



**Memorandum**  
**Martin Luther King Center**

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**To:** Todd Thompson, City Manager      **From:** Jerry Jones, Director MLK Center  
**Subject:** No cost contract extension      **Date:** 03/03/2023  
**Number:** MLK23-4

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On March 21, 2022 the City entered into a contract with Enterprise Community Partners Inc. for consulting services regarding the West End Revitalization Scope of Work including:

1. Developing a plan and infrastructure for implementation
2. Prepare a Neighborhood Revitalization Strategy.

The agreement cites a 365-day process however due to some unanticipated delays, The Martin Luther King Center and Enterprise are seeking a no cost extension of the contract to March 25, 2024 while leaving the maximum total payable under the contract at the original not to exceed figure of \$ \$195,001.19 with all other terms of the original agreement remaining in place. This extension will not result in any additional expense to City and this contract is payable through a grant from John Deere to the Martin Luther King Center.

\$195,001.19

Recommendation:

That council authorize the city manager to execute an extension of the agreement subject to the total costs, fees and expenditure caps as the original contract.

**Submitted by:** Jerry Jones, Director Martin Luther King Center

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

## Consulting Agreement

This Consulting Agreement is made by and between the City of Rock Island, 1528 Third Avenue, Rock Island, IL 61201 and Enterprise Community Partners, Inc., a Maryland non-stock nonprofit corporation having its principal place of business at Suite 700, 70 Corporate Center, 11000 Broken Land Parkway, Columbia, MD 21044, and mutually referenced as the Parties

**1. DESCRIPTION OF SERVICES.** Enterprise Community Partners will provide the City the following consulting services:

The scope of work described is to be completed in 365 days once work commences (See attached Exhibit 1). The work consists of two Phases. Phase One includes seven (7) separate tasks with the noted bench marks and deliverables for each task. Phase Two also includes seven (7) separate tasks with the noted bench marks and deliverables for each task including preparing a Neighborhood Revitalization Plan. The estimated costs including estimated hours to complete each task numbered one (1) through seven (7) under Phase One and Phase Two of the Agreement are set out in Exhibit 1 entitled West End Implementation Scope of Work.

The budget for Exhibit 1 is attached as Exhibit 2 and includes estimated hours and costs for each task, rationale for budget assumptions and projected Enterprise team members.

**2. PAYMENT.** The City agrees to pay Enterprise Community Partners professional fees which shall include reimbursement for any and all expenses incurred by Enterprise including but not limited to travel, meals, supplies or any other costs incurred by Enterprise in fulfilling its obligations under this agreement in an amount not to exceed one hundred and ninety-five thousand and one dollar and nineteen cents (\$195,001.19). The total amount is comprised of an estimate of \$188,184.00 in direct costs, plus 18.5% G&A cost, calculated on travel, stipends, and other direct costs, for a total of \$195,001.19, as set forth on Exhibit 1. The line-item amounts will be billed as incurred as set forth below, and, upon completion of the scope of work, may total to amounts different than presented on Exhibit 1, provided the total billings do not exceed \$195,001.19. Enterprise shall provide the City with a monthly invoice, with labor, other costs, and expenses based on the completion of work during the invoice period plus the applicable administration amount. All invoices will be in a format mutually agreed upon by the Parties. City agrees to process invoices on a Net 30-day payment schedule and remit payment according to the instructions to be provided by Enterprise so long as there is no dispute between the parties that the work performed and being billed in the invoice conforms to the work required under this agreement as to scope and quality as determined by the City. If the City wishes to dispute all or portion of any invoice presented, they shall do so within ten days of the receipt of the invoice containing the objectionable charges with an explanation of the objection. The City shall present Enterprise with any and all objections to charges or work performed in written form and shall

pay any non-objectionable portions of the invoice on a Net 30-day payment schedule and remit payment for that portion of the invoice which is not objectionable. If City provides notice of objection to Enterprise for all or part of any invoice, the parties agree to meet within ten days of the city serving of the objection on Enterprise and attempt to resolve the matter in good faith. In the event that no good faith agreement can be reached, the parties agree to submit the matter to mediation and to participate in mediation in good faith prior to either party filing suit regarding the disputed fees. The fact that there are disputed costs or charges shall not affect either party's right to terminate this agreement on 30 days written notice.

**3. TERM.** This Agreement shall commence on the date last subscribed below in the signature blocks, and Enterprise Community Partners' performance shall be completed no later than 365 days thereafter.

**4. TERMINATION.** This Agreement may be terminated in accordance with the following terms:

- a. By the City or Enterprise at any time through the provision of 30 days written notice of termination to Enterprise Community Partners or the City, as applicable, at the addresses listed in this document.
- b. If for any reason, either party fails to timely fulfill its obligations under this Agreement, the party who is not in default shall give written notice of default to the other party. Upon the failure to cure any such default within thirty days after notice thereof, the party giving notice of the default may thereupon terminate this Agreement by providing written notice of termination to the other party as provided in paragraph 17.

Termination of this Agreement shall not release or discharge Enterprise Community Partners from any liability to the City for damages sustained because of any breach of this Agreement, and the City may withhold any payments otherwise due to Enterprise Community Partners for the purpose of set-off until the exact amount of damages due the City is determined. Liability is for direct damages only; neither party shall be liable for any indirect, incidental or consequential damages.

**5. WORK PRODUCT OWNERSHIP.** All work performed by Enterprise Community Partners shall be work for hire. Any copyrightable works, ideas, discoveries, inventions, patents, products or other material developed in whole or in part by Enterprise Community Partners in performing this Agreement shall be the exclusive property of the City. Upon request, Enterprise Community Partners will execute all documents necessary to confirm or perfect the exclusive ownership of the City to the work product. Notwithstanding the foregoing, the City shall not have any ownership or licensing rights to those systems, data, software, documents, electronic files or other materials that are used in the ordinary course of business by Enterprise Community Partners to complete the tasks in this Agreement.

**6. WARRANTY.** Enterprise Community Partners shall provide its service and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the Agreement which meet generally accepted standards for similar work, and will provide a standard of care equal to, or superior to, care used by service providers similar to Enterprise Community Partners on similar projects.

**7. CONFIDENTIALITY.** Enterprise Community Partners acknowledges and agrees that it will receive information that individuals interviewed or surveyed may reasonably regard as confidential. Further, Enterprise Community Partners acknowledges and agrees that any information the City representatives and personnel have indicated is confidential or a reasonable person doing similar work would conclude such information is confidential will be kept confidential. Enterprise Community Partners shall exercise reasonable care in maintaining the confidentiality of all such information gathered in the course of performing this Agreement.

**8. RECORDS AND AUDITS.** Enterprise Community Partners shall maintain accounts and records, including personnel, timekeeping, and financial records, adequate to identify and account for all costs pertaining to this Agreement and to properly account for all project funds. These records shall be made available to the City on reasonable notice for audit purposes during the Term of the Agreement as defined herein and 365 days after final payment is made by the City.

**9. INDEPENDENT CONTRACTOR RELATIONSHIP.** Both parties agree and intend that this Agreement creates an independent contractor relationship between Enterprise Community Partners and the City. Nothing contained herein will in any way constitute a party or that party's employees, agents, or servants to be employees, agents, or servants of the other party, and they will in no way represent themselves as agents, servants, or employees of the other party. Enterprise Community Partners agrees to pay all employment, social security, Workers' Compensation, Medicare, withholding and any other applicable taxes or fees with respect to the compensation paid to it under this Agreement, including taxes levied on Enterprise Community Partners' net income.

**10. MUTUAL IDEMNIFICATION.** Enterprise Community Partners agrees to indemnify and hold harmless City, its directors, officers, employees, agents, representatives, successors, assigns, and subcontractors from and against any and all claims, demands, actions, settlements, or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements, or judgments relate to the willful misconduct or negligent actions or negligent omissions of Enterprise Community Partners.

The City agrees to indemnify and hold harmless Enterprise Community Partners from and against any and all claims, demands, actions, settlements, or judgments, including reasonable attorney's fees and litigation expenses, based upon or arising out of the activities described in

this Agreement, where such claims, demands, actions, settlements, or judgments relate to the willful misconduct or negligent actions or negligent omissions of the City of Rock Island.

This section shall survive termination, expiration, or completion of this Agreement.

**11. INSURANCE.** Enterprise Community Partners shall provide certificates of insurance naming the City as additional insured as set out in Exhibit 2.

**12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**13. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The Parties intend that delivery may be affected by facsimile or electronic (PDF) transmission and that a facsimile or PDF copy that has been executed by the transmitting party shall constitute an original for all purposes.

**14. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such a provision will be deemed written, construed, and enforced as so limited.

**15. AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by both parties.

**16. GOVERNING LAW.** This contract shall be construed in accordance with the laws of the State of Illinois. Venue shall lie exclusively in the Circuit Court for the Fourteenth Judicial Circuit, Rock Island County, Illinois.

**17. NOTICE.** Any notice or communication required or permitted under this contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. Notice to Enterprise Community Partners shall be to the attention of Jordan Pearlstein.

**18. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**19. NO DISCRIMINATION.** The parties hereto shall not discriminate against any person or employee because of race, color, handicap, age, ability to pay, national origin or any other

federal or state protected class nor shall there be any such discrimination in the employment practices and personnel policies of either party.

The City is an equal opportunity and affirmative action employer and hereby incorporates by reference the EEO/AA statement found in 41 C.F.R. §60-1.4(a), 41 C.F.R. 60-741.5, and 41 C.F.R. 60-300.5 and 60-250.5.

**EXHIBIT ONE: West End Implementation Scope of Work**

## West End Implementation Scope

Timeline: 1 year, 365 days

*1a Develop a plan and infrastructure for implementation*

- **Establish and support a cross-sector Implementation Team.** The Implementation Team should consist (at least, but not solely) of City of Rock Island staff, MLK Center staff, and West End community/organization leaders. While important to have a diverse, inclusive, and cross-sector representation on the Implementation Team, it is also important to identify a “lead entity” and/or “backbone organization.”
- **Develop and rollout a stakeholder engagement and communications plan.** Engagement and communication does not stop at the assessment stage; there will be an ongoing feedback loop between stakeholders and the Implementation Team.
- **Define measurable goals, performance metrics, and indicators.** High-level goals and objectives as well as recommended strategies were highlighted in the West End Assessment & Recommendations Report. A key component of ensuring results, will be to set clear, measurable goals and to identify corresponding performance metrics and indicators to track them (disaggregated by, at least, race).
- **Conduct feasibility deep-dive on strategy recommendations.** This will aid the Implementation Team and other key stakeholders in assessing the feasibility, prioritization, and key components of the recommended strategies. This may include mapping (in more detail) the ecosystem of each of the recommended strategies—partners, resources, programs, legal/policy/regulatory context, etc.—to analyze and categorize them on a variety of factors, such as:
  - Implementation timeline (e.g. 1-3 years, 3-5 year, 5-10 years)
  - Lead and partner entities
  - Funding/finance required and existing/potential sources
  - Laws, policies, and/or regulations that impact implementation
  - New capacities needed for implementation (knowledge, skills, systems, tools, etc.)
- **Change management and leadership development:** A strategy and implementation plan can be a catalyst for transformational change. But for these plans to come to life and take root in the culture of City of Rock Island institutions and partners, it requires more than a well-crafted document. A fundamental component of strategic planning and implementation is change management. This may include leadership development (including one-on-one coaching, workshops, etc.) both within City of Rock Island departments key to implementation as well as within other partner institutions.
- **Develop Year 1-3 Implementation, Monitoring, and Evaluation Plan**

*1b Prepare a Neighborhood Revitalization Strategy*

In partnership with the City of Rock Island’s Community and Economic Development Department, Enterprise will prepare a Neighborhood Revitalization Strategy for CED to submit either as an amendment to its existing 2019-2023 Consolidated Plan and/or as part of its 2024-2028 Consolidated Plan.

## West End Implementation Budget

Task	Hours	Labor	Travel	OCDs	G&A	
Establish Cross-sector Implementation Team	110	\$ 17,300.00	\$ 2,630.00	\$ 1,000.00	\$ 1,043.24	
Develop stakeholder engagement and communications plan	135	\$ 18,950.00	\$ -	\$ 6,000.00	\$ 2,038.30	
Define measurable goals, performance metrics, and indicators	80	\$ 13,350.00	\$ -	\$ -	\$ -	
Conduct feasibility deep-dive on strategy recommendations	120	\$ 19,150.00	\$ 2,169.00	\$ -	\$ 400.25	
Change management and leadership development	200	\$ 43,450.00	\$ 3,345.00	\$ -	\$ 3,335.40	
Develop Year 1-3 Implementation, Monitoring, and Evaluation Plan	180	\$ 25,725.00	\$ -	\$ -	\$ -	
Prepare NRSA	150	\$ 22,750.00	\$ -	\$ -	\$ -	
Project Management and Admin	67	\$ 12,365.00	\$ -	\$ -	\$ -	
<b>Total</b>	<b>1042</b>	<b>\$ 173,040.00</b>	<b>\$ 8,144.00</b>	<b>\$ 7,000.00</b>	<b>\$ 6,817.19</b>	<b>\$ 195,001.19</b>

**Budget Assumptions**

The budget includes \$11,000 to subcontract to a local consultant (e.g. West End nonprofit partner) to support tasks such as the stakeholder engagement and communications plan. The selection of the subcontractor and specifications of their scope will be determined with input from the project team. Additionally, the budget includes (in OCDs) \$5,000 to provide stipends to community members/leaders (e.g. Community Conveners) to support this scope. Finally, the budget also includes approximately \$40,000 to subcontract with Bob Hoffman and Associates, a certified MWBE, to provide change management and leadership development services. The first portion of his work will focus on: 1) Identifying current organizational culture(s) in the cross-sector organizations represented on the Implementation Team; 2) Identifying training/developmental workshops, seminars and other mechanisms which have been used to increase knowledge, skills and performance of leaders and staff; 3) Establishing working groups from each organization that will assist in the development, review and support training initiatives; 4) Clarifying where each organization is in its transformation process; and 5) Identifying broad areas of training and technical support to each of the entities. This first portion of the work will take place over three months and will inform a more tailored TA for change management and leadership development. This early portion of the scope is estimated at \$10,000. The additional \$30,000 included in this budget is an estimate, but will need to be confirmed based on the findings of the assessment portion of this work.

**Team Members**

Jordan Pearlstein, Director, Enterprise Community Partners

Susan Hartmann, Senior Program Director, Enterprise Community Partners

Isabelle Atkinson, Program Officer, Enterprise Community Partners

Bob Hoffman, Bob Hoffman & Associate (subcontractor)

Local organization TBD (subcontractor)

Community Conveners

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Enterprise Community Partners, Inc.

By: Christopher Kizzie  
DZCDA0559DD24A3

Date: 3/18/2022

Chris Kizzie, Vice President, Enterprise Community Partners, Inc.

City of Rock Island

By: John Cripp  
John Cripp, Interim City Manager

Date: 3-21-22

Attest:

By: Samantha Gange  
Samantha Gange, City Clerk