

**Memorandum
General Administration**

To: Mayor and Council
Subject: Downtown Management Contract
Date: January 18, 2021



One of the City Council's action steps for 2021 was to utilize some of the remaining TIF funds to hire a Downtown Executive Director. The Council approved the allocation for a two year contract in December. City staff and the Mayor's Downtown Task Force worked with the Quad Cities Chamber to develop the attached contract to provide the requested services. The Chamber has successfully provided similar services in other Quad Cities communities.

Recommendation: The Executive Department recommends that the City Council approve the contract with the Quad Cities Chamber for \$225,000 to provide Executive Management for Downtown Rock Island and authorize the City Manager to sign the documents subject to minor attorney modifications.

Submitted by: Randy Tweet, City Manager

Approved by: Randy Tweet, City Manager

**DOWNTOWN SERVICES AGREEMENT BETWEEN
THE CITY OF ROCK ISLAND AND THE QUAD CITIES CHAMBER
2020 - 2022**

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, is by and between The City of Rock Island, Illinois, hereinafter referred to as the "City", a Municipal Corporation, and The Quad Cities Chamber, Inc. hereinafter referred to as "The Chamber".

WHEREAS, the City has received funding approval from City Council under the terms and conditions of the City of Rock Island budgeting process; and

WHEREAS, The Chamber has assisted local downtowns with creating organizational structures that create vibrant downtowns; and

WHEREAS, the City and The Chamber recognize the need for economic development and revitalization within downtown Rock Island; and

WHEREAS, pursuant to this Agreement, the City is engaging The Chamber for its downtown place management services; and

WHEREAS, downtown place management services under this agreement shall include activities such as exploring the creation of a downtown place management organization with guidance from a downtown steering committee, making recommendations to the City Council, developing a plan for long term funding sustainability, and making recommendations on the appropriate use of the remaining downtown TIF funds; and

WHEREAS, such downtown revitalization is in the public interest by bringing people, new events, activities, and vibrancy back to downtown Rock Island along with increased revenue, improved quality of life, and greater value for existing assets;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and The Chamber agree as follows:

I. TERMS AND CONDITIONS

- A. Purpose:** The purpose of this Downtown Management Agreement (the "Agreement") is to outline the delivery and funding of services provided by The Chamber on behalf of the City of Rock Island. Services provided by The Chamber shall supplement, support, and complement the downtown efforts of the City of Rock Island, and Development Association of Rock Island, Inc. (DARI).
- B. Scope of Work:** The Chamber shall provide the services outlined in the Scope of Work attached as "Exhibit A" and incorporated herein by reference. The City

acknowledges that the Chamber contracts with various entities and organizations unaffiliated with the City, and that under those agreements the Chamber may perform services and activities in areas outside downtown Rock Island. However, the parties have agreed that funds provided by the City through this Agreement shall be used for activities within downtown Rock Island.

- C. Term:** The term of this Agreement shall cover the period beginning on the date identified on page one of this agreement and shall extend to and terminate on December 31, 2022 unless terminated earlier by either party as herein provided.
- D. Funding:** The City shall pay The Chamber in consideration of the services performed (Exhibit A) using TIF funds allocated through the City of Rock Island budgeting process in the following amounts:
 - i. January 1 – December 31, 2021: \$110,783
 - ii. January 1 – December 31, 2022: \$114,107
- E. Contract Renewal:** Six months prior to the termination of this Agreement the City and The Chamber agree to negotiate in good faith the terms of a new Agreement.
- F. Office Space:** The City shall cover the cost of renting private office space in downtown Rock Island and the associated utilities.
- G. Accountability:** The Chamber agrees to provide, in accordance with the terms of this Agreement, the following:
 - i. No less than forty (40) hours of weekly staff time on activities outlined in the Scope of Work (Exhibit A)
 - ii. Monthly Activity Reports
 - iii. The Chamber shall guarantee that the funding for services provided through this Agreement shall be used to promote and manage downtown activities in the downtown Rock Island and to improve the welfare of the citizens of Rock Island.
 - iv. The City shall monitor and evaluate the performance of the organization under the terms and conditions of this Agreement. The Chamber agrees to cooperate with the City by providing periodic progress reports, documentation, and other information as the City may require.

II. FINANCIAL TRANSACTIONS. Payments to The Chamber in accordance with the provisions of this Agreement shall be made in the following manner:

- A.** The City of Rock Island shall provide monthly payments equal to 1/12 of the annual funding amount to The Chamber over the term of this agreement.
- B.** The initial advance payment, and all other payments, shall not be due or owed until the occurrence of all of the following:
 - i. execution of this Agreement by both the City and the Chamber; and
 - ii. The Chamber's submission to the City of an invoice in an agreed upon amount not to exceed 1/12 of the annual funding amount.

- a. Amounts less than the first installment may be paid to The Chamber prior to the execution of the Agreement at the discretion of the City's CED Director so long as such amounts are approved to be paid in advance by the City Manager
 - iii. The Chamber shall submit subsequent invoices for payment on a quarterly basis
 - iv. Upon the receipt of required documentation and invoice from The Chamber, the City of Rock Island shall have thirty (30) days in which to process payment of the invoice.
 - C. The Chamber agrees to maintain records and accounting systems in conformance with accounting principles generally accepted in the United States of America.
- III. **GRIEVANCE PROCEDURE.** Any complaint or grievance regarding any aspect of this Agreement shall follow the procedure outlined below:
 - A. A complaint or grievance must be filed with the Community and Economic Development Director within 72 hours of the event or occurrence which precipitated the complaint/grievance.
 - B. Upon receipt of a written complaint/grievance, the Community and Economic Development Director shall review the complaint and render a written decision within seven calendar days. The Community and Economic Development Director's decision may be appealed by submitting a written notice of appeal to the City Manager within seven days of the date of the Community and Economic Development Director's decision.
 - C. Upon receipt of the appeal, the City Manager shall review the case and render a decision within seven calendar days of the date the appeal is received. The decision of the City Manager may be appealed by submitting a notice of appeal to the City Council within seven calendar days of the date of the City Manager's decision.
 - D. Upon receipt of an appeal, the City Council shall render a decision within fourteen calendar days after the appeal is filed unless there is no City Council meeting scheduled to take place within a fourteen-day period immediately following the date the appeal is filed. If there is no regularly scheduled council meeting within fourteen days of the date the City Manager's decision is appealed, the appeal shall be heard at the next regularly scheduled meeting of the City Council and the City Council shall render a decision within 7 days of hearing the appeal of the City Manager's decision.
- IV. **DISCRIMINATION PROHIBITED.** In performance of this agreement, The Chamber shall comply with applicable City of Rock Island, State of Illinois and Federal rules and regulations pertaining to Equal Employment Opportunity, including those of the State of Illinois Fair Employment Practices Commission. The Chamber further agrees that it shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which The Chamber receives financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to The Chamber, this assurance shall obligate The Chamber, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within The Chamber's jurisdiction.
- C. As applicable, Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60) provide that:
 - i. The Chamber shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Chamber shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - ii. The Chamber shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Chamber shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- D. The Chamber shall incorporate the aforesaid requirements in all subcontracts.

V. POLITICAL ACTIVITY

- A. In performance of this agreement, The Chamber agrees to comply with the prohibition of directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office under the Internal Revenue Code.

termination of funding or the agreement. After such notification to the Chamber by the City, the City agrees to negotiate and work with the Chamber to address and resolve any concerns or alleged violations of the agreement during the 30-day period immediately after notification to The Chamber. If the City and The Chamber are not able to resolve the City's concerns during this 30-day period, the City or The Chamber may terminate this agreement at either party's discretion.

- E. Suspension or termination of this Agreement may occur if any or all organizations materially fail to comply with any term of this contract.
- F. Upon termination of this Agreement, reversion of assets shall occur, such that the organization shall transfer to the City of Rock Island any funds on hand at the time of expiration and any accounts receivable attributable to the use of funds. In no circumstance shall The Chamber be required to return funds that have already been properly expensed as allowed under the terms of this agreement.
- G. Either party may terminate this agreement upon 90 days written notice to the other party, with or without cause. Work expectations will continue after the 90 notice until contract termination.

VIII. SEVERABILITY. If any provision of this Agreement is invalid for any reason, such invalidation shall not affect other provisions of this Agreement which can be given effect without the invalid provision; and to this end, the provisions of this Agreement are to be severable.

IX. MISCELLANEOUS

- A. **Headings.** The titles and headings contained in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof.
- B. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to its principles on conflicts of laws. If there is a lawsuit under this Agreement, the parties agree to submit to the jurisdiction of the courts of Rock Island County, Illinois.
- C. **Notices.** All notices, requests and demands to be made hereunder shall be made in writing and addressed as set forth below and shall be given by either of the following means: (i) by prepaid, receipted nationally recognized overnight delivery service (including, but not limited to, Federal Express, Express Mail or United Parcel Service) or (ii) registered or certified United States mail, return receipt requested and postage prepaid. A party's address may be changed by notice to the other party given in the same manner as provided above. Any notice, demand or request sent pursuant to clause (i) shall be deemed received upon such delivery, and, if sent pursuant to clause (ii) shall be deemed received five (5) business days following deposit in the mail.

To the Chamber: President & CEO
 Quad Cities Chamber
 1601 River Drive, Suite 310
 Moline, IL 61265

To the City: City Attorney
 1528 3rd Avenue
 Rock Island, IL 61201

- D. **Counterparts.** This Agreement may be executed by the parties in counterparts, all of which shall be considered one and the same agreement, and shall be binding when one or more counterparts have been signed by each of the parties and delivered to each of the parties.
- E. **Electronic Execution.** This Agreement may be executed as evidenced by a document (or signed page thereto) signed and transmitted by facsimile machine or by PDF or by other electronic means delivered by e-mail and any such facsimile, PDF or other electronic signature shall be deemed an original.
- F. **Successors and Assigns.** No party may assign any of its rights or obligations hereunder, by operation of law or otherwise, without the prior written approval of the other party. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- G. **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, shall be deemed to create in any person other than the parties' signatory hereto and successors and assigns permitted hereby, any right, remedy, or claim under or by reason of this Agreement.
- H. **Entire Agreement; Amendments; Waivers.** This Agreement (including the documents delivered pursuant hereto), constitutes the entire agreement of the parties hereto pertaining to the subject matter contained herein and supersedes all prior agreements of the parties hereto. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the parties hereto. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

City of Rock Island, Illinois

The Quad Cities Chamber

By:

By:

Randall Tweet, City Manager

President & CEO

ATTEST:

Linda Mohr, Interim City Clerk

The Undersigned hereby acknowledges and certifies that the Quad Cities Chamber is not in default of any federal, state, or local grant or funding program. The Undersigned hereby acknowledges and certifies that the Quad Cities Chamber is not under investigation by any federal, state, or local law enforcement agency.

The Quad Cities Chamber

By:

President & CEO

EXHIBIT A - SCOPE OF WORK

Service Area: The work under this agreement shall be performed throughout downtown Rock Island as defined by the 2015 Downtown Revitalization Plan.

Downtown Organization Director: The Chamber shall hire a director to explore the creation of, and if created the management of, a downtown place management organization that shall be responsible for the scope of services described below. The director shall be an employee of the Chamber and report to the Chamber as such, but shall also take advisory direction from the downtown steering committee as described below. The director shall be housed in a private office space within the service area. The director shall be empowered to represent the Chamber in regards to any and all relevant matters pertaining to the service area and this scope of work.

Downtown Steering Committee: The Chamber will establish a downtown steering committee, which will be inclusive of the existing steering committee members and additional property owners, business owners, and downtown stakeholders. There shall be no limit on the number of members, but at least one member shall be a City staff person, one member shall be a DARI staff person, and one member of the Chamber staff. The steering committee shall serve as a forum for discussing downtown issues, shall provide ongoing feedback to the director, and shall function as a policy making body for the downtown organization as appropriate. It shall meet at least once a month unless it decides by majority vote to meet less frequently.

Scope of Services: The director with guidance from the steering committee shall be responsible for the following services:

- Explore the creation of downtown place management organization
- Determine a sustainable funding model for a place management organization
- Create place management organization
- Represent and advocate for downtown property owners, businesses, and residents.
- Help the City prioritize TIF funds to deliver services in downtown Rock Island to enhance public spaces, encourage investment, and improve quality of life.
- Market the downtown as a great place to live, work, and play through website and social media. (take over existing communication tools)
- Draft articles and updates on downtown activities for newsletters and website as needed.
- Establish and foster relationships with all stakeholders.
- Conduct community outreach and consensus building regarding urban planning initiatives impacting the downtown.
- Respond promptly to questions and concerns of steering committee members, residents, property managers, property owners, and business owners.
- Become a trusted source and expert on all mobility and placemaking issues and trends.
- Keep up to date on trends and opportunities in placemaking and public space activation.

- Identify funding opportunities through the identification of public and private partners and grant opportunities.
- Prepare reports and presentations.

Expectations of future place management organization to be created:

- Lead in the execution of the 2015 Downtown Revitalization Plan.
- Manage an overall strategy for placemaking and activating downtown spaces through a variety of tools including but not limited to public art, lighting, landscaping, parklets, furnishings, holiday decoration, wayfinding, recreation, and signage.
- Coordinate large events and activities downtown.
- Develop activation concepts, identify partners, develop detailed project plans, implement concepts, and manage designers and contractors.
- Assist in the planning and design for various urban interventions, public activation strategies, and capital improvement initiatives throughout downtown.
- Review, research, develop, and monitor streetscape and open space initiatives throughout the downtown.
- Prepare budgets, manage contracts, and review/approve invoices.
- Coordinate with the City and DARI to ensure neighborhood signage, street furniture, banners, plantings, and infrastructure are well maintained and submit requests for repairs as needed.

Long-Term Sustainability: The director shall develop a long-term sustainability plan to make the downtown organization self-sustaining by 2023. Options could include a Special Services Area (SSA) or a Business Improvement District (BID). As part of this plan, the steering committee would transition to a board of directors as appropriate.

Annual Action Plan and Performance Targets: The director shall develop an annual work plan that includes clear and measurable performance targets. Achievement of performance targets shall be the measure of the downtown organization's success. If there are changing conditions, funding availability issues, unforeseen expenses, or other circumstances beyond the director's reasonable control, then the current performance targets may be revised with the City's written approval. The annual work plan shall be reviewed on an ongoing basis to ensure continuing relevance to the needs of the downtown.

Reporting: As principle stakeholders and in light of their public-private partnership, the downtown organization shall maintain reasonable levels of communication with the City as well as DARI. The director shall provide upon reasonable request reports to the City and DARI discussing in appropriate detail (in all cases, considering the need to maintain a high level of confidentiality with respect to proprietary and competitive matters) its progress in implementing the work plan and meeting performance targets. The director shall also report on any activity that The Chamber believes to be of interest to the City or DARI within the

downtown. The City and DARI will provide reasonable requests about their activity to The Chamber and director. The Chamber and director shall report to the City as follows:

1. Meetings with City and DARI staff every two weeks to discuss projects and activities that may require collaboration;
2. Monthly timesheets verifying no less than 40 hours of weekly staff time on activities outlined in the scope of work and the annual work plan;
3. A monthly activity report, which shall be provided during a monthly meeting, informally and orally to staff;
4. Provide a quarterly digital file with all details of any aggregated metrics to include data fields requested by City and DARI Staff based on reported activities (these metrics and data fields shall be determined during the creation of the Work Plan);
5. Quarterly written status reports no later than the end of each month following City quarter end, and;
6. On reasonable request of the City, periodic update presentations that address the services provided pursuant to this Agreement.
7. The Chamber's and/or director's demonstrated need to provide confidentiality shall take priority over any specific request for information made by the City.