AN AGREEMENT FOR PROMOTION AND MARKETING SERVICES BY AND BETWEEN THE CITY OF URBANA, A MUNICIPAL CORPORATION AND THE URBANA BUSINESS ASSOCIATION, A 501C.3 NOT-FOR-PROFIT CORPORATION

WHEREAS, promotion of public events and programs in downtown Urbana is in the best interests of the City; and

WHEREAS, an efficient method of promoting such events is by a "partnership arrangement" with the Urbana Business Association.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES THEREIN MADE, the parties agree as follows:

Total payments under this contract shall not exceed $50,000.00 in restricted and unrestricted expenditures.

1. Unrestricted Funds: Upon the execution of this contract, $10,000 shall be paid to the UBA for staffing, and other miscellaneous administrative costs. Not less than $5,000 shall be maintained as working cash for operation of the organization and bill processing during the term of this contract.

2. Restricted Funds: Since the nature and extent of the costs likely to be incurred for the events contemplated below are difficult to ascertain in advance, it is agreed that those expenses and cost eligible for reimbursement hereunder are those actual "out-of-pocket" costs paid by the UBA. Furthermore, whether any particular expense is or is not reimbursable as provided herein, shall be a determination made in the sole discretion of the Chief Administrative Officer. Restricted Funds will be paid only on a reimbursable basis.

A. Urbana Parade of Homes: The UBA shall organize, staff, coordinate, and promote the 2004 Urbana Parade of Homes. Only those homes within the corporate limits of Urbana shall be promoted. Before the City pays out any money, the City must be provided with evidence of a 50-50 funding match up to $5,000. If the match funds are received, then the City will reimburse UBA up to $5,000 for advertising and promotion of this event.

B. Urbana Sweetcorn Festival: The UBA shall organize, staff, coordinate and promote the Urbana 2004 Sweetcorn Festival. The City of Urbana shall be included as a primary sponsor on promotions. Up to $10,000 will be reimbursed for this event for entertainment, promotional/advertising/marketing expenses.

C. Downtown Promotions/Events: The UBA will sponsor or promote in part the following events to the extent they are held Downtown:

- British Car Show
- International Beer Tasting and Chili Cook Off Event
- Other holiday and celebration events, including street dances, brown bag luncheons on Town Square

Up to $5,000 will be reimbursed for promoting these events, but not more than $1,500.00 per event. The UBA contribution for these events, if in cash reimbursement for entertainment, must be split 50-50 between entertainment and event promotion. Where the UBA promotes an event, UBA staff shall assure that all free promotional approaches are pursued including, but not limited to, public service announcements, web site promotion, UPTV announcements, entertainment listings publications and the like.

D. Banner Program: UBA will be reimbursed up to $5,000 for the purchase of banners to be used on City right-of-way. Such banner's design to be coordinated with the City.

E. Up to $15,000 will be reimbursed to UBA for expenses incurred in relation to the following:

1) UBA Website development and maintenance not to exceed $5000
2) Co-op advertising program with Urbana businesses

3) Other marketing expenses agreed upon in advance
4) AM 5:30 expenses for phone lines

3.	Board Representation: The City of Urbana shall have at lest one seat on the UBA Board for City Staff in order to assure coordination. The staff member(s) shall be appointed by the City of Urbana's Chief Administrative Officer.

4.	Office Space: For the term of this contract, office space shall be provided in the downtown parking deck by the City of Urbana without charge. It is expressly understood that in the event the City designates or hires a downtown coordinator pursuant to the Downtown Plan, the City may choose to share said space with the UBA. Urbana agrees to provide a parking space for the UBA office on the top level of the parking deck.

5.	Payment Procedure for Reimbursable Expenses: Requests for reimbursement shall be made in writing to CAO, 400 South Vine Street, Urbana, Illinois, and shall include a copy of the invoice and a corresponding copy of the issued UBA check 4:00 p.m. on Thursday of any week. Assuming proper documentation and reimbursement eligibility, a check will be issued to the UBA within fourteen (14) calendar days.

6.	Neither restricted nor unrestricted funds shall be utilized for membership promotion, political activities or in any other manner that is not a direct service to the City of Urbana.

7.	Termination/Default: Either party may terminate this contract for cause by giving thirty (30) days written notice as provided herein. Termination shall not, however, affect the payment of the $10,000 in unrestricted funds. Termination shall be effective s to any reimbursements set forth in paragraph 2 above for events which are scheduled to occur sixty (60) days or greater from the date the notice of termination is received, unless the parties otherwise agree whether an event was scheduled and the date scheduled for such shall be in the sole determination of the Chief Administrative Officer.

8.	Notices: All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties listed below at the addresses set after their names, or to other such addresses as shall be agreed upon.

9.	Performance benchmarks: During the term of this contract the UBA staff and Board will develop performance benchmarks as related to UBA activities to measure the effectiveness of funded programs.

DATED at Urbana, Illinois, this _____ day of _____, 2003.

CITY OF URBANA, ILLINOIS				URBANA BUSINESS ASSOCIATION

BY:_____		BY:_____
	Tod Satterthwaite, Mayor				(title)

ATTEST:							ATTEST:

_____		_____
Phyllis D. Clark, City Clerk					(secretary)