

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE CHAMPAIGN
COUNTY ECONOMIC DEVELOPMENT CORPORATION FOR TALENT
ATTRACTION PROGRAM ASSISTANCE**

This Agreement is entered as of September 15, 2022, 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 respond to the negative economic impacts of COVID-19, including transferring ARPA funds to provide assistance to 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 program costs of operating a Talent Attraction Program for Champaign County, hereby named “Talent Attraction Program.”

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 Talent Attraction program costs through the following understanding:
 - a. **Talent Attraction Program:** The EDC will conduct activities between June 24, 2022 and December 31, 2024 directly related to program costs of operating a Talent Attraction program to assist Champaign County businesses in pandemic recovery by filling jobs, promoting Champaign County as a destination to live and work, retaining residents, and growing the local population; with proposed program details and budget included in Attachment 1.
 - b. **Funding:** The County will transfer ARPA funds to the EDC in an amount of up to \$50,000 in support of this assistance beginning in County fiscal year 2022, according to the projected budget in Attachment 1. The transfer of funds shall be made in two installments of \$25,000. In order for funds to be released, the EDC must submit a Risk Assessment Form as provided by the County for the first installment; followed by documentation of funding and a Reporting Form as provided by the County for remaining installment(s) prior to release of funds. The

Risk Assessment Form and Reporting Form shall be made available by the County to the EDC in a fillable format.

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 programs 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: program details and purpose, program timeline and status, program impact, expenditure information and status, capital expenditure amounts and details, impacted populations, public health or economic impact experienced due to the pandemic, program 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. 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 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 programs the County is funding, be denied the benefits of such program, or be subjected to discrimination under any program 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. Talent Attraction Program

- i. Services: The EDC shall conduct activities toward operation of a Talent Attraction Program under the following requirements:
 - 1. The EDC shall conduct program costs between June 24, 2022 and December 31, 2024 in the activities of operating a program to assist Champaign County businesses in pandemic recovery by filling jobs, promoting Champaign County as a destination to live and work, retaining residents, and growing the local population.
 - 2. The EDC shall conduct program costs in accordance with the proposed budget and details provided in Attachment 1.
- ii. Governance: The Talent Attraction Program activities shall be overseen by the Champaign County EDC Board of Directors with the following responsibilities:
 - 1. Review reports and program adherence.
 - 2. Approve significant changes in programs 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 \$50,000, in two installments of \$25,000 available beginning in 2022.
- 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 to 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.

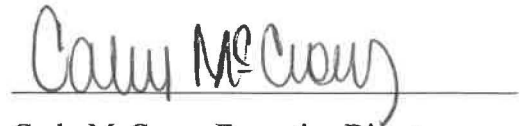
The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

THE COUNTY OF CHAMPAIGN

**CHAMPAIGN COUNTY
ECONOMIC DEVELOPMENT
CORPORATION**



Darlene A. Kloepfel, County Executive



Carly McCrory, Executive Director

Solving the

TALENT ATTRACTION EQUATION IN CHAMPAIGN COUNTY

OVERVIEW

In the age of talent wars, it's critical that Champaign County stays on the cutting edge of recruiting tactics. The Champaign County Economic Development Corporation and Visit Champaign County are joining forces to create real, sustainable practices to attract top talent and retain them in our community. In summer of 2021, we partnered with RoleCall, a talent attraction consulting company, to determine our points of differentiation and how we can capitalize on these points to lift up our community as a place to live and work. The following proposal stems from RoleCall's recommendations for Champaign County, with RoleCall serving as the provider to develop the solution.

PROJECT GOALS

Businesses—small and large—in the community have been negatively affected by the pandemic. This initiative will assist local businesses in pandemic recovery by filling jobs, promoting Champaign County as a destination to live and work, retaining residents, and growing our population.

COMMUNITY JOB APPLICATION

Community Job Application—This innovative approach gives future residents an accessible path to “yes” by providing a virtual front door to employment in Champaign County. This system would give people a chance to apply to be a Champaign resident—an innovative concept that could only work in our collaborative community. It will provide recruiters everything they need to hire and show them the results of the region's talent attraction efforts in real time. Also, this would make Champaign the only Midwest city to be doing this, which means there's massive potential here for press, earned media, and national recognition from peers as a leader in this space.



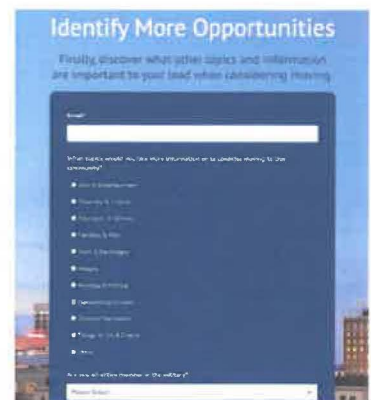
BASIC INFORMATION

This page is to get candidates into the portal. We only want to ask for easy information so we make sure they fill it out. Once the form is submitted, the candidate immediately becomes a contact in our database. We can continue to reach out to them and nurture them further down the funnel.



JOB/INDUSTRY INFORMATION

This page is where we gather information on the candidates' job and industry. We also collect their resume here. If a candidate doesn't upload their resume — we can reach back out to them and ask for their resume later.



INTEREST & HOBBY INFORMATION

This page is where we gather information on the candidates' hobbies and interests. We want to make sure we're sending them relevant content to help them make a relocation decision. This would integrate with the Champaign Welcome Crew application.

TALENT ROSTER COMPILATION

Once we've collected candidates, we'll send out a Talent Roster to the Champaign County Recruiters Network. This is an organized list of all the candidates who have completed any part of the application. Candidates are segmented by industry allowing us to provide this data directly to local employers for their hiring searches. Information on hobbies and interested will be fed directly to the Champaign Welcome Crew allowing us to reach out immediately to help answer their community questions.

BUDGET—\$50,000

ROLECALL DELIVERABLES

- RoleCall Landing Pages and Forms for Traffic Conversion
- Customized IF/THEN workflows
- Nurturing Pathways and Conversion
- Custom content for engagement
- CTAs and social media messaging
- Collaboration with recruiter network to make it comprehensive and compatible with their needs

Expect the product launch by Q1 of 2023. This one-time funding will continue to produce tangible results for years to come.

TIMELINE OF TALENT ATTRACTION PROGRAMS

The Community Job Application builds upon additional programs that have achieved success in talent attraction.

- **Fall 2019**—Launched trainings and tours for the Champaign County Area Recruiters Network, assisting with telling the community story.
- **Winter 2019**—Chambana Proud gear launched with t-shirts and totes designed by local artists.
- **August 2021**—The Chambana Welcome Crew, a community ambassador program, launched with a dozen ambassadors. In the past twelve months we've tripled our ambassadors and have helped over 40 new residents settle into the community, network, and in some cases, find jobs.
- **May 2022**—Launched New to CU Mixers bringing together new residents as of 2020 to network with each other and the Chambana Welcome Crew. These events happen quarterly.

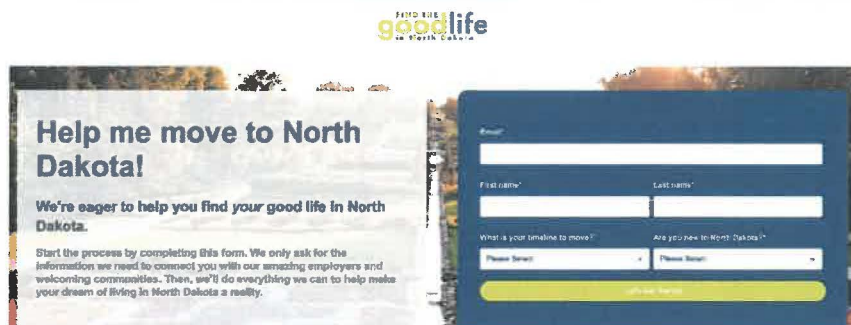


HOW OUR PROGRAMS WORK TOGETHER



EXAMPLE: NORTH DAKOTA

See live example at <https://relocate.findthegoodlife.com/help-desk>



Melyssa Diebold · 2nd
North Dakota Dept. of Commerce
2h · Edited · 🌐 + Follow

Are you ready for some feel good info on this Monday to get you energized for the week ahead? **Find The Good Life** in North Dakota is the **North Dakota Department of Commerce** newest campaign aimed at helping people move to North Dakota. Just in the past week, Find the Good Life has had an astonishing amount of leads enter our pipeline with 40 of them looking to move immediately! Overall, we have leads from 21 states and 17 countries, but here is the BEST part of our story... Last week we had our first **Find The Good Life** relocation participant move from Graham, WA to Minot, ND and receive a job in the IT industry! 🙌🙌🙌

CONTACT US

Carly McCrory-McKay | Champaign County Economic Development Corporation | carly@champaigncountyedc.org | 217-359-6261
Terri Reifsteck | Visit Champaign County | terri@visitchampaigncounty.org | 217-351-4133

