

ORDINANCE NO. 2004-07-088

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROMOTION AND MARKETING SERVICES

(Urbana Business Association)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That 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, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this _____ day of _____, 2004.

AYES:

NAYS:

ABSTAINS:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, 2004.

Tod Satterthwaite, Mayor

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 \$47,250.00 in restricted and unrestricted expenditures.

1. Staffing Payments: Upon the execution of this contract and employment of staff, up to \$2,000 per month shall be paid to the UBA as a reimbursable for verified employee salary expenses.

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 costs that are 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 upon documentation of the incurred UBA expense and UBA payment.

- A. 2004 Urbana Parade of Homes: The UBA shall organize, staff, coordinate, and promote the October 2004 Urbana Parade of Homes. Only those homes within the corporate limits of Urbana shall be promoted. Prior to the City reimbursement of funds, the City must be provided with evidence of a 50-50 funding match from developers. If the match funds are received, then the City will reimburse UBA up to \$5,000 for advertising and promotion of this event.
- B. 2004 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 Coordination: The City will reimburse for eligible expenses for UBA Downtown events that are approved and coordinated with the City, exclusive of the Sweetcorn festival, not to exceed \$4,000. 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. Co-Op advertising: Up to \$4,250 will be reimbursed to UBA for expenses incurred in relation to co-op advertising with Urbana merchants.

3. Board Representation: The City of Urbana shall have at least one seat on the UBA Board for City Staff in order to assure coordination.

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. The city of 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 such documentation as deemed appropriate by the C.A.O.

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.

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.

DATED at Urbana, Illinois, this ____ day of _____, 2004.

CITY OF URBANA, ILLINOIS

URBANA BUSINESS ASSOCIATION

BY: _____
Tod Satterthwaite, Mayor

BY: _____
(title)

ATTEST:

ATTEST:

Phyllis D. Clark, City Clerk

(secretary)