

**RESOLUTION NO. 2022-10-078R**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT**

**(Champaign County Black Chamber of Commerce, Fiscal Year 2022-2023)**

**WHEREAS**, the City of Urbana (“City”) is a home rule unit of local government pursuant to Article VII, Section 6, of the State of Illinois Constitution, 1970; and may exercise any power and perform any function pertaining to its government and affairs, and the passage of this Resolution constitutes an exercise of the City's home rule powers and functions as granted in the Illinois Constitution, 1970; and

**WHEREAS**, the City of Urbana has determined that supporting the growth and sustainability of African American businesses provides a benefit to the City; and

**WHEREAS**, the Champaign County Black Chamber of Commerce (“CCBCC”) is developed to provide support and services to African American businesses for the City and the Champaign County region; and

**WHEREAS**, the City and CCBCC believe that it would be mutually beneficial to the City and CCBCC to develop an agreement whereby CCBCC would provide services for and on behalf of the City and the City would reasonably compensate CCBCC for such services.

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

Section 1.

An Economic Development Agreement by and between the City of Urbana, a Municipal Corporation, and the Champaign County Black Chamber of Commerce, a 501c.6 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.

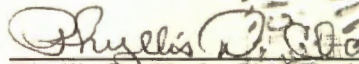
The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of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

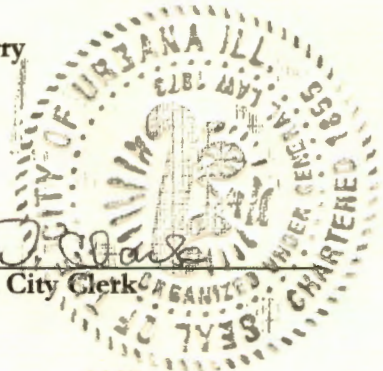
**PASSED BY THE CITY COUNCIL** this 10th day of October, 2022.

**AYES:** Wu, Evans, Hursey, Kolisetty, Bishop, Wilken, Quisenberry

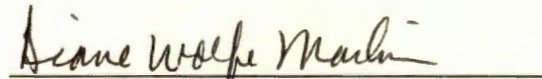
**NAYS:** None.

**ABSTAINED:** None.

  
\_\_\_\_\_  
Phyllis D. Clark, City Clerk



**APPROVED BY THE MAYOR** this 18<sup>th</sup> day of October, 2022.

  
\_\_\_\_\_  
Diane Wolfe Maclin, Mayor

**AGREEMENT BETWEEN THE CITY OF URBANA &  
THE CHAMPAIGN COUNTY BLACK CHAMBER OF COMMERCE**

THIS AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of October, 2022 by and between the **City of Urbana** (“City”) and **The Champaign County Black Chamber of Commerce** (“CCBCC”).

**WHEREAS**, CCBCC is a non-profit organization that is dedicated to economically empowering and sustaining African American communities through access to capital, contracting entrepreneurial training business development, and advocacy: and

**WHEREAS**, the City is endeavoring to increase contracting opportunities for disadvantaged businesses that are minority-owned business enterprises (MBE), women-owned business enterprises (WBE), and veteran-owned business enterprises (VBE); and

**WHEREAS**, the City wishes to engage CCBCC to assist in coordinating of networking events (minimum of three events) to gather contact information and survey the needs of African American businesses to assist the City Council goal of supporting non-traditional businesses.

**NOW, THEREFORE**, the parties agree to the following:

**I. SCOPE OF SERVICES**

**Services provided by CCBCC:**

- CCBCC will be present in-person at all networking event hosted by the organization.
- CCBCC will coordinate registration and networking icebreakers and will emcee the presentation portion of the event.
- CCBCC will arrange for the venue (within Urbana city limits) and refreshments at all networking events.
- CCBCC may partner with other organizations to utilize their resources to provide educational components to the networking events that will assist the businesses in entrepreneurial training, business development and sustainability.
- CCBCC will provide contractor directory (including services) following the events.
- CCBCC will administer a survey following the event to all contractors for feedback.
- CCBCC will meet quarterly with City of Urbana economic development staff for program updates.
- CCBCC has the option of hosting a Black Business Expo

**Services provided by the City:**

- The City will provide contact information on all African American businesses collected prior to networking events.
- The City will be in attendance and provide an economic development update at networking events.
- The City will provide a staff as a member of the CCBCC board

**II. DURATION OF SERVICE**

Services provided by CCBCC shall commence on the date this Agreement is signed by both parties and end on June 30, 2023, unless otherwise extended by written modification to this Agreement.

**III. CITY MONETARY FUNDING TO CCBCC**

Fiscal Year 2022-2023:           \$5,000

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed Five Thousand Dollars and 00/100 (\$5,000.00) for the services described above. The City will pay CCBCC within two weeks of the presentation of an invoice for payment. The invoice will specify the services performed to date. Invoices for partial payment may be submitted and paid as the work progresses. Invoices shall not be presented more frequently than every two weeks.

**V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via first-class mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice sent in this manner shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

City  
Darius White  
City of Urbana  
Economic Development Coordinator  
400 S. Vine St.  
Urbana, IL 61801  
217.384.6288  
[dlwhite@urbanaininois.us](mailto:dlwhite@urbanaininois.us)

CCBCC  
William Kyles  
CC Black Chamber of Commerce  
President  
408 Taylor Thomas Lane  
Champaign, IL 61820  
217.552.3625  
[wkyles@ilbcc.org](mailto:wkyles@ilbcc.org)

## **VI. SPECIAL CONDITIONS**

*None*

## **VII. GENERAL CONDITIONS**

### **A. Hold Harmless**

CCBCC shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of CCBCC's performance or nonperformance of the services or subject matter called for in this Agreement.

### **B. Amendments**

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release the City or CCBCC from its obligations under this Agreement except and only to the extent that said obligations are modified in said amendments.

The City may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and CCBCC.

### **C. Default**

In the event that either party to this agreement believes the other party has defaulted on the terms of this Agreement, notice shall be given and a reasonable period of time to cure the default shall be provided. If the default remains unresolved after a reasonable period of time, then this Agreement shall terminate and the City will be obligated to pay only for the services rendered up to the date of the default.

**VIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**IX. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**X. WAIVER**

The City's failure to act with respect to a breach by CCBCC does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

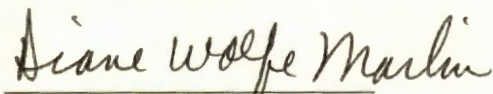
**XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the City and CCBCC for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and CCBCC with respect to this Agreement.

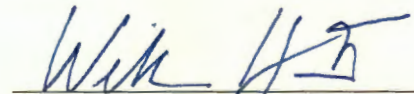
**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

[END OF AGREEMENT, SIGNATURES FOLLOW.]

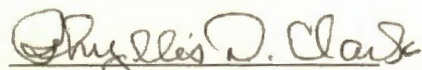
**FOR THE CITY:**

  
\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

**FOR CCBCC:**

  
\_\_\_\_\_  
William Kyles, President

**ATTEST:**

  
\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**ATTEST:**

\_\_\_\_\_  
Maryka Baraka, Treasurer