

**Memorandum
General Administration**



**ROCK ISLAND
ILLINOIS**

To: City Council
Subject: Quad Cities Chamber Business and Economic Growth Partnership Agreement
Date: June 23, 2021

For many years City staff and the staffs of surrounding municipalities and counties have worked with the economic development arm of the Quad Cities Chamber. Originally this was Quad Cities First but recently was absorbed directly into the Chamber. The Council approved that change last year and the transfer of the three-year contract from QC First to the Chamber. That contract is up for renewal and is on the agendas of participating municipalities and counties for approval this month. In addition to the services outlined in the agreement the City also receives a seat on the Chamber Board. The annual fee is based on population so those fees are likely to change with the latest census. Our year one fee using the 2010 census is \$54,625. We budget for this annually using gaming funds.

It is important for us to have a seat at the Chamber table because when the State of Illinois or site selectors inquire about potential locations for development they reach out to the Chamber rather than individual municipalities. The Chamber then coordinates with our economic team to put together the response to the inquiry. Developments and potential developments you may have recently heard about in the media started with an inquiry to the Chamber.

Recommendation: General Administration recommends that the City Council approve the Quad Cities Chamber for Business and Economic Growth Partnership Agreement and authorize the Mayor to sign the agreement subject to minor attorney modifications.

Submitted by: Randy Tweet, City Manager

Approved by: Randy Tweet, City Manager

**Quad Cities Chamber
Business & Economic Growth
Partnership Agreement**

July 2021 – June 2025

This Economic Development and Business Growth Partnership Agreement is entered into effective the 1st day of July 2021 by and between Quad Cities Chamber and the signators to this Agreement.

1. **Purpose:** The purpose of the Business & Economic Growth Partnership Agreement (the “Agreement”) is to outline the delivery and funding of core economic development and business growth services to be provided by the Quad Cities Chamber on behalf of the Quad Cities Region (defined by the marketing service area of Henry, Mercer and Rock Island Counties in Illinois; Clinton, Muscatine and Scott Counties in Iowa). Services provided by the Quad Cities Chamber, will supplement, support and be distinct from local economic development efforts by focusing on marketing, lead generation, prospect management and business growth support that will stimulate economic activity and investment across the bi-state region.
2. **Scope of Work:** Quad Cities Chamber shall complete the services outlined in the Scope of Work attached as Exhibit “A” and incorporated herein by the reference.
3. **Term of Agreement:** This Agreement shall commence July 1, 2021 and terminate June 30, 2025.
4. **Funding:** The parties agree to provide funding to the Quad Cities Chamber in accordance with Exhibit B, Financial Support for Regional Services.
5. **Termination / Amendment:** This Agreement may be terminated or amended prior to June 30, 2025 by mutual written consent of all parties to this Agreement and upon completion of the obligations of any contracted services made under this Agreement.
6. **Accountability:** Quad Cities Chamber shall share quarterly programmatic progress reports to each participating partner. A Code of Ethics representing the standards that each participant that the Quad Cities Chamber and local government partners will adhere to under this agreement is part of this agreement and is attached as Exhibit “D”.
7. **Cooperation:** The Quad Cities Chamber and cooperating local governments will adhere to and agree to the memorandum of understanding outlined in Exhibit “E”.
8. **Liaisons:** Individuals appointed or elected to the Quad Cities Chamber Board of Directors shall have the authority to represent and make decisions on performance of the Agreement.
9. **Severability:** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and any party may renegotiate the terms affected by the severance.
10. **Process of Adoption:** A binding Resolution in support of the Economic Development and Business Growth Services Agreement shall be adopted by each governing body party to the Agreement.

11. **Assignment**: No party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without Quad Cities Chamber obtaining the written permission of the Quad Cities Chamber Board of Directors.
12. **Dissolution**: Upon any dissolution, the process for payment of all liabilities shall follow those procedures outlined in the Quad Cities Chamber bylaws.
13. **Notices**: All notices, requests, demands, or other communications, provided for by this Agreement, shall be in writing and be either hand-delivered or mailed to the other party at the address noted below the signature.
14. **Waiver**: No action or forbearance on the part of either party shall constitute a waiver of any of the covenants or conditions set forth herein, unless given in writing, and no such waiver shall constitute a waiver of future strict compliance with the same or any covenants or conditions of this Agreement.
15. **No Third Party Rights**: Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third party or any person other than the parties hereto.
16. **Entire Agreement**: This instrument contains the entire Agreement of the parties and supersedes any and all previous agreements between the parties, either oral or written. This Agreement may only be amended by an agreement in writing signed by the party against whom enforcement of any waiver change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Business and Economic Growth Partnership Agreement effective as of the date first written above.

Signature Page Attached Hereto

**SIGNATURE PAGE TO QUAD CITIES CHAMBER
ECONOMIC DEVELOPMENT and BUSINESS GROWTH SERVICES
AGREEMENT**

The undersigned agree with the terms of the Agreement as written above:

Quad Cities Chamber of Commerce



By: _____
Paul Rumler, President & CEO

City of East Moline, Illinois

By: _____
Reggie Freeman, Mayor

City of Moline, Illinois

By: _____
Sangeetha Rayapati, Mayor

City of Rock Island, Illinois

By: _____
Mike Thoms, Mayor

Rock Island County, Illinois

By: _____
Richard Brunk, County Board Chairman

City of Bettendorf, Iowa

By: _____
Bob Gallagher, Mayor

City of Davenport, Iowa

By: _____
Mike Matson, Mayor

Scott County, Iowa

By: _____
Ken Beck, County Board Chairman

City of Silvis, Illinois

By: _____
Matt Carver, Mayor

City of Eldridge, Iowa

By: _____
Martin O'Boyle, Mayor

City of Muscatine, Iowa

By: _____
Diana L. Broderson, Mayor

City of DeWitt, Iowa

By: _____
Donald Thiltgen, Mayor

City of Milan, Illinois

By: _____
Duane Dawson, Mayor

City of Clinton, Iowa

By: _____
Scott Maddasion, Mayor

EXHIBIT A – SCOPE OF WORK

1. **Mission:** The purpose of Quad Cities Chamber is to promote the growth of the greater Quad Cities by showcasing the region as a premier business destination, serving as an expert resource for companies making location and expansion decisions and acting as a business advocate to align the region’s public and private sector resources for the benefit of residents in the six-county region.
2. **Staff:** Quad Cities Chamber of Commerce economic development and business growth professionals conduct the Services defined in this Agreement and serve as the lead contacts for business representatives hoping to locate in or to expand in the Quad Cities region.
3. **Geography:** The Quad Cities Chamber marketing service area includes a six county region: Henry, Mercer and Rock Island Counties in Illinois and Clinton, Muscatine, and Scott Counties in Iowa.
4. **Targeted Industries:** Quad Cities Chamber shall target specific primary industries that align with the regional economic assets: Advanced Metals & Materials; Agricultural Innovation; Corporate Operation & Support Services; Defense; and Logistics.
5. **Scope of Services/Work Plan:** The Quad Cities Chamber Board of Directors shall inform and approve an annual work plan and budget that outlines specific activities to achieve the objectives identified in this Agreement for services. The core economic development and business growth programs (“Services”) to be provided by the Quad Cities Chamber staff include Business Attraction, Business Retention and Expansion and Regional Marketing. See attached full Work Plan. At a high level, the Chamber staff, with oversight from the Quad Cities Chamber Board, will:
 - a. Execute a comprehensive sales and marketing plan to attract new business opportunities within targeted industries to the Quad Cities region.
 - b. Execute a comprehensive existing business retention and expansion plan that stimulates growth of existing companies in the Quad Cities region
 - c. Leverage Data Analytics and Research Capabilities to Shape Attraction and Business Growth Opportunities in the region.
 - d. Advise Market Segments on Available Financial Assistance

6. **Outcomes and Deliverables**

The Quad Cities Chamber annual work plan will be developed, reviewed, and approved by the Quad Cities Chamber board of directors on an ongoing basis to ensure continuing relevance of the economic development and business growth needs of the region. Quad Cities Chamber shall share quarterly programmatic progress to each participating partner.

Measurements of success will include:

Business & Economic Growth Leading Indicators & Outcomes

All numbers reported quarterly and annually and includes breakdown by industry.

PIPELINE

- Total new projects identified target 50/year
(Includes BA, BRE and BC)
- Total resource assists target >500 per year
(Includes technical assistance by Chamber, referrals to resource service partners, business development and financial assistance opportunities shared.)

Business Attraction

- leads generated via marketing/business intelligence reported as actual #
- out of market outreach target 100/year
(Includes site selectors, company site location decision makers and company headquarter visits)

Business Retention and Expansion (includes primary and non-primary industries)

- existing company conversations target 500/year
(Includes Business Connection program calls, manufacturing support, and non-primary industry calls - virtual, in person, business survey)

Business Creation

- new business visits/conversations/inquiries reported as actual #

TOTAL ACTIVE PROJECTS reported as actual

SUCCESSFUL PROJECTS reported as actual #s

- Businesses locating in the region
 - By industry
- Businesses retained and/or expanded
 - By industry
- Capital Investment Announced
- Direct Jobs Announced (new and retained)
- New Direct Payroll
- Average Salary
- Economic Impact Calculated

EXHIBIT B – FINANCIAL SUPPORT FOR REGIONAL SERVICES

1. Funding Plan: Public sector investments are based on a population ratio and per capita structure developed and agreed upon by city and county officials. Public sector payments for services are to be made to Quad Cities Chamber on an annual schedule. The estimated amount of public funding for the four year agreement will be based on an annual per capita formula, which reflects a 2% adjustment every year based on inflation. Exurban counties investment is \$10,000, with a 2% adjustment every year based on inflation. Scott and Rock Island counties investment is calculated per capita of total county population minus city population actively funding the agreement. If a city declines investment but their local economic development organization or Chamber invests instead, they can be exchanged in the agreement if they contribute the required amount. For communities new to the partnership or where an increase is scheduled based on population changes, arrangements can be made to step in with 50% of the total increase due by the end of the first year, and the total amount due by the end of the second year. Per capita is determined by the US Census and Community Survey Population estimates, whichever is most recent.

Year One = \$1.40 per capita; \$0.25 exurban per capita
Year Two = \$1.43 per capita; \$0.28 exurban per capita
Year Three = \$1.46 per capita; \$0.31 exurban per capita
Year Four = \$1.49 per capita; \$0.34 exurban per capita

- 2. Financial Accounting and Administration:** All monies dispersed to Quad Cities Chamber will be deposited into an account under the Quad Cities Chamber name. All costs associated with regional economic development and business growth functions in the work plan and budget shall be supported by documentation showing the details of the nature and priority of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by any participating entity's Chief Financial officer or authorized representative. All records shall be maintained in accordance with procedures and requirements established by the Quad Cities Chamber Board. One public sector board member will serve on the audit committee. All members of the Chamber board will receive a copy of the annual audit.
- 3. Payment Terms:** As outlined in the Quad Cities Chamber Bylaws, a public sector partner may serve on the Board of Directors of Quad Cities Chamber if the city or county continues to financially support regional economic development and business growth initiatives through Quad Cities Chamber.

EXHIBIT C – ECONOMIC DEVELOPMENT PARTNERS

1. **Description of Roles and Responsibilities:** This Agreement is designed to help better define roles and responsibilities, facilitate coordination of services among stakeholders and providers, and avoid duplication of efforts. The following list identifies primary responsibilities and secondary supportive roles for various functions in the regional economic development process.

ECONOMIC DEVELOPMENT FUNCTION	PRIMARY RESPONSIBILITY	SECONDARY SUPPORTIVE ROLE
BUSINESS ATTRACTION		
Business Attraction Lead Generation	Quad Cities Chamber	States, Site Consultants, Companies, Economic Development Partners
Regional Marketing	Quad Cities Chamber	Bi-State
Strategic Travel Planning/Sales Trips/Trade Shows	Quad Cities Chamber	Economic Development Directors Input on Plan
Coordinate RFP Response	Quad Cities Chamber	Community/Local Economic Development Organizations
Coordinate Site Visit	Quad Cities Chamber	Community/Local Economic Development Organizations
Project Management	Quad Cities Chamber	Community/Local Economic Development Organizations
Technical Assistance/Coordination of resources and referral	Quad Cities Chamber	Community/EDPs/LEDOs
Incentive Packaging/Deal Structuring	Community/Funding Entity/Quad Cities Chamber	Quad Cities Chamber
Deal Closure	Community/Funding Entity	QCC Communication Communication Support
BUSINESS EXPANSION AND RETENTION		
BRE Lead Generation	Quad Cities Chamber	EDPs, Site Consultants, Companies
Existing BRE Targeted Industry Outreach	Quad Cities Chamber	Community/EDP
Existing BRE Non-Primary Industry Outreach	Quad Cities Chamber/Community/LEDO	Brokers

Rock Island Arsenal	Quad Cities Chamber/RIADA	
Project Management	Quad Cities Chamber lead generation, facilitation, coordination	Local Community
Technical Assistance/Coordination of Resources and Referral	Quad Cities Chamber	Community/EDPs/LEDO
Incentive Packaging/Deal Structuring	Community/Funding Entity/Quad Cities Chamber	Quad Cities Chamber
Deal Closure	Community/Funding Entity	Quad Cities Chamber Communications Support
PRODUCT/ASSET DEVELOPMENT		
Community Development	Community/Local Economic Development Organizations	Quad Cities Chamber (regional assets)
Downtown Development	Community/Local Economic Development Organizations	Contractual relationship with Chamber
Site/Building Development	Brokers/Developers/Local Economic Development Organizations/Community	Quad Cities Chamber (facilitation; needs identification)
LOIS, Data Sets	Quad Cities Chamber	Broker Community/Economic Development Partners
Product/Asset Promotion	Quad Cities Chamber/Local Economic Development Organizations/Community	Economic Development Partners, Brokers
Infrastructure/Utility Development	Utilities/Community	Regional Infrastructure Groups/Local Economic Development Organizations/Quad Cities Chamber (regional facilitation)
Manage Inventory/Asset	Local Economic Development organizations/Community	Broker; EDPs
BUSINESS CREATION/INNOVATION		
Identification and Recruitment of Startup/Entrepreneurs	SCORE/SBDCs/Quad Cities Chamber	Higher Education

Access to BIG Databases and market research	Quad Cities Chamber	Bi-State
Resource Assists and Technical Support for Business Development and Growth	Quad Cities Chamber SBDCs/CIRAS/IMEC	Higher Education
Financial Assistance Options for business growth	Quad Cities Chamber SBDCs/SCORE	Economic Development Partners/Private Sector
Tech/Innovation Programs	Higher Education CIRAS/IMEC	Sector Boards
WORKFORCE DEVELOPMENT		
Workforce development/skill training	Community Colleges	Workforce Development Boards/Higher Education/K-12
Manage Laborshed/Graduate Studies	Quad Cities Chamber	Bi-State Regional Commission
Workforce recruitment	Private Sector EICC/BHC/Chamber	Higher Education
Talent attraction	Quad Cities Chamber/Visit Quad Cities (VQC)	Private Sector/Higher Education
Pre-Employment Training	EICC/BHC	Workforce Development Center/Colleges
Quality of Life Amenities	VQC/Downtown Organizations	Community/Local Economic Development Organizations/Q2030
DATA SYSTEMS ANALYSIS/PUBLIC SECTOR SOURCES		
Regional Comprehensive Economic Development Strategy (CEDs)	Bi-State Regional Commission	Input from Economic Development Partners
ED Technical Assistance to local Governments	Bi-State Regional Commission	Federal and State agencies
Demographic, transportation, and planning data analysis	Bi-State Regional Commission	Federal and State agencies
Analysis federal sources	Bi-State Regional Commission	Federal and state agencies
PROJECT AFTERCARE		

Technical Assistance to Company with Community Operations	One Point of Contact within local community	Quad Cities Chamber
Celebrations: Ribbon Cuttings, Ground Breakings, coordinated communications	Quad Cities Chamber/Chamber communications (Facilitator of Protocol)	Local community/Local Economic Development Organizations/all partners in the project
Ongoing BRE visits	Quad Cities Chamber	Local community/Economic Development Partners
Business Check-In's	Quad Cities Chamber	Local Economic Development Organizations/Community

EXHIBIT D -- Partner Code of Ethics

INTRODUCTION

Quad Cities Chamber is committed to the economic development and growth of the Quad Cities region. Quad Cities Chamber brings together the interests of a broad range of public, private, and public/private groups to promote the Quad Cities region as a single economic entity. The collaboration of such a variety of groups and interests requires that certain standards of conduct must be developed and adhered to for the Quad Cities Chamber to meet its goals. This Code of Ethics represents the standards that each participant in the Quad Cities Chamber regional economic development efforts supports and practices in its daily conduct of business.

PREAMBLE

We, the Quad Cities regional economic development partners of Quad Cities Chamber, set forth the following principles of behavior and standards of conduct to guide efforts in promoting the long-term economic health of the Quad Cities region. We realize that no Code of Ethics is of value without an inherent level of trust in the integrity of one another and a commitment from each of us to conduct ourselves at the highest levels of professional conduct. The Quad Cities Chamber was founded on the respect and trust of its members. In that spirit, we set forth this Code of Ethics.

We are committed to the promotion of the Quad Cities region as a desirable business location for new and expanding companies. When representing Quad Cities Chamber, we shall endeavor to sell "Quad Cities Region" and our individual communities and projects second.

We shall honor the confidentiality requested by both our fellow partners of Quad Cities Chamber and our prospects. Information shared with our fellow partners in confidence shall remain in confidence. Transactions are to be driven by the client. In the event a company chooses to relocate from one community to another, every effort will be made to contact the affected community to let them know of the potential move as outlined in the Regional Economic Development Cooperation resolution, adopted annually through the regional Comprehensive Economic Development Strategy process. Violation of this commitment shall be viewed as the single most serious breach of our commitment and partnership in the Quad Cities Chamber Agreement.

We are committed to sharing among our partnership as much information as is necessary and prudent on any activity undertaken by or in the name of Quad Cities Chamber. Our guiding principle shall be that "more information is better than less."

At no time shall any economic development organization partner of Quad Cities Chamber advertise or promote its respective area to companies within another member's geographic area in a manner that is derogatory or insulting to the other geographic area. "Selling against" another partner of Quad Cities Chamber or direct solicitation of intrastate relocations, is strongly discouraged.

We are committed to locating prospects in the Quad Cities region. In the event that our local jurisdictions cannot meet the needs of a particular prospect we shall communicate with our fellow partners in an effort to meet the company's needs elsewhere in the Quad Cities region.

Economic development organizations shall hold all responses to confidential requests for information pertaining to site and building information provided to the Quad Cities Chamber by member real estate brokerage firms in the strictest confidence. Said information shall not be printed, copied, and shown in any manner to any entity other than prospects or their direct representatives without prior permission.

We are committed to the concept of competition for locations and expansions among our Individual communities and projects provided that the prospect has asked for specific proposals or has settled on a Quad Cities regional location. At no time shall any partner of the Quad Cities Chamber solicit a fellow member's prospects.

We are committed to working together with the real estate community and are in no way in direct competition with them. Economic developers are a resource and facilitator in the site selection process.

CONFIDENTIALITY OF PROSPECTS

Partners of Quad Cities Chamber shall honor the confidentiality of individual prospects. Whenever possible, specific information on transactions shall be shared within the realm of Quad Cities Chamber and partner state organizations. In those instances where prospects are dealing with individual communities, information will only be shared by Quad Cities Chamber staff and the local Economic Development representatives involved.

In instances, where a prospect wishes to remain completely confidential with an individual community, the remaining partners of Quad Cities Chamber shall honor that confidentiality and shall in no way attempt to intervene in the relationship. The prospect will remain confidential until the prospect chooses to announce.

MARKETING

Any member of Quad Cities Chamber that develops a prospect generated from national advertising and trade shows sponsored by Quad Cities Chamber shall utilize the "Prospect Tracking System" of Quad Cities Chamber in all contacts with the respective prospect.

Partners are strongly discouraged from advertising in local media outside of their own market area.

Exhibit E -- Regional Economic Development Cooperation Resolution

The partners agree to practice the principles of the Regional Economic Development Cooperation Memorandum of Understanding:

WHEREAS, the Quad City economy functions as a single unit with many common interests and resources, where growth and development anywhere within the Quad Cities region enhances the overall vitality for all people and localities; and

WHEREAS, the best way to promote economic development is for local governments and private/nonprofit economic development entities to join forces, working and communicating together to attract new business and retain and expand existing business; and

WHEREAS, businesses seek to maximize their private economic gains and local governments seek to maximize jobs and tax base within their communities, creating competition among governments to offer various financial and other incentives to business to entice the development within their community; and

WHEREAS, local government may provide expansion resources and assistance to businesses, however, there is no net gain to the total Quad Cities region economy if limited resources are committed to assisting businesses to move within the area with no increase in jobs; and

WHEREAS, private and nonprofit entities are similarly involved in economic development projects and should also follow the policy set forth herein.

NOW, THEREFORE, BE IT RESOLVED, by the participant local governments to the agreement that:

- Section 1. All elected officials and staff of signatory local governments or private/nonprofit economic development organizations in the Quad Cities region will work together to promote and facilitate economic development.
- Section 2. Local governments and private/nonprofit economic development organizations, within the Quad Cities region, will not initiate contact with existing local businesses in an effort to entice these businesses to leave one local government for another local government within the region.
- Section 3. When a local government or private/nonprofit economic development organizations is contacted by a business that currently has facilities elsewhere in the Quad Cities region and the business intends to vacate or downsize its current facilities as part of a move within the Quad Cities region, the contacted local government is obligated to inform the government that currently houses the business of the proposed relocation. This contact may be made directly between the two governments. Alternatively, the involved business may make the contact and provide a letter documenting their conversation with the local government in which they are currently located.
- Section 4. If a business decides to relocate from one local government to another, within the Quad Cities region, only previously existing incentives may be offered by the receiving local government. No new incentives may be developed for the purpose of facilitating the relocation of a business from one local government to another in the Quad Cities

region.

Section 5. The provisions of this resolution cannot be superseded by agreements for confidentiality or other contracts between a local government or nonprofit economic development organizations and a business. Local business will be made aware of this resolution immediately upon contacting a local government about relocating within the region.