

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE CHAMPAIGN
COUNTY ECONOMIC DEVELOPMENT CORPORATION FOR SMALL BUSINESS
ASSISTANCE**

This Agreement is entered as of May 30, 2024, by and between the County of Champaign, Illinois (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802 and the Champaign County Economic Development Corporation (“EDC”), with an address of 1817 S. Neil Street, Champaign, IL 61820; collectively “the Parties.”

WHEREAS, The County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

WHEREAS, The County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Interim and Final Rule 31 CFR Part 35 to transfer ARPA Funds to respond to pandemic public health emergency or its negative economic impacts, including programs and services that assist small businesses to mitigate those negative economic impacts, and

WHEREAS, the EDC is a non-profit corporation whose mission is to improve the economic well-being of all Champaign County through efforts that entail job creation, job retention, tax base enhancements, small business development, and promotion of quality of life, and;

WHEREAS, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting with costs of providing assistance to small businesses in Champaign County that have been negatively impacted by the pandemic.

NOW THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for assisting small business assistance costs through the following understanding:
 - a. **“Initiative” Defined:** The EDC will conduct activities between March 3, 2021 and December 31, 2025 directly related to costs of assisting small businesses that have been negatively impacted by the pandemic; with proposed Initiative details and budget included in Attachment 1 (“Initiative”), attached hereto and incorporated by reference herein.
 - b. **Funding:** The County will transfer ARPA funds to the EDC in an amount of up to \$400,000 to conduct the Initiative, according to the projected budget in Attachment 1. The transfer of funds provided to the EDC shall be made in installments of up to \$100,000 as needed. In order for funds to be released, the EDC must submit a Risk Assessment Form and detailed cost projection for the first installment; followed by documentation of funding from the first installment, a detailed cost projection, and a Reporting Form for remaining installment(s) prior to release of funds. Documentation of funding from the final installment and final Reporting

Form shall be submitted after release of all funds. The County shall provide the Risk Assessment Form and Reporting Form templates to the EDC.

2. Roles and Responsibilities of the EDC.

a. Oversight

- i. The EDC agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review Initiatives in progress.
- ii. The EDC will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
- iii. The EDC will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include but is not limited to: Unique Entity ID (UEI) Number, Tax identification number, Initiative impact, expenditure information and status, copy of General Ledger (G/L) for ARPA-funded expenses for each reporting time period, copy of additional documentation as needed to support ARPA-funded transaction details, capital expenditure amounts and details if applicable, impacted populations, public health or economic impact experienced due to the pandemic, Initiative response to public health or negative economic impact due to the pandemic, number of businesses served, Davis Bacon and Labor Reporting for capital expenditures over \$10 million if applicable. Reporting requirements will be specified by the County.
- iv. The EDC will provide to the County, upon reasonable notice, access to and the right to examine such books and records of the EDC as related to the Initiative and will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- v. No person shall be excluded from participation in initiatives the County is funding, be denied the benefits of such initiative, or be subjected to discrimination under any initiative or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. The EDC understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.

- vi. The EDC will comply with all applicable statutes, ordinances, and regulations. The EDC will not use any of these ARPA Funds for lobbying purposes. If it is determined by the County that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, the EDC will reimburse the County any amount that is determined to have been spent in violation of the law.
- vii. The EDC will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this program and is liable for all subgrantee and partner activity related to this specific program agreement.

b. Initiative

- i. Services: The EDC shall conduct activities toward operation of the Initiative under the following requirements:
 - 1. The EDC shall receive ARPA Funds for costs directly related to the Initiative between March 31, 2021 and December 31, 2025.
 - 2. The EDC shall conduct Initiative costs in accordance with the proposed budget and details provided in Attachment 1.
- ii. Governance: The Initiative activities shall be overseen by the Champaign County EDC Board of Directors with the following responsibilities:
 - 1. Review reports and Initiative adherence.
 - 2. Approve significant changes in the Initiative prior to implementation.

3. Roles and Responsibilities of the County.

- a. The County shall provide ARPA Funds to the EDC in the amount of up to \$400,000, in installments of up to \$100,000 as needed. The transfer of funds shall be provided to the EDC based on documentation and reporting for related project costs.
 - b. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.
 - c. The County is not responsible in any way for the operations of the EDC.
4. **Term.** This Agreement shall commence upon its execution between the Parties.
5. **Termination.** The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, the EDC shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if the EDC does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, the EDC will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.

6. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.
7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
8. **Indemnity.** The EDC agrees to indemnify and hold harmless the County, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the EDC, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
12. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or

otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

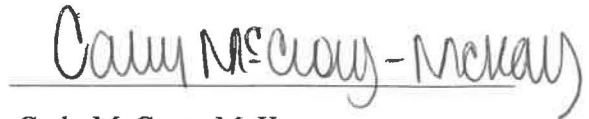
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**THE COUNTY OF CHAMPAIGN,
ILLINOIS**

A handwritten signature in blue ink, appearing to read "S Summers", written over a horizontal line.

Steve Summers
County Executive

**CHAMPAIGN COUNTY
ECONOMIC DEVELOPMENT
CORPORATION**

A handwritten signature in blue ink, appearing to read "Carly McCrory-McKay", written over a horizontal line.

Carly McCrory-McKay
Executive Director



Champaign County ARPA Funding Project Small Business Support & Grants

About Champaign County EDC

The [Champaign County Economic Development Corporation \(CCEDC\)](#) is a public-private partnership dedicated to fostering a cooperative, county-wide approach to economic development and works to improve the economic well-being of all Champaign County through efforts that entail job creation, job retention, tax base enhancements, small business development, and promotion of quality of life. CCEDC brings together community partners to support economic development by aligning interests through productive relationships, open dialogue, and advocacy efforts.

CCEDC hosts the [Illinois Small Business Development Center \(SBDC\) at Champaign County EDC](#), which provides information, confidential business guidance, training, programs, and other resources for startups, existing small businesses, and those who wish to start or sell a business. These services are confidential and provided at no cost. [SBDC supports hundreds of businesses annually.](#)

Small Business Support and Grants

This project provides funding and technical assistance to small businesses in Champaign County negatively impacted by the COVID-19 pandemic.

Timeline: July – December 2024

- Grants will be awarded on a rolling basis until award money is exhausted.

Each applicant must:

- Provide a COVID impact statement.
- State a clear and specific use for the grant program/money.
- Submit an application and requested information, including proper documentation and attestations required by each program.
- Have an active business physically located in Champaign County.
- Employ 100 full-time employees (FTE) or less.
- Be an independently owned and operated for-profit corporation or limited liability corporation, partnership, or sole proprietorship authorized to conduct business in the state of Illinois.
- Be "In Good Standing" with the state of Illinois.
- Be operating legally in accordance with all federal, state, and local laws and regulations, and be current with all city taxes, fees, and licenses.
- Respond to survey requests for information regarding how program funds were utilized and the economic impact on the business.

Program #1 – *Champaign County Small Business BOOST Program*

- Pre-structured small business support programs covering a variety of topics. Examples: [Brand Refresh/Jumpstart](#), [Social Media Audit](#), [Website Audit](#).
- CCEDC pays the vendor providing the services directly, at no cost to the small business.
- A completed application does not guarantee support.

- Estimated budget allocation: \$25,000

Program #2 – Champaign County Small Business GROW Program

- Small business grants of up to \$15,000 for eligible expenses, match required over \$5,000. Geared toward businesses that have been in operation for more than two years.
- Eligible costs: HR, legal, accounting, audit, and real estate fees; website, branding, and design fees; marketing; bookkeeping or point-of-sale subscriptions (e.g. QuickBooks, Toast or Square); technology equipment and software upgrades to facilitate e-commerce, point-of-sale, etc., equipment and building improvements.
- A completed application does not guarantee funding.
- Estimated budget allocation: \$150,000

Program #3 – Champaign County Small Business Grant Program

- Small business grants of up to \$5,000 for eligible expenses, no match required. Geared toward new and existing businesses.
- Eligible costs: incorporation fees; HR, legal, accounting, audit, and real estate fees; website, branding, and design fees; marketing; bookkeeping or point-of-sale subscriptions (e.g. QuickBooks, Toast or Square); technology equipment and software upgrades to facilitate e-commerce, point-of-sale, etc., equipment and building improvements.
- A completed application does not guarantee funding.
- Estimated budget allocation: \$160,000

Budget

**Champaign County ARPA Funds
Small Business Grants
\$400,000**

<u>Budget Category</u>	<u>Budget</u>	<u>Notes</u>
Personnel	40,000.00	Program management + one-on-one confidential, no-cost advising (SBDC Advisor)
Grants	335,000.00	
Other (Marketing)	25,000.00	Marketing dollars to promote the programs

400,000.00

CCEDC will:

- Administer the grant programs and provide technical support for applicants, including program launch and marketing, application review, and funding allocation.
- Hire an additional staff member – SBDC Advisor – to provide one-on-one confidential, no-cost advising and technical assistance for grant applicants. This additional staff is reflected within the personnel budget and will report to SBDC Director Madeleine Wolske.
- Provide templates for programs that require specific documentation – i.e. a business plan.
- Work with local community partners to ensure outreach and communication about these grant opportunities, including the New American Welcome Center, Experience Champaign-Urbana, Champaign County Chamber of Commerce, Champaign Center Partnership, Champaign County Black Chamber of Commerce, Business Elevator, Rantoul Chamber of Commerce, Mahomet Area Chamber of Commerce, St. Joseph Chamber of Commerce, and Champaign-Urbana Public Health District, as well as local municipalities, libraries, and lenders.
- Publish a list of grant recipients and award amounts upon program completion.
- Provide the necessary reporting and documentation to Champaign County.