

## Memorandum

### Community and Economic Development Department

**To:** Rock Island City Council  
**Subject:** Community Caring Conference Funding Agreement  
**Date:** March 30, 2023



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For decades, the Community Caring Conference (CCC) has been advocating for residents and helping make neighborhoods better places to live. The organization is perhaps best known for its efforts to establish and support block clubs. These grassroots groups bring neighbors together to keep a watchful eye on the street, report suspicious activity, and look out for one another. CCC has also maintained a strong working relationship with the Police Department as well as many other City departments. It is a trusted community development partner.

The City has provided financial support to CCC in one form or another for many years. In the last several City budgets, the amount set aside has been \$10,000 and this is included yet again in the 2023 budget. Unlike in past years, however, CCC and City staff have negotiated a funding agreement for this budget year. This is new and formalizes the working relationship between the two organizations. As seen in the attached agreement, funding will now be disbursed on a reimbursement basis upon completion of work or activities. These will be described in an annual work plan. Regular reporting to the City, specifically to the recently created Community Development Commission, will also be required. This framework is essentially the same as what has been established for Quad City Arts and other similar partners. It ensures transparency and helps to better determine future programming and funding needs.

CCC's board of directors has voted to approve the funding agreement and the organization has executed the agreement.

#### **Recommendation:**

The Community & Economic Development Department recommends that the City Council approve the funding agreement and direct the City Manager to execute said agreement.

**Submitted by:** Miles Brainard, Community & Economic Development Director

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

**FUNDING AGREEMENT BETWEEN  
THE CITY OF ROCK ISLAND AND THE COMMUNITY CARING CONFERENCE**

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 the Community Caring Conference hereinafter referred to as "CCC."

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

WHEREAS, CCC has previously assisted in neighborhood development by creating and supporting block clubs as well as providing associated programming for residents; and

WHEREAS, the City and CCC recognize the need for economic and community development through efforts that create safer and more livable neighborhoods; and

WHEREAS, pursuant to this Agreement, the City is engaging CCC as a community development partner;

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

**I. TERMS AND CONDITIONS**

- A. Purpose:** The purpose of this Funding Agreement, hereinafter referred to as the "Agreement," is to outline the delivery and funding of services provided by CCC on behalf of the City of Rock Island. Services provided by CCC shall supplement, support, and complement the community development efforts of the City of Rock Island and its partners.
- B. Scope of Work:** CCC shall provide the services outlined in the Scope of Work attached as "Exhibit A" and incorporated herein by reference. The City acknowledges that CCC contracts with various entities and organizations unaffiliated with the City, and that under those agreements CCC 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 CCC a not to exceed amount of \$10,000.00 in consideration of the services performed on a reimbursement basis.

- E. **Contract Renewal:** Six (6) months prior to the termination of this Agreement the City and CCC 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:** CCC shall be responsible for providing and furnishing its own office space and covering all of the associated costs.
- G. **Accountability:** CCC agrees to provide, in accordance with the terms of this Agreement, the following:
  - i. Monthly Activity Reports to the Community Development 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, CCC shall demonstrate how the funding for services provided through this Agreement are being used to provide services that benefit the citizens of Rock Island.

- II. **FINANCIAL TRANSACTIONS.** Payments to CCC 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 CCC shall be used for administrative costs.
  - 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 CCC undertakes a project that requires upfront costs to be covered by the City, CCC 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 CCC upon receipt of a request for reimbursement.
  - D. CCC 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, CCC 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. CCC 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 CCC 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 CCC, this assurance shall obligate CCC, 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 CCC's jurisdiction.
- C. As applicable, Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60) provide that:
  - i. CCC shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CCC 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. CCC shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. CCC shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- D. CCC shall incorporate the aforesaid requirements in all subcontracts under this Agreement.

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

- A. In performance of this agreement, CCC 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. CCC 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.** CCC 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 CCC, 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.** CCC 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 CCC'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.** CCC 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 CCC's reports and acknowledgement in publications by stating the following: "Services and programs of CCC are made available in part through the financial assistance of the City of Rock Island."
- C.** City's Satisfaction: All work performed by CCC 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 CCC'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 CCC 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 CCC by the City, the City agrees to negotiate and work with CCC to address and resolve any concerns or alleged violations of the agreement during the 30-day period immediately after notification to CCC. If the City and CCC are not able to resolve the City's concerns during this 30-day period, the City or CCC may terminate this agreement at either party's discretion.



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

Community Caring Conference

By:

By:

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

  
\_\_\_\_\_  
Paul Fessler, Board Chair

ATTEST:

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

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

Community Caring Conference

By:

  
\_\_\_\_\_  
Paul Fessler, Board Chair

## EXHIBIT A - SCOPE OF WORK

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

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

**Scope of Services:** CCC with guidance from the Community Development Commission shall be responsible for the following services:

- Organize and coordinate neighborhood block club meetings and/or organized activities (e.g., clean-up days, block parties, etc.);
- Sponsor and coordinate large community-wide events (National Night Out and one other one to be determined, with 200-plus in attendance)
- Sponsor and organize other community events yet to be determined (e.g., Peace Rally, Home Run Derby, Chess event, or others on your list)
- Participate with the Police Department and community partners in the proposed Group Violence Intervention initiative to diffuse tensions and prevent violence in the community.

**Annual Action Plan and Performance Targets:** CCC shall develop an annual work plan that includes clear and measurable performance targets. Achievement of performance targets shall be the measure of CCC's success. If there are changing conditions, funding availability issues, unforeseen expenses, or other circumstances beyond CCC'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:** CCC 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. CCC shall also report on any activity that CCC believes to be of interest to the City. The City will provide reasonable requests about their activity to CCC. CCC 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 Community Development 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. CCC's demonstrated need to provide confidentiality shall take priority over any specific request for information made by the City.