

Memorandum

Community and Economic Development Department

To: Rock Island City Council

Subject: Cultural Liaison Contract

Date: January 11, 2023



Over the past several years, the Community & Economic Development Department has increased outreach efforts for immigrants and refugees who have recently settled in the City. Many of these new residents come from the Great Lakes region of Africa, specifically the countries of Rwanda, Burundi, the Democratic Republic of the Congo, and Tanzania. The region is home to a wide range of different languages but the different peoples all share a common regional culture. That culture, of course, is quite different than the culture of Rock Island and so people coming from there can have a difficult time integrating into American society.

Efforts like the Community Garden Program are, at least in part, an attempt to build trust and foster better communication between recent arrivals and City staff. Due to the language barrier and a lack of cultural understanding, Staff have come to rely on certain community members who not only speak the several common languages being used but also have the necessary social capital to function as a “go-between.” The most prominent and reliable of those is Niyongabire Prosper who has come to function as City staff’s go-to cultural liaison and interpreter for Kinyarwanda, Kirundi, and Swahili speakers. He has been regularly available for meetings in the office and in the field, and has also helped to report back to staff about community issues like housing and healthcare.

Most situations require language interpreters to assist at a one-time meeting, and they are paid for that without being kept under contract. In this case, the continuous nature of the service justifies a contract that more clearly outlines the scope of work and the appropriate compensation. Given the strength of the existing working relationship, demonstrated reliability, and the unlikelihood of a better alternative being uncovered in a bidding process, Staff request approval of this single source procurement. The liaison will be paid \$50 per hour using CDBG funds not to exceed \$9,000 in a six (6) month period with the option to renew at the same rate. Basically, this contract is a renewal from the previous year.

Additionally, Staff hope to develop a framework over the next six (6) months for expanding the Cultural Liaison Program to include other immigrant and refugee groups settled in Rock Island. The focus of this program would potentially address issues such as housing, starting businesses, and creating a welcoming civic life.

Recommendation:

The Community and Economic Development Department recommends that the single source procurement of the cultural liaison be approved and that the City Manager be authorized to execute the contract.

Submitted by: Tanner Osing, Planning & Zoning Manager
Miles Brainard, Community & Economic Development Director

Approved by: Todd Thompson, City Manager

**CONTRACT FOR PROFESSIONAL SERVICES BY AND BETWEEN
THE CITY OF ROCK ISLAND, ILLINOIS AND NIYONGABIRE PROSPER**

1. **NAMED PARTIES.** This contract is by and between the City of Rock Island, Illinois, hereinafter referred to as the "City," and Niyongabire Prosper, hereinafter referred to as the "Consultant." The Consultant and the City acknowledge that the Consultant is not an employee of the City but instead will act as an independent consultant who shall receive a 1099 tax form from the City and shall be responsible for withholding and paying their own taxes.
2. **CONTRACT PERIOD.** This contract is effective for a period of six (6) months beginning January 1, 2023 and ending June 30, 2023. This contract may be extended for one additional term of six (6) months that shall end on December 31, 2023. The contract shall be automatically extended unless the City or the Consultant notifies the other party in writing at least thirty (30) days prior to the expiration of the original term that it does not desire to extend said contract. The City shall retain the right and option to negotiate or terminate this contract prior to any extension. The thirty (30) day notice provision shall apply to modifications.
3. **SCOPE OF SERVICES.** The Consultant shall act as interpreter and cultural liaison for Kirundi, Kinyarwanda, and Swahili speakers from the African Great Lakes Region residing in the City of Rock Island. The Consultant shall assist City staff with a wide range of interpreting services by appointment at City Hall, in the field, or at other agreeable locations. Further, the Consultant shall assist staff in the operation of relevant programming and provide cultural background information that shall serve to further City efforts relating to Kirundi, Kinyarwanda, and Swahili speakers from the African Great Lakes Region. The Consultant shall not be responsible for any written translations nor shall they be responsible for producing any written materials.
4. **COMPENSATION.** The total sum not-to-exceed fee for six (6) months of services shall be \$9,000. The hourly rate of pay shall be \$50.00 and time shall be logged to the nearest hour. The Consultant shall be paid monthly following receipt by the City of an itemized invoice with line items that shall include but not limited to the date when services were performed, description of said services, and hours worked on said date. The City retains the right to refuse pay for services which the City determines to be unreasonable or outside the scope of the terms of this contract. The City shall not unreasonably withhold its approval.
5. **TERMINATION.** Either party may, with thirty (30) days written notice, terminate the contract for any reason and without any penalty. The contract may also be cancelled without thirty (30) days written notice by the City for cause.
6. **INDEMNIFICATION.** The Consultant does hereby agree to release, indemnify and hold the City harmless from any and all claims, causes of action, damage, liability and cost and expenses, including litigation costs and attorneys' fees, against or incurred by the City, and hereby further agrees to waive and release any and all claims or causes of action of every kind and nature whatsoever, both in law and equity, whether known, unknown, foreseen, unforeseen, which the undersigned, or anyone claiming through or against the undersigned, might have, including without limitation claims for personal

injury, death or property damage resulting from, arising out of, or being in any way connected with provision of the above described services. This indemnity agreement shall also be effective to the maximum extent permitted by law.

7. SEVERABILITY. To the maximum extent possible, each provision of this contract shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this contract shall be prohibited by, or held to be invalid under applicable law, such provision shall be ineffective solely to the extent of such prohibition of invalidity, and this shall not invalidate the remainder of such provision or any other provision of this contract.
8. OTHER TERMS AND CONDITIONS. This contract shall be governed by the laws of the State of Illinois. The jurisdiction and venue for all disputes which require legal action shall be remedied within the Illinois courts. The parties stipulate and agree that in the event of litigation the proper forum and venue for any such litigation shall be either the United States District Court in and for the Central District of Illinois, Rock Island Division or the District Court in and for the Fourteenth Judicial Circuit in and for Rock Island County.

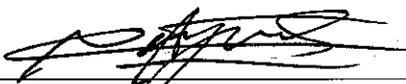
City of Rock Island

Attest:

Todd Thompson, City Manager

Samantha Gange, City Clerk

Consultant


Niyongabire Prosper

1/9/2023