

**RESOLUTION NO. 2023-06-065R**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
COMMUNITY PARTNERSHIP AGREEMENT FOR VISIT CHAMPAIGN COUNTY  
FOUNDATION- AFRICAN AMERICAN HERITAGE TRAIL**

**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 of 1970, and may exercise any power any function pertaining to its government and affairs, and the passage of this Resolution constitutes; and

**WHEREAS**, the City has determined that supporting the Champaign County African American Heritage Trail (AAHT) developed by the Visit Champaign County Foundation (VCCF) provides a benefit to the City; and

**WHEREAS**, the City and the VCCF have previously held a relationship related to promotion and marketing services to enhance tourism to Urbana.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council, of the City of Urbana, Illinois, as follows:

**Section 1.** That an Agreement providing \$50,000 in City funds for the purpose of implementing the AAHT in Urbana, 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 said Agreement on behalf of the City.

**PASSED BY THE CITY COUNCIL** this 12<sup>th</sup> day of June, 2023.

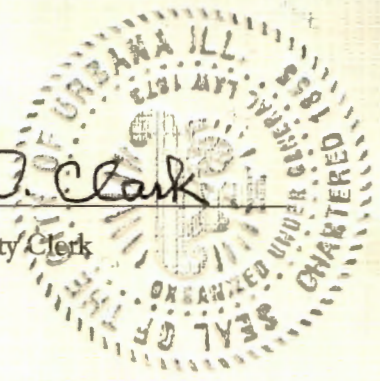
AYES: Wu, Hursey, Kolisetty, Bishop, Quisenberry

NAYS: None

ABSTENTIONS: Evans, Wilken

*Phyllis D. Clark*

Phyllis D. Clark, City Clerk



APPROVED BY THE MAYOR this 18<sup>th</sup> day of August 2023.

*Diane Wolfe Marlin*

Diane Wolfe Marlin, Mayor

**AGREEMENT BETWEEN  
THE CITY OF URBANA & CHAMPAIGN COUNTY CONVENTION  
AND VISITORS BUREAU**

THIS AGREEMENT (“Agreement”) is entered into this 30 day of May, 2023 by and between the **City of Urbana** (“City”) and **Visit Champaign County Foundation** (“VCCF”).

**WHEREAS**, the City is a home rule unit of local government pursuant to Section 6 of Article VII of the State of Illinois Constitution of 1970; and

**WHEREAS**, VCCF is an Illinois not-for-profit business league that has been granted tax-exempt status by the Internal Revenue Service pursuant to Section 501(c)(6) of the Internal Revenue Code (26 U.S.C. § *et seq.*) and is certified by the Illinois Office of Tourism as the Local Tourism and Convention Bureau for Champaign County; and

**WHEREAS**, VCCF is establishing an African American Heritage Trail for Champaign County; and

**WHEREAS**, the City is financially contributing to the development of the African American Heritage Trail – Urbana sites, marketing and website.

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

**I. SCOPE OF SERVICES**

- The City will provide a representative for the African American Heritage Trail committee.
- VCCF will establish sites within Urbana for signage and murals.
  - Signage will consist of themes covering the following but not limited to:
    - Ellis Subdivision
    - Ellis Drive
    - Urbana Businesses/Shelton’s Laundry
    - African American Elected Officials
    - African American Veterans
- VCCF will supervise any researcher(s) needed for gathering information on any theme listed above or agreed upon by the City and VCCF.
- VCCF will provide written report(s) quarterly to the City on the spending of funds allocated to VCCF for the African American Heritage Trail – Urbana sites, marketing and website.
- VCCF will present to City Council once all funds are spent to provide an overview of the African American Heritage Trail – Urbana sites and contributions.

**II. DURATION OF SERVICE**

Services provided by VCCF shall commence on the date this Agreement is signed by both parties and end once the total budget for Urbana has been used towards the African American Heritage

Trail and a final report is given to and accepted by City Council on the use of the allocated funds, unless otherwise extended by written modification to this Agreement.

### III. BUDGET

*Total: \$50,000.00*

### IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed Fifty Thousand Dollars and 00/100 (\$50,000.00) for the services described above. The payment of \$50,000.00 will be paid to VCCF prior to work completed to serve as matching funds required to obtain a DCEO grant received by VCCF.

### 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  
[dlwhite@urbanaillinois.us](mailto:dlwhite@urbanaillinois.us)

VCCF  
Jayne DeLuce  
President & CEO  
Visit Champaign County  
17 E. Taylor St.  
Champaign, IL 61820  
[jayned@experienceccu.org](mailto:jayned@experienceccu.org)

### VI. SPECIAL CONDITIONS

*None*

### VII. GENERAL CONDITIONS

#### A. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. VCCF shall at

all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as VCCF is an independent contractor.

B. Hold Harmless

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

C. 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 VCCF 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 VCCF.

D. 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 VCCF 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 VCCF 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 VCCF with respect to this Agreement.

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

City of Urbana

Visit Champaign County Foundation

By *Siane Wolfe Marlin*  
Title *Mayor*  
Date *6/21/2023*

By *Jayne DeFuce*  
Title *President + CEO*  
Date *5-30-23*