

## Memorandum

### Community and Economic Development Department

**To:** Rock Island City Council  
**Subject:** Downtown Services Agreement  
**Date:** February 9, 2023



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In order for the downtown to be revitalized, a place management organization is needed. Organizations like these are active in all of the other major downtowns in the Quad Cities including Davenport, Bettendorf, Moline, and East Moline. They provide a wide range of place management services which make downtowns more livable and contribute to the overall desirability of communities. The attached agreement with the Quad Cities Chamber of Commerce will establish a partnership through which a downtown organization will be created for the benefit of Rock Island.

The agreement lays out that the downtown organization will be created as a subsidiary of the Quad Cities Community Partnership (QCCP) which is itself an affiliate of the Chamber. The QCCP is essentially a holding organization for the Chamber's downtown entities. The new entity will be called the Rock Island Downtown Alliance (RIDA) and have a thirteen-person board, one of whom will be the City Manager. The other twelve will be a mix of downtown residents, business owners, property owners, and a non-profit representative. The board will provide policy guidance to the downtown director who will in turn run day-to-day operations. The body will also have a set of standing committees made up of still other stakeholders.

Given that a majority of RIDA's funding will come from the City generated by the downtown special service area (SSA) revenues, the organization will be required to present an annual work plan and corresponding budget to the City Council for approval. While RIDA will be an independent entity, the City will remain in control of the funds it contributed every year to RIDA. In this way, and through the continued involvement of the City Manager on the board, there can be mutual fiscal accountability. Furthermore, regular reports to and check-in meetings with the City are also required.

Staff are confident that this framework will result in stable, successful partnership not just between the City and the Chamber, but also with the many downtown stakeholders who want to see a more livable, more vibrant community.

#### **Recommendation:**

The Community & Economic Development Department recommends that the City Council approve the downtown place management service agreement with the Quad Cities Chamber of Commerce.

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

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

**DOWNTOWN PLACE MANAGEMENT SERVICES AGREEMENT**  
**between THE CITY OF ROCK ISLAND, ILLINOIS and**  
**ROCK ISLAND DOWNTOWN ALLIANCE, an affiliate of the QUAD CITIES CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_ by and between the City of Rock Island, Illinois (“the City”) and Rock Island Downtown Alliance (RIDA), a subsidiary of the Quad Cities Community Partnership, LLC, and the Quad Cities Chamber of Commerce, Inc. (“Chamber” for the management of the City’s Downtown Special Service Area); and

WHEREAS, downtown residents, business owners, and property owners are interested in cooperating with the Chamber, through RIDA and the City in the development of downtown Rock Island; and

WHEREAS, the City is authorized pursuant to Article VII, § 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, ILCS Ch. 35, Act 200, § 27-5 et seq. (“Act”) to establish special service areas for the provision of special governmental services and to levy or impose a special tax as well as to issue bonds for the provision of such special services; and

WHEREAS, the City approved the establishment of a downtown special service area (“SSA”) on \_\_\_\_\_, attached as Exhibit A to the Agreement, to provide funding for services that may include, but are not limited to the installation and maintenance of street furniture, signage, flowers beds and planters, garbage removal, snow removal, window washing, decorative lighting, holiday decorations, event decorations, event planning, marketing and branding services, business attraction, business assistance, and any other activities generally consistent with place management aimed at improvement of the downtown area; and

WHEREAS, the City may hire a third party to provide downtown place management services as described in the ordinance establishing the downtown SSA; and

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

**I. TERMS AND CONDITIONS**

- a. The Chamber shall establish a downtown place management organization with the name Rock Island Downtown Alliance and said organization shall have a board of directors (“the Board”). The board shall operate as described in Exhibit B to this Agreement.
- b. RIDA shall be responsible for providing all staff including a RIDA Director (“Director”) for the purpose of providing a scope of services. The Director shall report to RIDA and seek input from the City Manager.
- c. The scope of services provided by RIDA shall include the following:
  - i. Enhanced maintenance, cleaning, and upkeep of public spaces;
  - ii. Development, marketing, promotion, and management of activities and events;
  - iii. Capital, physical, or other improvements designed to enhance the appearance and functionality of public spaces;
  - iv. Research and planning services benefiting the downtown;

- v. Activities and operations benefiting the downtown under any agreements with the City or other public or quasi-public entities;
  - vi. Recommendations regarding any and all improvements to the downtown; and
  - vii. Other activities intended to benefit or further the purposes or interests of the downtown in keeping with the purposes of the SSA.
- d. No later than April 11, 2023, the Mayor and City Council shall have approved an initial Board as described in Exhibit B.
  - e. No later than June 30, 2023, RIDA shall submit to the City Manager a work plan, with performance metrics, and corresponding budget for the remainder of 2023. The City Council shall approve the work plan and the budget. In the remaining years of the Agreement, annual work plan(s) and budget for the next calendar year shall be submitted for City Council approval no later than November 30 of the year preceding the proposed work plan(s) and budget(s).
  - f. The City shall pay the RIDA the amount of the City's contribution if any, and those funds estimated to be generated by the SSA in quarterly payments. Except in the initial year, no payment to RIDA shall be made unless the City Council approves the aforesaid annual budgets. In the initial year, payment of funds estimated to be generated by the SSA shall commence upon execution of the Agreement. The City shall reimburse RIDA for any preapproved costs incurred in performance of this Agreement. In addition, the City shall compensate RIDA \$70,000 for the 2023 year for costs associated with RIDA's services under this Agreement, which are in addition to the SSA funds. Expenses include, but are not limited to executive and administrative support, marketing support, information technology resources and equipment; human relations and payroll management, financial management support, salary and requisite insurance. As set forth above the parties will meet annually to discuss the budget for the upcoming year and will agree upon such overhead expense in the annual budget.
  - g. The City has also requested RIDA provide grant management services for the State of Illinois (Tourism and Attraction and Festivals Grant and Rebuild Illinois Downtown and Main Street's capital program). The City shall pay RIDA a fee equal to .0095 of the Grant awards for such services, with the fee being paid in equal installments over three years.
  - h. In the event the City requests additional services, the parties will agree upon the compensation for those additional services and associated overhead costs prior to such services being provided.
  - i. Payment of any city contribution shall not commence until approval of the work plan and budget referenced above.
  - j. The Director shall meet monthly with the City Manager and any other staff deemed appropriate to discuss any and all actions, programs, and projects contemplated and undertaken that will have a direct effect on the downtown area.
  - k. The Director shall provide quarterly written reports to the City Manager no later than March 31, June 30, September 30, and December 31 respectively.
  - l. The Director shall give an in-person presentation and written report to the City Council at their first meeting in December of each year summarizing that year's activities and accomplishments. The Director shall also provide an annual financial report that summarizes the uses of all funds provided under this Agreement.
  - m. The Chamber shall collaborate and coordinate with other organizations whose responsibilities are described in Exhibit C to this Agreement.
  - n. RIDA shall comply with all applicable laws, ordinances, and codes in performing any of the work under this Agreement.

- o. All documents, data, reports, papers, and records prepared pursuant to this Agreement for which the City has made direct financial contributions shall be and remain the property of the City and shall be available upon request of the City Manager. RIDA may keep copies of such records.
  - p. This Agreement shall terminate at the end of the day on December 31, 2025. The Agreement shall be eligible for two (2) one-year extensions thereafter. The two parties agree to enter into good faith negotiations regarding extension or renewal prior to July 1 of the year when the Agreement is set to terminate.
  - q. The Agreement may be terminated by either party at any time with at least one-hundred-eighty (180) days written notice. Should the SSA cease to exist, the Agreement shall automatically terminate at the end of that same calendar year.
  - r. Upon termination of the Agreement, no matter the cause, all finished and unfinished work, documents, data, and reports prepared by the RIDA under this Agreement, and for which the City shall have made a direct contribution, shall become the property of the City. Any eligible costs incurred at the time of termination will be reimbursed to the RIDA unless specifically prohibited by amendments to this Agreement. RIDA shall be responsible for those costs incurred as a result of ineligible program activities undertaken. Notwithstanding the above, RIDA shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by RIDA, nor shall the City be relieved of liability to RIDA or the Chamber in similar circumstances.
- II. GRIEVANCE PROCEDURE. Any complaint or grievance regarding any aspect of this Agreement shall follow the procedure outlined below:
- a. A complaint or grievance must be filed with the City Manager within 72 hours of the event or occurrence which precipitated the complaint/grievance or the grievance shall be deemed waived.
  - b. Upon receipt of a written complaint/grievance, the City Manager shall review the case and render a decision within seven calendar days of the date the appeal is received. The decision of the City Manager may be appealed by submitting a notice of appeal to the City Council within seven calendar days of the date of the City Manager's decision.
  - c. Upon receipt of an appeal, the City Council shall render a decision within fourteen calendar days after the appeal is filed unless there is no City Council meeting scheduled to take place within a fourteen-day period immediately following the date the appeal is filed. If there is no regularly scheduled council meeting within fourteen days of the date the City Manager's decision is appealed, the appeal shall be heard at the next regularly scheduled meeting of the City Council and the City Council shall render a decision within 7 days of hearing the appeal of the City Manager's decision.
- III. DISCRIMINATION PROHIBITED. RIDA will comply with applicable City, State, and Federal rules and regulations pertaining to Equal Employment Opportunity, including those of the State of Illinois Fair Employment Practices Commission. RIDA further agrees that it will 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 RIDA receives financial assistance and will 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

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

IV. POLITICAL ACTIVITY. RIDA 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. RIDA 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. RIDA 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. Except as set forth herein, No member, officer, or employee of RIDA, or its designees or agents, or other person who exercises any functions or responsibilities with respect to the program during his/her 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, unless the agreement is approved by the Board after notification of the potential conflict of interest.

VI. 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.

VII. INDEMNIFICATION. RIDA 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 RIDA'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 reimburse the City for any attorney fees, court costs and any other litigation costs.

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 RIDA and  
the Chamber: 331 West 3<sup>rd</sup> Street, Suite 100  
Davenport, IA 52801  
c/o LaDrina Wilson, CEO

To City: 1528 3rd Avenue  
Rock Island, IL 61201  
Attn: City Manager

- 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.

THE CITY OF ROCK ISLAND, ILLINOIS

By:

\_\_\_\_\_  
Todd Thompson, City Manager

ATTEST:

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

CONTRACTOR

Rock Island Downtown Alliance, a subsidiary of the  
Quad Cities Chamber of Commerce.

By:

\_\_\_\_\_

The Undersigned hereby acknowledges and certifies that the Quad Cities Chamber is not in default of any federal, state, or local grant or funding program, and

The Undersigned hereby acknowledges and certifies that the Quad Cities Chamber of Commerce is not under investigation by any federal, state or local law enforcement agency.

Quad Cities Chamber of Commerce, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

Board Chair

**ORDINANCE NO. 56-2022****A SPECIAL ORDINANCE ESTABLISHING A DOWNTOWN SPECIAL SERVICES AREA IN  
THE CITY OF ROCK ISLAND, ILLINOIS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCK ISLAND, ILLINOIS:

**Section One:** The City of Rock Island ("City") is authorized pursuant to Article VII, § 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, ILCS Ch. 35, Act 200, § 27-5 et seq. ("Act") to establish special service areas for the provision of special governmental services and to levy or impose a special tax as well as to issue bonds for the provision of such special services. This ordinance upon passage and adoption formally establishes a special service area as provided in the Act.

**Section Two:** The Rock Island City Council finds and determines as follows.

- A. Property owners, business owners, and residents within the special service area have expressed an interest in the performance of various special services in the area where their properties, businesses, and residences are located.
- B. Attached and incorporated herein as required by the Act are three exhibits: Exhibit A which described the boundary of the service area, Exhibit B which lists all of the parcels contained within the proposed service area, and Exhibit C which is a map of the proposed service area.
- C. The special services would be unique and are in addition to the general municipal services provided to the City as a whole.
- D. It was in the public interest that the City Council carefully considered the creation of the requested special service area and passed an initiating ordinance on August 22, 2022 as described in the Act.
- E. The City has issued public notices, allowed for public comment, and held public hearings on the proposed special service area. Having done so, the Council is now able to consider this establishing ordinance as described by the Act.

**Section Three:** The services to be provided may include but are not be limited to the installation and maintenance of street furniture, signage, flowers beds and planters, garbage removal, snow removal, window washing, decorative lighting, holiday decorations, event decorations, event planning, marketing and branding services, business attraction, business assistance, and any other activities generally consistent with place management aimed at improvement of the downtown area.

**Section Four:** The services shall be provided through the levy of a direct annual tax upon all taxable property within the Special Services Area. The tax shall be levied at a rate not exceeding 1.15% of equalized assessed value.



**Section Five:** The City may provide the services herein described directly or enter into a services contract with a service provider agency per the Act. In the latter case, payment shall be made by the City to the provider using funds from the special service area tax levy.

**Section Six:** The special service area shall be in effect for a period of five (5) years. At the end of that five-year period, the City shall consider whether or not to approve a continuation of the service area and the associated tax levy per the Act.

**Section Seven:** All ordinances and parts of ordinances in conflict herewith are hereby repealed insofar as they do so conflict.

**Section Eight:** This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

  
MAYOR OF THE CITY OF ROCK ISLAND

PASSED: December 12, 2022

AYES: Alderpersons Hurt

Swanson

Parker

APPROVED: December 13, 2022

Poulos

Healy

ATTEST:

  
CITY CLERK

Robinson

NAYS: Gilbert

ABSENT: None



**ROCK ISLAND DOWNTOWN ALLIANCE GOVERNANCE AND BOARD BYLAWS**  
**A subsidiary of the QUAD CITIES COMMUNITY PARTNERSHIP, LLC**

- I. **AUTHORITY.** The Rock Island Downtown Alliance (“RIDA”) is governed by these bylaws, together with its Separate Series Agreement with Quad Cities Community Partnership, LLC (“QCCP”), an affiliate of the Quad Cities Chamber of Commerce, Inc. (the “Chamber”), and applicable regulations and procedures.
- II. **RESPONSIBILITIES AND GENERAL POWERS**
- a. RIDA shall be empowered to carry on such activities as delegated by the QCCP and in accordance with the agreement between RIDA and the City of Rock Island, Illinois (“City”).
  - b. RIDA is responsible for those delegated matters, which may include property acquisition and sales, property rehabilitation, property demolition, property beautification and maintenance, business assistance programs, streetscape improvements, residential development, downtown events coordination and management, coop advertising, and downtown promotional materials and publications.
  - c. RIDA shall be governed by a Board as described below.
  - d. RIDA may adopt additional rules and regulations for its own governance subject to the approval thereof by its own Board, and the QCCP. RIDA shall provide City one hundred-eighty (180) days prior written notice before making substantive changes to these Bylaws.
  - e. RIDA shall have the authority to expend City funds not to exceed the total budget annually approved by the QCCP and the Rock Island City Council.
  - f. For the purposes of these bylaws, the “downtown” shall be considered coterminous with the boundary of the Downtown Rock Island Special Services Area (“SSA”).
- III. **COMPOSITION OF THE BOARD -** RIDA shall have a Board of Directors composed of thirteen (13) voting members.
- a. Ex-Officio member. The City Manager shall be ex-officio, voting member of the Board
  - b. Elected members. The twelve (12) non-permanent voting Board members shall include the following:
    - i. Two (2) downtown residents.
    - ii. Three (3) downtown business owners (may also be property owners).
    - iii. Six (6) downtown property owners.
    - iv. One (1) downtown non-profit owner, director, or leader.

The twelve (12) non-permanent voting Board members shall be divided into three appointment groups of four (4) persons each. The initial appointment groups shall have terms of one, two, and three years respectively when the Board is first established. Upon expiration of their respective initial terms, all members may be re-appointed for three (3) year terms. Members may serve two (2) consecutive terms (including the initial Board appointment term) before being required to take at least one (1) year off of the Board. They may thereafter serve again.
  - c. During the interval between appointments, any vacancy occurring on the Board shall be filled by a majority vote of the Board following a recommendation by the Board Chair. Each member chosen to fill a vacancy shall hold office for the remainder of the unexpired term being occupied.

- d. A member may be removed from office, with or without cause, by a two-thirds (2/3<sup>rds</sup>) majority vote of the Board. Any Board member who does not attend at least two-thirds (2/3<sup>rds</sup>) of the Board meetings in any twelve (12) month period (or, if they not in office for the entire period, such portion of the period that the member was in office) shall be automatically deemed to have resigned from the Board unless waived by the affirmative two-thirds (2/3<sup>rds</sup>) majority vote of the Board.

#### IV. APPOINTMENT OF BOARD MEMBERS

- a. The QCCP shall submit a slate of candidates to be appointed to the initial Board to the Mayor for consideration. Thereafter, the Board, following the nomination process set forth herein, shall appoint members in June of each year or as soon thereafter as reasonably possible. New officers and members shall take office the month following the appointment. Retiring officers and members shall continue to serve until their successors are duly appointed.
- b. A Governance Committee, described below, shall present a single slate of nominations of new members to the Board for appointment each year.

#### V. OFFICERS

- a. The Board shall elect from among its members a Chair and a Vice Chair, except that the City Manager shall not be elected to these positions. The RIDA Director, who shall not be a member of the Board, shall serve as a Secretary to the Board. Should the position of RIDA Director be vacant, the Board shall elect from among its members a temporary Secretary.
- b. The Officers shall hold office for one (1) year terms and are not term-limited.
- c. An officer may be removed from office at any time by a majority vote of the Board.

#### VI. MEETINGS AND MANNER OF ACTION

- a. Regular meetings of the Board shall be held no less frequently than on a quarterly basis but may be called as frequently as the Board deems necessary. The Boards agrees to announce the date, time, and location of all meetings publicly through the release of a meeting agenda at least forty-eight (48) hours prior to the meeting. In coordination with the City, agendas will be posted on the City website. Special meetings may be called at any time in the same manner.
- b. The Board will invite the public to the meetings except for when an executive session is called.
- c. The Board shall conduct meetings in accordance with the most recent edition of Robert's Rules of Order.
- d. A quorum of the Board shall consist of a majority of the voting members.
- e. A majority vote of the Board members present at a duly convened meeting shall constitute action by the Board unless the specific action requires a higher voting threshold as prescribed herein.
- f. Decisions of the Board shall only be made by vote at in-person meetings. Proxy voting shall not be allowed. The Chair shall not vote, except in a situation where the Chair's vote will cause or break a tie vote.
- g. RIDA will hold an annual meeting for stakeholders to report on its accomplishments and budget.

VII. STANDING COMMITTEES. All standing committees of the Board shall adhere to the same meeting procedures as the Board itself. Each Standing Committee shall have a Chair and Vice Chair, with the RIDA Director, who shall not be a member of any standing committees, serving as Secretary. With the exception of the Governance Committee, members shall be solicited and recommended by the Board Chair and then approved by the Board on an annual basis. There shall be no term limits for people serving on standing committees.

- a. *Governance Committee.* The board shall have a Governance Committee composed of the Board Chair and the Vice Chair. The Governance Committee shall be responsible for soliciting people to apply for appointment to the Board. Such persons shall be vetted by the Committee and the Committee shall make recommendations to the Board for appointment when vacancies arise.
- b. *Finance Committee.* The Board shall have a Finance Committee composed of up to five (5) downtown stakeholders, at least two of whom are not Board members with relevant backgrounds in business, finance, banking, or accounting. They shall have the responsibility to advise on a wide range of financial matters affecting RIDA including the annual RIDA budget.
- c. *Events and Promotions Committee.* The Board shall have an Events and Promotions Committee composed of up to five (5) downtown stakeholders, at least two of whom are not Board members with relevant backgrounds in the arts, entertainment, festivals, or nightlife. They shall have the responsibility to advise on a wide range of event planning matters affecting RIDA including any annual or special events held in downtown.
- d. *Livability Committee.* The Board shall have a Livability Committee composed of up to five (5) downtown stakeholders, at least two of whom are not Board members with relevant backgrounds in housing, property management, community services, or human wellness. They shall have the responsibility to advise on a wide range of quality of life matters affecting RIDA including the living conditions for residents downtown.

#### VIII. SUBCOMMITTEES

- a. The Board may establish one or more subcommittees to carry out an approved program or project objective. The Chair shall appoint the Subcommittee members and a Chair of the Subcommittee.
- b. Said Subcommittees shall serve at the will of the Board and shall have only those powers and duties as delegated by the Board.
- c. The Chair shall discharge a subcommittee when the work has been completed, or as determined by a majority vote of the Board.
- d. All Subcommittees must receive approval for any expenditure of funds from the Board.

#### IX. OTHER AUTHORITIES OF THE BOARD

- a. The QCCP/Chamber shall have the authority to hire the RIDA Director subject to the approval of the Board. The Board shall approve the hire through a majority vote. Thereafter, the Board Chair and City Manager shall be included in any and all performance evaluations of the Director.
- b. The RIDA Director shall develop a budget for the City funds with the input of the Finance Committee and present it to the Board for approval. Having approved the portion of the budget for City funds shall be presented to the QCCP and the Rock Island City Council for their final approval.

X. DISSOLUTION. The QCCP may dissolve RIDA at its sole discretion.

XI. INDEMNIFICATION. Unless otherwise provided by the Code of Illinois, RIDA Board members and officers of RIDA shall not be liable for RIDA debts and obligations and members, officers and any volunteers shall not be personally liable for any claims based upon an act or omission of such person performed in the discharge of their lawful duties. RIDA shall indemnify and defend such members, officers and volunteers for any claims asserted against them, including reasonable attorneys' fees and expenses incurred, in their capacity as such so long as said persons were acting in good faith and in reasonable discharge of their lawful duties.

Adopted the \_\_\_\_ day of \_\_\_\_\_, 2023

## 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
<b>BUSINESS ATTRACTION</b>		
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
<b>BUSINESS EXPANSION AND RETENTION</b>		
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
<b>PRODUCT/ASSET DEVELOPMENT</b>		
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
<b>BUSINESS CREATION/INNOVATION</b>		
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
<b>WORKFORCE DEVELOPMENT</b>		
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
<b>DATA SYSTEMS ANALYSIS/PUBLIC SECTOR SOURCES</b>		
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
<b>PROJECT AFTERCARE</b>		



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