative economic impacts of the pandemic |
| D.2 | Select SLFRF Expenditure Category | EC3 |
| D.3 | SLFRF Expenditure Category Description | 3: Public Health-Negative Economic Impact: Public Sector Capacity |
| D.4 | Select SLFRF Expenditure Subcategory | 3.5 Public Sector Capacity: Administrative Needs |
| D.5 | Additional SLFRF Expenditure Categories for consideration | 3.4 Public Sector Capacity: Effective Service Delivery |
| D.6 | Comments regarding additional SLFRF Expenditure Categories | The implementation of this technology and services allows the government to effectively meet the needs of its stakeholders |
| D.7 | Are the beneficiaries Populations Presumed Eligible? | Not Applicable |
| D.8 | Which Populations Presumed Eligible does the proposed program intend to serve? | Not Applicable |
| D.9 | Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)? | Not Applicable |
| D.10 | Is the proposed project related to an industry other than Tourism, Travel, or Hospitality? | Not Applicable |
| D.11 | Is the proposed project an enumerated use? | Yes |
| D.12 | Does the proposed project include subrecipients/beneficiaries? | Not Applicable |
| D.13 | What is the estimated number of subrecipients/beneficiaries? | Not Applicable |
| D.14 | Will the County be using a partner/subrecipient to administer the program? | No |
| D.15 | Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds? | No |
| D.16 | Estimated ongoing costs beyond ARPA SLFRF eligibility period | 0 |
| D.17 | Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses? | Yes |
| D.18 | Percentage of project estimated to be ARPA SLFRF eligible | 100% |
| D.19 | Does the proposed project include capital expenditures | Yes |
| D.20 | Is the capital expenditure an enumerated use (Select One) | Yes - Costs of establishing public health data systems, including technology infrastructure |
| D.21 | Select the appropriate range of expected capital expenditures | Less than \$1 million |
| D.22 | Is a Written Justification Required | No |

EXHIBIT A: Project Assessment for the Zoom Web Conferencing Services for KC IT Department

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| 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 |

| | | |
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| E | ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6 | |
| <p>Implementation of a new technology infrastructure needed to adapt government operations to the pandemic is an enumerated eligible use under the final rule. This would include telework technologies. The Treasury also indicated that necessary investments in infrastructure can include both initial investments and the maintenance of investments. Additionally, the ruling prohibits the purchase and use of cameras manufactured by specific Chinese telecoms companies.</p> <p><u>Public Sector Capacity - Administrative Needs</u></p> <ul style="list-style-type: none"> • "Treasury is maintaining these enumerated eligible uses in the final rule and clarifying that capital expenditures such as technology infrastructure to adapt government operations to the pandemic (e.g., video conferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs are eligible." (Page 4389) • "Treasury considers a necessary investment in infrastructure to be one that is (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which 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, taking into account available alternatives." (Page 4408) • "State, local, and Tribal governments are already deploying SLFRF funds to make an impact in their communities. The SLFRF program ensures that state, local, and Tribal governments have the resources needed to fight the pandemic, sustain and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity."(Page 4339) • " Treasury highlights that investments in broadband infrastructure must be carried out in ways that comply with applicable federal laws, including the 2019 NDAA. Among other requirements contained in 2 CFR part 200, 2 CFR 200.216 implements certain provisions of the NDAA and contains prohibitions on the use of federal financial assistance to procure or obtain certain telecommunications and video surveillance services or equipment provided or produced by designated entities, including certain entities owned or controlled by the People's Republic of China." (Page 4422) <p><u>Effective Service Delivery:</u></p> <ul style="list-style-type: none"> • "Treasury is clarifying that recipients may use SLFRF funds toward the following non-exhaustive list of uses to address the data, evidence, and program administration needs of recipients. Additional information may be provided in the Compliance and Reporting Guidance." (Page 4388) • "Technology infrastructure resources to improve access to and the user experience of government information technology systems, including upgrades to hardware and software as well as improvements to public-facing websites or to data management systems, to increase public access and improve public delivery of government programs and services (including in the judicial, legislative, or executive branches)." (Page 4388) | | |

EXHIBIT A: Project Assessment for the Zoom Web Conferencing Services for KC IT Department

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| F | ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No" |
| F.1 | Designating a Public Health Impact |
| | Additional information is not required because investments in technology infrastructure responding to the pandemic are an enumerated eligible 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 |
| | Additional information is not required because investments in technology infrastructure responding to the pandemic are an enumerated eligible 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 |
| | Additional information is not required because investments in technology infrastructure responding to the pandemic are an enumerated eligible 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 irreparable but for the additional capital expenditure; rather, they may show that other interventions would be inefficient, costly, or otherwise not reasonably designed to remedy the harm without additional capital expenditure.

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

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

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

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

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

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

H.1 **Description of equitable outcome goal and how the proposed program expects to achieve this goal**
This usage provides the means to continue critical services and communication for the communities and residents of Kane County.

between these timeframes shows that employment declines in this sector ranged from 8.8% to 5.7%. The average employment decline between these timeframes was 7.6%. This exceeded the US rate of employment loss in the Animal Production and Aquaculture sector of 6.1%. Similarly, the Hog and Pig Farming sector (NAICS 1122) in Illinois experienced some of the greatest employment losses in the livestock industry during the pandemic. A comparison of employment levels for the Hog and Pig Farming sector between the same timeframes (July 2019 - February 2020 and July 2021 - February 2022) shows similar declines. This sector experienced employment losses in Illinois ranging from 12.4% to 9.3%, with an average employment loss of 11.2%. This exceeded the US average employment loss of 6.1% in the Hog and Pig Farming sector. Kane County conducted surveys of farmers in 2021 and 2022 which revealed that limitations on access to processing facilities had emerged as a major challenge for livestock operators. The Livestock Market Assessment will also include a section that analyzes the capacity of area processors and creates an inventory of their offered services; and

WHEREAS, by Resolution 23-112 the Kane County Board authorized a contract with New Venture Advisors for consulting services to conduct the Livestock Market Assessment; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Development and Community Services Department's request for SLFRF for a Livestock Market Assessment for the purpose of assisting area livestock operators who were negatively impacted by the pandemic and completed an assessment regarding the project's eligibility under EC-2: Negative Economic Impacts EC Subcategory 2.36 in the US Treasury Department's guidelines for Impacted Industries and Negative Economic Impacts (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$66,000 (Sixty-Six Thousand Dollars) to fund the Livestock Market Assessment for the Kane County Development and Community Services Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Development and Community Services Department use of State and Local Fiscal Recovery Funds in the amount of \$66,000 (Sixty-Six Thousand Dollars) to be used for a Livestock Market Assessment, 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:

| | | |
|------------|---------------------------------|---------------------|
| \$20,000 | Contractual Consulting Services | 355.800.66836.50150 |
| \$20,000 | Transfer to Fund 435 | 355.800.668.99435 |
| (\$40,000) | Allowance for Budget Expense | 355.800.668.85000 |
| \$20,000 | Transfer from 355 | 435.690.000.39355 |
| \$20,000 | Net Income | 435.89000 |

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY24 (\$26,000).

Line Item: See above

Line Item Description: See above

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

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

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

See above

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund a Livestock Market Assessment for the Kane County Development and Community Services

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: \$66,000.00 |
| If not budgeted, explain funding source: Multiple Sources | |

Summary:

This resolution authorizes the Kane County Development and Community Services Department use of State and Local Fiscal Recovery Funds in the amount of \$66,000 (Sixty-Six Thousand Dollars) to be used for a Livestock Market Assessment, 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.

EXHIBIT A: Project Assessment for Livestock Market Assessment for the Development Department

| | |
|-----------------------------|------------------------------|
| A | Proposed Program Name |
| Livestock Market Assessment | |

| | |
|--|---------------------------------|
| B | Proposed Program Summary |
| <p>The County seeks a qualified consultant to conduct an agricultural market assessment for livestock products produced and sold within the regional market. The completed assessment will be a tool for local livestock operators, providing actionable data and guidance for pursuing untapped market opportunities. The assessment will also be a supplemental resource for local livestock product distributors, processors, aggregators, and other value chain participants, as well as food system policymakers.</p> <p>New Venture Advisors is thrilled to share a proposal to assist you in completing this assessment as a functional tool and resource guide rooted in the economic goals and experiences of Kane County's livestock farms. Yours is a food system we know well, having worked with the Planning Division extensively from 2015-2019 to support regional farmers, efforts that continue today as we assist nearby project teams in developing food system infrastructure. These projects may present collaboration opportunities to advance your work with Kane County livestock farmers.</p> <p>The segments of the project are: production capacity analysis, demand analysis, processing capacity analysis, and market access strategies information.</p> | |

| | |
|---|--|
| C | Proposed Program Risk Considerations and Requirements Summary |
| <p>Generating information regarding livestock markets to provide to members of the agriculture industry in Kane County would likely be an eligible use of funds. The County could provide support to agriculture in Kane County if it can designate agriculture as an impacted industry (by providing evidence that it experienced hardships on par with tourism and hospitality). If agriculture is considered an impacted industry then the County is able to provide assistance that reasonably addresses harms caused by the pandemic, which could include technical assistance. If the purpose of the agricultural market assessment for livestock is to enable the small businesses within the County to adjust to market disruptions caused by the pandemic, then the County may be able to argue that the analysis is a reasonable response to the negative economic impacts of the pandemic.</p> | |

| | | |
|---|---|---|
| D | Program Assessment Details | |
| Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide | | |
| D.1 | Select the appropriate broad SLFRF category applicable to this project | Responding to the public health and negative economic impacts of the pandemic |
| D.2 | Select SLFRF Expenditure Category | EC2 |
| D.3 | SLFRF Expenditure Category Description | 2: Negative Economic Impacts |
| D.4 | Select SLFRF Expenditure Subcategory | 2.36 Aid to Other Impacted Industries^ |
| D.5 | Additional SLFRF Expenditure Categories for consideration | 2.33 Enhanced Support to Microbusinesses*^ |
| D.6 | Comments regarding additional SLFRF Expenditure Categories | The project is a market analysis which would enable the county to take actions to support local agriculture. Some of the agriculture supported would likely be microbusinesses. |
| D.7 | Are the beneficiaries Populations Presumed Eligible? | Not Applicable |
| D.8 | Which Populations Presumed Eligible does the proposed program intend to serve? | Not Applicable |
| D.9 | Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)? | Not Applicable |
| D.10 | Is the proposed project related to an industry other than Tourism, Travel, or Hospitality? | Yes |
| D.11 | Is the proposed project an enumerated use? | No |
| D.12 | Does the proposed project include subrecipients/beneficiaries? | No |
| D.13 | What is the estimated number of subrecipients/beneficiaries? | 0 |
| D.14 | Will the County be using a partner/subrecipient to administer the program? | Yes |
| D.15 | Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds? | No |
| D.16 | Estimated ongoing costs beyond ARPA SLFRF eligibility period | 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

The County could provide support to agriculture in Kane County if it can designate agriculture as an impacted industry (by providing evidence that it experienced hardships on par with tourism and hospitality). If agriculture is considered an impacted industry then the County is able to provide assistance that reasonably addresses harms caused by the pandemic, which could include technical assistance. If the purpose of the agricultural market assessment for livestock is to enable the small businesses within the County to adjust to market disruptions caused by the pandemic, then the County may be able to argue that the analysis is a reasonable response to the negative economic impacts of the pandemic.

- "Investments in communities to promote improved health outcomes and public safety such as parks, recreation facilities, and programs that increase access to healthy foods" (pg. 4449)
- "The final rule includes enumerated eligible uses in disproportionately impacted communities for developing neighborhood features that promote improved health and safety outcomes, such as parks, green spaces, recreational facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy foods, streetlights, neighborhood cleanup, and other projects to revitalize public spaces." (pg. 4373)
- "As noted above, recipients should analyze eligible uses based on the beneficiary of the assistance or the entity that experienced a negative economic impact. Assistance to a small business or to an impacted industry must respond to a negative economic impact experienced by that small business or industry. Recipients may not provide assistance to small businesses or impacted industries that did not experience a negative economic impact, although recipients can identify negative economic impacts for classes, rather than individual businesses, and may also presume that small businesses in certain areas experienced impacts;" (pg. 4345)
- "Treasury specified that recipients should consider the "extent of the economic impact as compared to tourism, travel, and hospitality" and "whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic." Treasury identified declines in employment and revenue as possible metrics to compare the economic impact on a particular industry relative to the tourism, travel, and hospitality industries. " (pg. 4381)
- "Treasury encourages recipients to define narrow and discrete industries eligible for aid" (pg. 4382)
- "Simplified test. An industry is presumed to be impacted if the industry experienced employment loss of at least 8 percent." (pg. 4382)
- "If simplified test is not met. 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: a. 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... Example economic indicators include gross output, GDP, net profits, employment levels, and projected time to restore employment back to pre-pandemic levels...Recipients may rely on sources like community interviews, surveys, and research from relevant state and local government agencies. " (pg. 4382)
- "the final rule requires that aid to impacted industries, including to Tribal development districts, be designed to address the harm experienced by the impacted industry...First, recipients should identify a negative economic impact, i.e., an economic harm, that is experienced by businesses in the impacted industry. Second, recipients should select a response that is designed to address the identified economic harm resulting from or exacerbated by the public health emergency. Responses must also be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses." (pg. 4383)
- "Aid for technical assistance, counseling, and other services to assist with business planning needs" (pg. 4383)

| | |
|-------------|--|
| F | ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No" |
| F.1 | Designating a Public Health Impact |
| | n/a |
| F.1a | Guidance: See Final Rule, 87 Fed Reg 4343. There must be a negative public health impact or harm experienced by an individual or a class. For ease of administration, the interim final rule allowed, and the final rule maintains the ability for, recipients to identify a public health impact on a population or group of individuals, referred to as a "class," and to provide assistance to that class. |
| F.2 | Designating a Negative Economic Impact |
| | <p>According to a 2021 Kane County Farm Operators survey, the consumer and supply chain disruptions resulting from the pandemic cost livestock farmers over three quarters of a million dollars in lost contracts and mitigation expenses. This accounts for 90% of the costs that were reported among surveyed farm operators. The rising cost of animal feed and other input costs has also resulted in increased herd liquidation. Between 2019 and 2022 the inventory of cattle and calves in Illinois had fallen by 12% according to USDA Cattle Inventory Reports.</p> <p>Supply chain disruptions substantially curtailed farmers' access to livestock processing facilities. A Kane County survey of livestock operators revealed that 100% of respondents identified access to processing facilities as a "big challenge." In Kane County there is only one USDA-inspected livestock slaughter facility and no poultry slaughter facilities.</p> <p>Kane County's livestock sector consists largely of small to mid-sized farm operators. These producers are more susceptible to market pressures from larger operators and imported products. According to the Pasture Project, 75-80% grassfed beef sales in the US consist of imported products. The state of Illinois, and the nation at large, experienced significant employment losses in the livestock industry resulting from the pandemic (see response to F.4 for livestock sector employment losses).</p> |
| F.2a | Guidance: See Final Rule, 87 Fed Reg 4343. First, there must be a negative economic impact, or an economic harm, experienced by an individual or a class. The recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency. A recipient should first consider whether an economic harm exists and then whether this harm was caused or made worse by the COVID-19 public health emergency. Second, the response must be designed to address the identified economic harm or impact resulting from or exacerbated by the public health emergency. In selecting responses, the recipient must assess whether, and the extent to which, the use would respond to or address this harm or impact. |
| F.3 | Description of how proposed program addresses/responds to harm and is reasonable |
| | <p>Kane County has proposed to conduct a Livestock Market Assessment to provide area livestock farmers with actionable market data and analysis in support of their business operating decisions in a challenging environment. The Assessment's deliverables will include a synthesis of secondary research on general trends among buyers and consumers - including a retail demand analysis for key categories of finished products including but not limited to: ground beef, round roast, pork chops, sausage, lunchmeat, whole chickens.</p> <p>The Assessment will also include a compilation of case histories on successful market access strategies and interview national subject matter experts for additional insights. The consultant team will develop a capacity model matching production and processing within the constraints of local demand, labor, transportation, etc.</p> <p>Stakeholder input will be gathered through a series of interviews, surveys, and a facilitated in-person discussion. Regional production, processing, and demand factors will be geospatially mapped, providing a high level picture of this sector. The Assessment findings, including summaries of market data, stakeholder input, strategies, and recommendations, will be included in a graphically designed final report to be made publicly available. The assessment deliverables will be designed to help livestock farmers overcome the pandemic-related hardships that have limited the growth and profitability of their businesses.</p> |
| F.3a | Guidance: See Final Rule, 87 Fed Reg 4343. The program, service, or other intervention must address or respond to the identified impact or harm. The final rule maintains the interim final rule requirement that eligible uses under this category must be in response to the disease itself or other public health harms that it caused Responses must be reasonably designed to benefit the individual or class that experienced the public health impact or harm. Uses of funds should be assessed based on their responsiveness to their intended beneficiaries and the ability of the response to address the impact or harm experienced by those beneficiaries Responses must also be related and reasonably proportional to the extent and type of public health impact or harm experienced. Uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. |

F.4 Assessment of whether identified industry is eligible

The livestock sector was impacted significantly by employment losses, both at the national level and in the state of Illinois. According to monthly employment figures published by the Bureau of Labor Statistics, the Hog and Pig Farming sector (NAICS 1122) experienced some of the greatest employment losses in the livestock industry during the the pandemic. A comparison of the 8-month period leading up to the pandemic (July 2019 - February 2020) with the same period during the pandemic (July 2021 - February 2022) shows that employment losses in Illinois ranged from 12.4% to 9.3% in a month to month comparison, with an average employment loss of 11.2% between the two timeframes. The US experienced an average employment loss of 6.1% in the same sector.

According to monthly employment figures published by the Bureau of Labor Statistics, the Animal Production and Aquaculture sector (NAICS 112) experienced month by month declines in employment when comparing two 8-month periods representing employment data prior to and during the pandemic. This includes the timeframes of July 2019 thru February 2020 and July 2021 thru February 2022. A month to month comparison of employment figures between these timeframes shows that employment declines in this sector ranged from 8.8% to 5.7%. The average employment decline between these timeframes was 7.6%. The state of Illinois experienced employment loss in the Animal Production sector at a rate several times that of the national average (the US rate of employment loss was around 1.5%).

Note: The BLS only provides seasonally adjusted employment data for non-farm employment sectors.

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

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

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

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

n/a

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

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

n/a

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

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

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

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

| | |
|------------|--|
| H | Equitable Outcomes - Complete if item 18 is populated with "Yes". |
| H.1 | Description of equitable outcome goal and how the proposed program expects to achieve this goal |
| | The Livestock Market Assessment is a Growing for Kane Program implementation project. The Growing for Kane Program was launched to increase the availability of locally produced fruit, vegetable, meat, and dairy products for residents to consume. The Program recognizes that there is a direct relationship between access to fresh foods and positive health outcomes. The Growing for Kane Health Impact Assessment recognizes that low-income populations are more susceptible to negative health outcomes. Kane County's low income census tracts (where 50% of the population is at or below the poverty level) are all urban areas with the highest rates of SNAP / Link usership. Residents are able to use their Link benefits at participating markets in Kane County to purchase local meats and other grown food products. The Growing for Kane HIA identifies an opportunity for small to mid-sized farmers to sell their products with less competition at markets in low-income neighborhoods. These communities include USDA-recognized Low-Income Low-Access areas where low income residents have reduced access to supermarkets. One of the intended outcomes of the Livestock Market Assessment is increase farmer awareness of market opportunities for their livestock products in Kane County and beyond. |

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 Information Technologies Department’s request for SLFRF for Forest Preserve Zoom Web Conferencing Services when responding to the COVID-19 pandemic and completed an assessment regarding the project’s eligibility under EC-3: Public Health-Negative Economic Impact: Public Sector EC Subcategory 3.5 stating that “implementation of a new technology infrastructure needed to adapt government operations to the pandemic is an enumerated eligible use under the final rule. This would include telework technologies.” (see Exhibit A); and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$140,000 (One Hundred Forty Thousand) to fund the Forest Preserve Zoom Web Conferencing Services for the Kane County Information Technologies Department, to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes the Kane County Information Technologies Department use of State and Local Fiscal Recovery Funds in the amount of \$140,000 (One Hundred Forty Thousand) to be used for Forest Preserve Zoom Web Conferencing Services, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

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

| | | |
|------------|------------------------------|---------------------|
| \$63,631 | Transfer to Fund 500 | 355.800.66835.99500 |
| \$30,135 | Computers | 355.800.66835.72010 |
| \$4,025 | Contractual/Consulting | 355.800.66835.50150 |
| (\$97,791) | Allowance for Budget Expense | 355.800.668.85000 |
| \$63,631 | Transfer From 355 | 500.800.000.39355 |
| \$63,631 | Net Income | 500.800.805.89000 |

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY24 (\$34,159), FY25 (\$4,025) and FY26 (\$4,025).

Line Item: See above

Line Item Description: See above

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

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

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

355.800.668.85000 - Allowance for Budget Expense

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Fund Forest Preserve Zoom Web Conferencing Services for the Kane County Forest Preserve Information Technologies 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: \$140,000.00 |
| If not budgeted, explain funding source: 355.800.668.85000 – Allowance for Budget Expense | |

Summary:

This resolution authorizes the Kane County Information Technologies Department use of State and Local Fiscal Recovery Funds in the amount of \$140,000 (One Hundred Forty Thousand) to be used for Forest Preserve Zoom Web Conferencing Services, in accordance with the American Rescue Plan Act of 2021, the Final Rule, and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

EXHIBIT A: Project Assessment for FP Zoom Conferencing Services for the KC IT Department

| | |
|--|------------------------------|
| A | Proposed Program Name |
| Forest Preserve Zoom Web Conferencing Services | |

| | |
|---|---------------------------------|
| B | Proposed Program Summary |
| <p>The Kane County Information Technologies Department (ITD) is responsible for maintaining systems and services for web video conferencing for public health, public safety, judiciary, county board, county police departments and all other Kane County offices and departments. The COVID pandemic has required the need for expanded web conferencing services throughout the county. This will allow us to continue with licensing and replace equipment in the Auditorium and the Forest Preserve Boardroom to improve web conference services.</p> <p>Questions:</p> <p>1) Contractual services were listed in the initial budget. Will the County be using a third party to administer the Zoom software? No</p> <p>2) The project proposal shows payments for contractual services and capital end in 2026. Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds? If so, what will the estimated ongoing costs be? Since Zoom is a subscription-based service, will the subscription continue after 2026? It will not require funding beyond the eligible period. The subscription will continue after 2026 as the County will continue to use Zoom but will be budgeted for accordingly</p> <p>3) There are expenses listed for 2021 on the budget table. Which months were the expenses in 2021 incurred? Only a portion of 2021 is within the allowable timeframe. Expenses were incurred in April</p> <p>4) On the proposal there is \$120k budgeted for capital. Will the capital budget be used to purchase equipment needed for the Zoom software? If not, please clarify what will be purchased using the capital budget. Yes, equipment will be used for zoom. This may include laptops, cameras, monitors, AV Equipment, wiring, or other items needed to help people connect using Zoom.</p> | |

| | |
|---|--|
| C | Proposed Program Risk Considerations and Requirements Summary |
| <p>Implementation of a new technology infrastructure needed to adapt government operations to the pandemic is an enumerated eligible use under the final rule. This would include telework technologies. The Treasury also indicated that necessary investments in infrastructure can include both initial investments and the maintenance of investments. Additionally, the ruling prohibits the use of cameras manufactured by specified Chinese telecoms providers. The analysis for the capital requirements was conducted based on the initial submitted budget of \$337k, as the project is less than \$1m there are not additional requirements for a written justification.</p> | |

| | | |
|---|---|--|
| D | Program Assessment Details | |
| Complete the below Program Assessment Checklist. For instructions/guidance on using the below checklist please see the User Guide | | |
| D.1 | Select the appropriate broad SLFRF category applicable to this project | Responding to the public health and negative economic impacts of the pandemic |
| D.2 | Select SLFRF Expenditure Category | EC3 |
| D.3 | SLFRF Expenditure Category Description | 3: Public Health-Negative Economic Impact: Public Sector Capacity |
| D.4 | Select SLFRF Expenditure Subcategory | 3.5 Public Sector Capacity: Administrative Needs |
| D.5 | Additional SLFRF Expenditure Categories for consideration | 3.4 Public Sector Capacity: Effective Service Delivery |
| D.6 | Comments regarding additional SLFRF Expenditure Categories | The implementation of this technology and services allows the government to effectively meet the needs of its stakeholders |
| D.7 | Are the beneficiaries Populations Presumed Eligible? | Not Applicable |
| D.8 | Which Populations Presumed Eligible does the proposed program intend to serve? | Not Applicable |
| D.9 | Is the Populations Presumed Eligible analysis conducted on each applicant or based on geographic area(s)? | Not Applicable |
| D.10 | Is the proposed project related to an industry other than Tourism, Travel, or Hospitality? | Not Applicable |
| D.11 | Is the proposed project an enumerated use? | Yes |
| D.12 | Does the proposed project include subrecipients/beneficiaries? | Not Applicable |
| D.13 | What is the estimated number of subrecipients/beneficiaries? | Not Applicable |
| D.14 | Will the County be using a partner/subrecipient to administer the program? | No |
| D.15 | Will the proposed program require funding beyond the eligible period of ARPA SLFRF funds? | No |
| D.16 | Estimated ongoing costs beyond ARPA SLFRF eligibility period | 0 |
| D.17 | Is the proposed project/expenditure solely related to ARPA SLFRF eligible uses? | Yes |
| D.18 | Percentage of project estimated to be ARPA SLFRF eligible | 100% |
| D.19 | Does the proposed project include capital expenditures | Yes |
| D.20 | Is the capital expenditure an enumerated use (Select One) | Yes - Costs of establishing public health data systems, including technology infrastructure |
| D.21 | Select the appropriate range of expected capital expenditures | Less than \$1 million |
| D.22 | Is a Written Justification Required | No |

EXHIBIT A: Project Assessment for FP Zoom Conferencing Services for the KC IT Department

| | | |
|------|--|----------------|
| D.23 | Does the project include required programmatic data | Not Applicable |
| D.24 | Does the application indicate the program is designed to address equitable outcomes? | Yes |

| | | |
|---|--|--|
| E | ARPA SLFRF Eligible Cost Category Designation - Items 1 through 6 | |
| <p>Implementation of a new technology infrastructure needed to adapt government operations to the pandemic is an enumerated eligible use under the final rule. This would include telework technologies. The Treasury also indicated that necessary investments in infrastructure can include both initial investments and the maintenance of investments. Additionally, the ruling prohibits the purchase and use of cameras manufactured by specific Chinese telecoms companies.</p> <p><u>Public Sector Capacity - Administrative Needs</u></p> <ul style="list-style-type: none"> • "Treasury is maintaining these enumerated eligible uses in the final rule and clarifying that capital expenditures such as technology infrastructure to adapt government operations to the pandemic (e.g., video conferencing software, improvements to case management systems or data sharing resources), reduce government backlogs, or meet increased maintenance needs are eligible." (Page 4389) • "Treasury considers a necessary investment in infrastructure to be one that is (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which 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, taking into account available alternatives." (Page 4408) • "State, local, and Tribal governments are already deploying SLFRF funds to make an impact in their communities. The SLFRF program ensures that state, local, and Tribal governments have the resources needed to fight the pandemic, sustain and strengthen the economic recovery, maintain vital public services, and make investments that support long-term growth, opportunity, and equity." (Page 4339) • "Treasury highlights that investments in broadband infrastructure must be carried out in ways that comply with applicable federal laws, including the 2019 NDAA. Among other requirements contained in 2 CFR part 200, 2 CFR 200.216 implements certain provisions of the NDAA and contains prohibitions on the use of federal financial assistance to procure or obtain certain telecommunications and video surveillance services or equipment provided or produced by designated entities, including certain entities owned or controlled by the People's Republic of China." (Page 4422) <p><u>Effective Service Delivery:</u></p> <ul style="list-style-type: none"> • "Treasury is clarifying that recipients may use SLFRF funds toward the following non-exhaustive list of uses to address the data, evidence, and program administration needs of recipients. Additional information may be provided in the Compliance and Reporting Guidance." (Page 4388) • "Technology infrastructure resources to improve access to and the user experience of government information technology systems, including upgrades to hardware and software as well as improvements to public-facing websites or to data management systems, to increase public access and improve public delivery of government programs and services (including in the judicial, legislative, or executive branches)." (Page 4388) | | |

EXHIBIT A: Project Assessment for FP Zoom Conferencing Services for the KC IT Department

| | |
|-------------|--|
| F | ARPA SLFRF Eligibility Justification Requirements - Necessary with Item D.11 is marked "No" |
| F.1 | Designating a Public Health Impact |
| | Additional information is not required because investments in technology infrastructure responding to the pandemic are an enumerated eligible 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 |
| | Additional information is not required because investments in technology infrastructure responding to the pandemic are an enumerated eligible 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 |
| | Additional information is not required because investments in technology infrastructure responding to the pandemic are an enumerated eligible 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 if item 18 is populated with "Yes".**

H.1 **Description of equitable outcome goal and how the proposed program expects to achieve this goal**
This usage provides the means to continue critical services and communication for the communities and residents of Kane County.

WHEREAS, by Resolution 22-234 the Kane County Board approved the amount of \$272,000 of SLRF to fund the Drinking Water Sustainability Mapping project for the purpose of sustainable drinking water in Kane County; and

WHEREAS, the Drinking Water Sustainability Mapping project will create interactive web maps for communities that demonstrate local groundwater supplies and future projected water quality concerns to enable communities to project challenges to their water supply in the future at a community level; the Mapping project will engage municipal leaders and decision makers at the project onset to work collaboratively with the Illinois State Water Survey on local concerns and challenges; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Department of Environmental and Water Resources' requests for SLFRF for the Countywide Water Monitoring Network project and Drinking Water Sustainability Mapping project; and

WHEREAS, the ARPC consultant, Ernst and Young, has indicated that revenue recoupment funds from SLRF may be used to fund Countywide Water Monitoring Network project and Drinking Water Sustainability Mapping project during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

WHEREAS, this resolution will be amending RES 22-233 and RES 22-234 to clarify that the Countywide Water Monitoring Network Project and the KC Drinking Water Sustainability Mapping Project for the Kane County Department of Environmental and Water Resources will not use State and Local Fiscal Recovery Funds for funding but will be recommended for revenue recoupment.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board hereby authorizes amounts allocated under revenue recoupment of SLRF be used on the Countywide Water Monitoring Network project and the Drinking Water Sustainability Mapping project and reported as a use of the revenue recoupment funds 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:

| | | |
|-----------|--------------------------|-------------------|
| \$134,201 | Transfer to Fund 405 | 356.800.672.99405 |
| \$134,201 | Fund Balance Utilization | 356.800.000.39900 |
| \$134,201 | Special Studies | 405.690.715.50020 |
| \$134,201 | Transfer from 356 | 405.690.000.39356 |

NOW, THEREFORE, BE IT FURHTER RESOLVED by the Kane County Board that the remaining grant funding will be budgeted in FY24 (\$99,030) and FY25 (\$38,769).

Line Item: See above

Line Item Description: See above

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

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

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

See above

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of Revenue Recoupment Funds Under the American Rescue Plan Act for the Countywide Water Monitoring Network Project and the Water Sustainability Mapping Project for the Kane County Department of Environmental and Water Resources

Committee Flow:

American Rescue Plan Committee, Executive Committee, County Board

Contact:

Jarett Sanchez, 630.444.1224

Budget Information:

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

Summary:

This resolution authorizes amounts allocated under revenue recoupment of SLRF be used on the Countywide Water Monitoring Network project and the Drinking Water Sustainability Mapping project and reported as a use of the revenue recoupment funds 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.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 22 - 233

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS PURSUANT TO THE AMERICAN RESCUE PLAN ACT TO FUND THE COUNTYWIDE WATER MONITORING NETWORK PROJECT FOR THE KANE COUNTY DEPARTMENT OF ENVIRONMENTAL AND WATER RESOURCES

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

WHEREAS, the County of Kane will receive 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 has received its first payment in the amount of \$51,706,520.50 (Fifty-One Million, Seven Hundred Six Thousand, Five Hundred Twenty Dollars and Fifty Cents); and

WHEREAS, the County of Kane will receive its second payment of SLFRF from the United States Department of Treasury no sooner than 12 months after the date on which the first payment was paid to the County of Kane; 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 22-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Department of Environmental and Water Resources has made a request in the amount of \$219,000 of SLFRF to fund the Countywide Water Monitoring Network project for the purpose of sustainable drinking water and other water infrastructure in Kane County; and

WHEREAS, the Countywide Water Monitoring Network is critical to Kane County municipalities and the County to be able to monitor and assess the long term drinking water supply in the County due to severe declines in our groundwater levels. The network will inform the water modeling efforts, inform communities of risk during drought conditions and monitor declining water quality due to chlorides from road salt. The project will provide communities with critical information to make informed decisions on future water needs; and

WHEREAS, to assist the County in determining whether the project is an eligible use of SLFRF under ARPA, the Final Rule, and the related guidance issued by the United States Department of

the Treasury, the ARPC consultant, Ernst and Young, has reviewed the Kane County Department of Environmental and Water Resources' request for SLFRF for the Countywide Water Monitoring Network project for the purpose of sustainable drinking water and other water infrastructure in Kane County; and

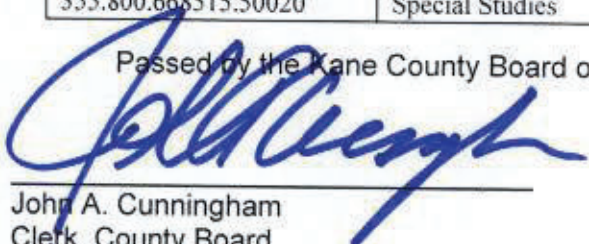
WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$219,000 to fund the Countywide Water Monitoring Network project for the Kane County Department of Environmental and Water Resources to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Kane County Department of Environmental and Water Resources use of State and Local Fiscal Recovery Funds in the amount of \$219,000 to be used for the Countywide Water Monitoring Network 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.

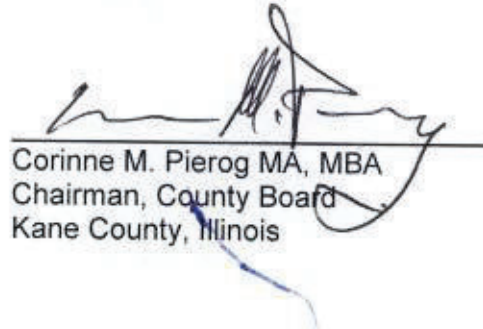
NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Kane County Board that the following adjustment be made to the Fiscal Year 2022 budget:

| Account | Description | Amount |
|----------------------|-------------------|---------|
| 355.800.000.39900 | ARP: Cash on Hand | 219,000 |
| 355.800.668515.50020 | Special Studies | 219,000 |

Passed by the Kane County Board on June 14, 2022.



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



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

Vote:
 [Unanimous]

22-06 Wtr Mnt Prgt

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 22 - 234

AUTHORIZING THE USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS PURSUANT TO THE AMERICAN RESCUE PLAN ACT TO FUND THE KC DRINKING WATER SUSTAINABILITY MAPPING PROJECT FOR THE KANE COUNTY DEPARTMENT OF ENVIRONMENTAL AND WATER RESOURCES

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

WHEREAS, the County of Kane will receive 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 has received its first payment in the amount of \$51,706,520.50 (Fifty-One Million, Seven Hundred Six Thousand, Five Hundred Twenty Dollars and Fifty Cents); and

WHEREAS, the County of Kane will receive its second payment of SLFRF from the United States Department of Treasury no sooner than 12 months after the date on which the first payment was paid to the County of Kane; 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 22-156, the Kane County Board approved the recommended Spending Plan as proposed by the ARPC, which designates \$42,000,000 (Forty-Two Million Dollars) to be used for Kane County Department and Elected Office project requests; and

WHEREAS, the Kane County Department of Environmental and Water Resources has made a request in the amount of \$272,000 of SLFRF to fund the KC Drinking Water Sustainability Mapping project for the purpose of sustainable drinking water in Kane County; and

WHEREAS, the Water Sustainability Mapping will create interactive web maps for communities that demonstrate local groundwater supplies and future projected water quality concerns to enable communities to project challenges to their water supply in the future at a community level. The Mapping project will engage municipal leaders and decision makers at the project onset to work collaboratively with Illinois State Water Survey on local concerns and challenges; and

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

of Environmental and Water Resources' request for SLFRF for the KC Drinking Water Sustainability Mapping project for the purpose of sustainable drinking water in Kane County; and

WHEREAS, the ARPC recommends that the Kane County Board authorizes the use SLFRF in the amount of \$272,000 to fund the KC Drinking Water Sustainability Mapping project for the Kane County Department of Environmental and Water Resources to be spent during the ARPA period of performance and in accordance with the ARPA, the Final Rule and related guidance issued by the United States Department of the Treasury, and any other Federal, State or local laws and regulations.

NOW, THEREFORE, BE IT RESOLVED, the Kane County Board hereby authorizes the Kane County Department of Environmental and Water Resources use of State and Local Fiscal Recovery Funds in the amount of \$272,000 to be used for the KC Drinking Water Sustainability Mapping 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 2022 budget:

| Account | Description | Amount |
|----------------------|-------------------|---------|
| 355.800.000.39900 | ARP: Cash on Hand | 272,000 |
| 355.800.668515.50020 | Special Studies | 272,000 |

Passed by the Kane County Board on June 14, 2022.



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



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

Vote:
[Unanimous]

22-06 KC Drink Wtr Sust

WHEREAS, there is a need to utilize SLFRF for administrative expenses to provide supplies and equipment for the County’s American Rescue Plan Program and staff persons to utilize while performing tasks that will assist the County in the administration, development, planning, coordination, and execution of elected projects funded by SLFRF .

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Kane County Board Chairman is authorized to execute all necessary documents in forms approved by the Kane County State’s Attorney’s Office associated with the hiring of two (2) full time staff persons for the American Rescue Plan Program, who shall report to the American Plan Program Manager, with a schedule of 35 hours and not to exceed 40 hours per week, at a rate up to \$25.82 dollars per hour plus benefits, for the duration of the administration of the ARPA grant.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Kane County Board authorizes the use of the County’s State and Local Fiscal Recovery Funds to hire two (2) full time staff persons for the American Rescue Plan Program and fund the associated administrative expenses.

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

| | | |
|------------|---------------------------------------|---------------------|
| \$41,312 | Salaries and Wages | 355.800.66871.40000 |
| \$3,161 | FICA/SS Contribution | 355.800.66871.45100 |
| \$2,128 | IMRF Contribution | 355.800.66871.45200 |
| \$13,940 | Healthcare Contribution | 355.800.66871.45000 |
| \$260 | Dental Contribution | 355.800.66871.45010 |
| \$1,206 | Liability Insurance | 355.800.66871.53000 |
| \$917 | Workers Compensation | 355.800.66871.53010 |
| \$17 | Unemployment Claims | 355.800.66871.53020 |
| \$3,000 | Computer Related Supplies | 355.800.66871.60020 |
| \$3,000 | Computer Related Hardware Non Capital | 355.800.66871.60070 |
| (\$68,941) | Allowance for Budget Expense | 355.800.668.85000 |

Line Item: See above

Line Item Description: See above

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

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

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

See above

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

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

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

Vote:



RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Use of State and Local Fiscal Recovery Funds to Hire Two Staff Members for the American Rescue Plan Program and Fund Associated Expenses

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: \$N/A |
| If not budgeted, explain funding source: Multiple Sources | |

Summary:

This resolution authorizes the use of the County's State and Local Fiscal Recovery Funds to hire two (2) full time staff persons for the American Rescue Plan Program and fund the associated administrative expenses.