

## Memorandum

### Community and Economic Development Department

**To:** Rock Island City Council

**Subject:** Arts Program Services Agreement

**Date:** January 11, 2023



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Since 2021, the City has contracted with Quad City Arts to run the City's arts program. The scope of that work includes:

1. Develop and operate a public arts program for the City utilizing the City's Arts Commission as a steering committee providing general guidance and serving as the main vehicle for public engagement. The program shall be diversified so as to include different types of events, different types of art, and different parts of the community.
2. Develop an annual action plan with input from the Arts Commission that replaces the City's multi-year Arts Plan, contains a program budget, and details measurable objectives. The annual work plan shall be recommended by the Arts Commission to the City Council and then adopted by the Council annually.
3. Present monthly progress reports to the Arts Commission and quarterly progress reports to the City Council.
4. The program shall include an effort to gradually increase the number of art installations owned by the City in a permanent community collection and provide a plan for the maintenance of said collection.
5. Collaborate with the City, DARI, Quad Cities Chamber of Commerce, Visit Quad Cities, and other organizations on efforts to improve the quality of life in and the perceptions of Rock Island.
6. Collaborate with the City, DARI, Quad Cities Chamber of Commerce, Visit Quad Cities, and other organizations to expand the arts events and offerings within the City of Rock Island.
7. Expand the awareness of Rock Island arts events, businesses, and artists both in and outside of the Quad Cities region.

This new agreement is basically a renewal that aligns with the calendar year and reflects the City's 2023 budget. The total cost for the agreement is \$20,000 which is what is included for in the City's 2023 budget. There are no other substantive changes.

#### **Recommendation:**

The Community and Economic Development Department recommends that the City Council approve the adjusted Arts Program Services Agreement with Quad City Arts and direct the City Manager to execute said agreement.

**Submitted by:** Kathryn Douglass, GIS Specialist  
Tanner Osing, Planning & Zoning Manager  
Miles Brainard, Community & Economic Development Director

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**Approved by:** Todd Thompson, City Manager

**ART PROGRAM SERVICES AGREEMENT BETWEEN  
THE CITY OF ROCK ISLAND AND QUAD CITY ARTS**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, is by and between The City of Rock Island, Illinois, hereinafter referred to as the "City", a Municipal Corporation, and Quad City Arts hereinafter referred to as "QC Arts".

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, QC Arts has previously assisted in running arts programming in the community on behalf of the City; and

WHEREAS, the City and QC Arts recognize the need for economic and community development through broad-based cultural enrichment; and

WHEREAS, pursuant to this Agreement, the City is engaging QC Arts for its art program management services;

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

**I. TERMS AND CONDITIONS**

- A. Purpose:** The purpose of this Arts Program Services Agreement, hereinafter referred to as the "Agreement," is to outline the delivery and funding of services provided by QC Arts on behalf of the City of Rock Island. Services provided by QC Arts shall supplement, support, and complement the community development efforts of the City of Rock Island and its partners.
- B. Scope of Work:** QC Arts shall provide the services outlined in the Scope of Work attached as "Exhibit A" and incorporated herein by reference. The City acknowledges that QC Arts contracts with various entities and organizations unaffiliated with the City, and that under those agreements QC Arts may perform services and activities in areas outside Rock Island. However, the parties have agreed that funds provided by the City through this Agreement shall be used for activities exclusively within Rock Island and to the benefit of its citizens.
- C. Term:** The term of this Agreement shall cover the period beginning on January 1, 2023 and ending on December 31, 2023 unless terminated earlier by either party as herein provided.
- D. Funding:** The City shall pay QC Arts a not to exceed amount of \$20,000.00 in consideration of the services performed on a reimbursement basis (Exhibit A).

- E. Contract Renewal:** Six (6) months prior to the termination of this Agreement the City and QC Arts agree to negotiate in good faith the terms of a new Agreement. Funding shall be contingent upon budget approval by the City Council.
- F. Office Space:** QC Arts shall be responsible for providing and furnishing its own office space and covering all of the associated costs.
- G. Accountability:** QC Arts agrees to provide, in accordance with the terms of this Agreement, the following:
  - i.** Monthly Activity Reports to the Arts Commission.
  - ii.** Quarterly Activity Reports to the City Council.
  - iii.** Any other periodic progress reports, documentation, or other information as the City may require.
  - iv.** In said reports, QC Arts shall demonstrate how the funding for services provided through this Agreement are being used to provide arts program services that benefit the citizens of Rock Island.

- II. FINANCIAL TRANSACTIONS.** Payments to QC Arts in accordance with the provisions of this Agreement shall be made in the following manner:
  - A.** No more than fifteen percent (15%) of the annual funding amount provided to QC Arts shall be used for administrative costs. Administrative costs shall be submitted for reimbursement on a monthly basis.
  - B.** Project costs shall be submitted on a reimbursement basis. Requests for reimbursement shall include paid invoices and any other documentation that clearly identifies associated project costs. In the event that QC Arts undertakes a project that requires upfront costs to be covered by the City, QC Arts shall provide to the City a signed agreement or contract in order to access the funds with the consent of the City's Community and Economic Development Director.
  - C.** After determination by the City that the expense is an appropriate and reasonable expense covered by this agreement, the City shall have thirty (30) days to remit payment to QC Arts upon receipt of a request for reimbursement.
  - D.** QC Arts agrees to maintain records and accounting systems in conformance with accounting principles generally accepted in the United States of America.

- III. DISCRIMINATION PROHIBITED.** In performance of this agreement, QC Arts 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. QC Arts 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 QC Arts 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 QC Arts, this assurance shall obligate QC Arts, 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 QC Arts's jurisdiction.
- C.** As applicable, Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60) provide that:
  - i.** QC Arts shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. QC Arts 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.** QC Arts shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. QC Arts shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- D.** QC Arts shall incorporate the aforesaid requirements in all subcontracts under this Agreement.

#### **IV. POLITICAL ACTIVITY**

- A.** In performance of this agreement, QC Arts 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.
- B.** QC Arts also agrees that it shall not use resources provided herein to support or oppose, or to influence others to support or oppose, any candidate for elected office in the Rock Island city government.

**V. CONFLICT OF INTEREST.** QC Arts agrees to establish safeguards to prohibit employees from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family business, or other ties without written permission from the City. No member, officer, or employee of QC Arts, or its designees or agents, or other person who exercises any functions or responsibilities with respect to the program under this Agreement during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

**VI. GENERAL CONDITIONS**

- A.** QC Arts hereby agrees to defend, indemnify, and hold harmless the City of Rock Island from any and all claims of any nature for damages which may arise from QC Arts's negligent, willful, or wanton conduct in any of its activities or in the performance of this Agreement. The obligation to indemnify shall include the obligation to indemnify and defend the City of Rock Island, including attorney fees, court costs and any other litigation costs.
- B.** QC Arts shall acknowledge the financial assistance of the City of Rock Island toward community arts, including displaying the City of Rock Island as a capital contributor within QC Arts's reports and acknowledgement in publications by stating the following: "Services and programs of QC Arts are made available in part through the financial assistance of the City of Rock Island."
- C.** City's Satisfaction: All work performed by QC Arts hereunder shall be performed to the reasonable satisfaction of the City. The City shall have the right to terminate this Agreement, in whole or in part, upon 90 days written notice if QC Arts's work is not satisfactory to the City, as determined by the City in its sole discretion.
- D.** Upon a breach of this Agreement, either party may terminate this Agreement with 30 days written notice to the other party. The City of Rock Island reserves the right to re-evaluate the services provided under this agreement and the amount of each annual allocation hereunder to determine if said services are beneficial to the mission and direction of the City. If the City of Rock Island determines that some or all of the services provided no longer meet the City's mission or needs, the City may, at its discretion, reduce or terminate funding to any or all organizations listed in the Agreement. Prior to exercising its right to reduce or terminate funding as set forth in this paragraph, the City agrees to notify QC Arts of the City's intent to reduce or terminate funding or to terminate the agreement in full 30 days in advance of any such reduction or termination of funding or the agreement. After such notification to QC Arts by the City, the City agrees to negotiate and work with QC Arts to address and resolve any concerns or alleged violations of the agreement during the 30-day period immediately

after notification to QC Arts. If the City and QC Arts are not able to resolve the City's concerns during this 30-day period, the City or QC Arts 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 QC Arts 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.

**VII. 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.

**VIII. 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 QC Arts: Executive Director  
Quad City Arts  
1715 2<sup>nd</sup> Avenue  
Rock Island, IL 61201

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

Quad City Arts

By:

By:

\_\_\_\_\_  
Todd Thompson, City manager

  
\_\_\_\_\_  
Kevin Maynard, Executive Director

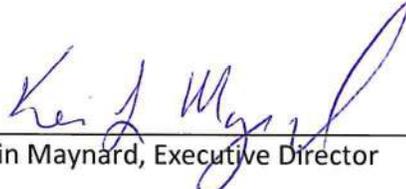
ATTEST:

\_\_\_\_\_  
Samantha Gange, City Clerk

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

Quad City Arts

By:

  
\_\_\_\_\_  
Kevin Maynard, Executive Director

## EXHIBIT A - SCOPE OF WORK

**Service Area:** The work under this agreement shall be performed throughout the whole of the City of Rock Island.

**Arts Commission:** QC Arts will develop an annual action plan with input from the City's Arts Commission. The Commission shall provide guidance and assist with soliciting public feedback on projects and activities. The Commission shall not exercise authority over this service agreement or QC Arts staff.

**Scope of Services:** QC Arts with guidance from the Arts Commission shall be responsible for the following services:

1. Develop and operate a public arts program for the City utilizing the City's Arts Commission as a steering committee providing general guidance and serving as the main vehicle for public engagement. The program shall be diversified so as to include different types of events, different types of art, and different parts of the community.
2. Develop an annual action plan with input from the Arts Commission that replaces the City's multi-year Arts Plan, contains a program budget that includes itemization acceptable by the City, and details measurable objectives. The annual work plan shall be recommended by the Arts Commission to the City Council and then adopted by the Council annually.
3. Present monthly progress reports to the Arts Commission and quarterly progress reports to the City Council.
4. The program shall include an effort to gradually increase the number of art installations owned by the City in a permanent community collection and provide a plan for the maintenance of said collection.
5. Collaborate with the City, DARI, Quad Cities Chamber of Commerce, Visit Quad Cities, and other organizations on efforts to improve the quality of life in and the perceptions of Rock Island.
6. Collaborate with the City, DARI, Quad Cities Chamber of Commerce, Visit Quad Cities, and other organizations to expand the arts events and offerings within the City of Rock Island.
7. Expand the awareness of Rock Island arts events, businesses, and artists both in and outside of the Quad Cities region.

**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 QC Arts' 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 City. The determination of whether performance goals have been met or achieved shall be at the City's sole discretion.

**Reporting:** QC Arts shall provide upon reasonable request reports to the City 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. QC Arts shall also report on any activity that QC Arts believes to be of interest to the City. The City will provide reasonable requests about their activity to QC Arts. QC Arts shall report to the City as follows:

1. Meetings with City staff to discuss projects and activities that may require collaboration;
2. Monthly Activity Reports to the Arts Commission.
3. Quarterly Activity Reports to the City Council.
4. On reasonable request of the City, periodic update presentations that address the services provided pursuant to this Agreement.
5. QC Arts' demonstrated need to provide confidentiality shall take priority over any specific request for information made by the City.