

**QUAD CITIES FIRST
ECONOMIC DEVELOPMENT SERVICES AGREEMENT
BACKGROUND**

The Quad Cities First Board of Directors began formal discussions on the potential of combining all three economic development functions under Quad Cities First board oversight in late 2016. When Quad Cities First was created, it was designed to oversee only the regional business attraction and marketing services provided by the Chamber on behalf of the Quad Cities region while business retention, expansion and creation/innovation activities provided by Chamber staff were overseen by the Chamber Board. Today, we know that successful economic development takes a more comprehensive approach that includes business attraction with business expansion/retention activities.

The first step in discussing oversight of all parts of economic development was for the Quad Cities First Board to review work plans of the three work areas to get a better understanding of their budgets and the work performed by Chamber staff.

After the review of the budgets and activities, the Quad Cities First board felt it made sense to combine the three functions under one economic development budget and work plan. But, before moving forward with a formal recommendation to bring all three functions under Quad Cities First, there was a desire to identify a long term public funding strategy. Currently, there are not clear formulas related to funding for different geographies such as urban core cities vs. outlining areas nor are there clear distinctions between different levels of services. The Board and Chamber staff agreed a funding plan would provide a consistent formula for financial investment and a long term funding mechanism would provide stability for the public/private partnership.

Thus, we are now poised to develop an economic development services agreement that outlines the core economic development services that will be provided by the Chamber and the funding plan to support those services.

The draft Economic Development Services Agreement consists of three components:

- Scope of services that will be provided by Quad Cities Chamber staff;
- A funding plan that outlines the terms for services and payment;
- The roles and responsibilities of the various players who provide economic development services toward our shared goals of regional economic growth.

Additionally, the Quad Cities First Board commissioned the assistance of Atlas Marketing to help develop a strategic marketing plan and budget that can help create vision of higher level

economic development services. That plan is currently being reviewed by the Quad Cities First Board.

Moving forward, the goal is to have the economic development services agreement for FY19 completed by July 1st. The steps to develop and adopt the economic development services agreement are as follows:

- Public sector administrators determine a public funding model formula which will be incorporated into the Economic Development Services Agreement – *Completed April 9, 2018*
- Quad Cities First board reviews draft of the Economic Development Services Agreement (scope, funding plan, roles and responsibilities) and proposed FY19 Work-plan and Budget- *Completed April 5, 2018.*
- Quad Cities First Board approves the Economic Development Services Agreement and FY19 Work-plan and Budget – *Completed May 3rd.*
- Local governments review and approve Economic Development Services agreement - May through June 2018.
- Chamber Board adopts Quad Cities First work plan and budget as part of Chamber FY '19 work plan and budget – June 28, 2018.
- Economic Development Services Agreement Effective Date – July 1, 2018.

**Quad Cities First
Economic Development Services
Agreement**

June 7, 2018

AGREEMENT

This Economic Development Services Agreement is entered into effective the 1st day of July, 2018 by and between Quad Cities First and the signators to this Agreement.

1. **Purpose:** The purpose of the Economic Development Services Agreement (the "Agreement") is to outline the delivery and funding of core economic development services to be provided by Quad Cities First 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 Quad Cities First, a public-private partnership operated by the Quad Cities Chamber of Commerce, will supplement, support and be distinct from local economic development efforts by focusing on marketing, lead generation, prospect management and other non-duplicative efforts that will stimulate economic activity and investment across the bi-state region.
2. **Scope of Work:** Quad Cities First 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, 2018 and terminate June 30, 2021.
4. **Funding:** The parties agree to provide funding to Quad Cities First in accordance with Exhibit B, Financial Support for Regional Services.
5. **Termination / Amendment:** This Agreement may be terminated or amended prior to June 30, 2021 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 First shall submit quarterly programmatic progress reports to each participating partner on uniform reporting documents.
7. **Liaisons:** Individuals appointed or elected to the Quad Cities First Board of Directors shall have the authority to represent and make decisions on performance of the Agreement.
8. **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.
9. **Process of Adoption:** A binding Resolution in support of the Economic Development Services Agreement shall be adopted by each governing body party to the Agreement.

10. **Assignment:** No party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the Quad Cities First Board of Directors.
11. **Dissolution:** Upon any dissolution, the process for payment of all liabilities shall follow those procedures outlined in the Quad Cities First bylaws.
12. **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.
13. **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.
14. **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.
15. **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 Economic Development Services Agreement effective as of the date first written above.

Signature Page Attached Hereto

**SIGNATURE PAGE TO QUAD CITIES FIRST
ECONOMIC DEVELOPMENT SERVICES AGREEMENT**

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

City of East Moline, Illinois

By: _____
[Name], Mayor
[Contact Info]

City of Moline, Illinois

By: _____
[Name], Mayor
[Contact Info]

City of Rock Island, Illinois

By: _____
[Name], Mayor
[Contact Info]

City of Rock Island County, Illinois

By: _____
[Name], County Board Chairman
[Contact Info]

City of Bettendorf, Iowa

By: _____
[Name], Mayor
[Contact Info]

City of Davenport, Iowa

By: _____
[Name], Mayor
[Contact Info]

City of Scott County, Iowa

By: _____
[Name], County Board Chairman
[Contact Info]

Quad Cities First

By: _____
[Name], Chairman
[Contact Info]

Quad Cities Chamber of Commerce

By: _____
Paul Rumler, President & CEO
331 W. 3rd Street
Davenport, IA 52801

EXHIBIT A – SCOPE OF WORK

1. **Mission:** The purpose of Quad Cities First 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 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 QC region.
3. **Geography:** The Quad Cities First 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 First 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:** The Quad Cities First 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 programs (“Services”) to be provided by the Quad Cities Chamber staff include Business Attraction, Business Retention and Expansion. Chamber staff, with oversight from Quad Cities Frist 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. Ensure availability of high-quality sites and buildings for existing companies wanting to expand and new businesses seeking to locate.
 - d. Execute high-value communications and education to enhance regional stakeholders’ understanding of the Economic Development team’s mission and accomplishments.

6. Outcomes and Deliverables

The Quad Cities First annual work-plan will be developed, reviewed and approved by the Quad Cities First board of directors on an ongoing basis to ensure continuing relevance of the economic development needs of the region. Quad Cities First shall submit quarterly programmatic progress reports on uniform reporting documents to each participating partner.

Measurements of success will include:

- The number and quality of new, primary high quality jobs through attraction, retention and expansion of targeted industries;
- The diversification and growth of the regional economy and tax base;
- The numbers and quality of inquiries and leads for the region;

- The efforts to Increase quality inventory of fully served industrial and business sites and buildings;
- The efforts to increase public and private awareness and support of regional economic development efforts.

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EXHIBIT B – FINANCIAL SUPPORT FOR REGIONAL SERVICES

1. Funding Plan:

The funding model for Quad Cities First regional economic development services is based on a minimum 2:1 (private to public) funding ratio.

Public sector investments in regional economic development 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 First on an annual schedule. . The estimated amount of public funding for the three year agreement will be based on an annual per capita formula:

Year One = \$1.31 per capita
Year Two = \$1.34 per capita
Year Three = \$1.37 per capita

Private sector dollars supporting regional economic development are raised by the Quad Cities Chamber and allocated to Quad Cities First on a 2:1 ratio (private to public) to support the annual work plan and budget approved by the Quad Cities First Board of Directors.

2. **Financial Accounting and Administration:** All monies dispersed to Quad Cities First will be deposited into an account under the Quad Cities First name. All costs associated with regional economic development 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 First Board. An Audit Task Force shall meet at a minimum annually for the purposes of providing input to the Chamber's annual audit related to Quad Cities First financial activities. The annual audit shall be presented to the Quad Cities First Board of Directors.
3. **Payment Terms:** As outlined in the Quad Cities First Bylaws, a public sector partner may serve on the Board of Directors of Quad Cities First as long as the city or county continues to financially support regional economic development initiatives through Quad Cities First.

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 Prospect Lead Generation	Quad Cities First	States, Site Consultants, Companies, Economic Development Partners
Regional Sales and Marketing Planning	Quad Cities First	Data from Business Intelligence; Bi-State; Partners
External Marketing Execution- Developing of marketing materials	Quad Cities First	Data from Business Intelligence; Bi-State; Economic Development Directors Input on Plan
External Sales – Strategic Travel Planning	Quad Cities First	Economic Development Directors Input on Plan
Sales Trips/Trade Shows	Quad Cities First	Economic Development Directors Input on Plan
Coordinate RFP Response	Quad Cities First	Community/Local Economic Development Organizations
Project Management	Quad Cities First	Community/Local Economic Development Organizations
Technical Assistance/Coordination of resources and referral	Quad Cities First	Community/EDPs/LEDOs
Incentive Packaging/Deal Structuring	Quad Cities First (Facilitation and Referral)	Community; Funding Entity
Deal Closure	Community/Funding Entity	QCF Communication Communication Support
BUSINESS EXPANSION AND RETENTION		
BRE Lead Generation	Quad Cities First	EDPs, Site Consultants, Companies
Existing BRE Targeted Industries	Quad Cities First	Community/EDP
Existing BRE Non- Primary	Community/LEDO	Brokers
Rock Island Arsenal	Quad Cities First /RIADG	QCDA
Project Management	Quad Cities First as Lead Generator	Local Community as Manager of the project
Technical Assistance/Coordination of Resources and Referral	Quad Cities First	Community/EDPs/LEDO
Incentive Packaging/Deal Structuring	Quad Cities First (Facilitation and Referral)	Community; Funding Entity
Deal Closure	Community/Funding Entity	Quad Cities First Communication Support
PRODUCT/ASSET DEVELOPMENT		
Community Development	Community/Local Economic Development Organizations	QC Chamber (regional assets)
Downtown Development	Community/Local Economic	Contractual relationship with

	Development Organizations	Chamber
Site/Building Development	Brokers/Developers/Local Economic Development Organizations/Community	Quad Cities First (facilitation; need identification)
Manager LOIS, Data Sets	Quad Cities First	Community/Economic Development Partners
Product/Asset Promotion	Quad Cities First /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		
Recruitment of Start Up/Entrepreneurs	Quad Cities Chamber	HUB/Small Business Development Centers/SCORE/Higher Education
Access to BIG and Size Up Databases	Quad Cities Chamber	HUB/Small business Development Centers/SCORE/Higher Education
Technical Support for Business Development and Growth	Small Business Development Centers/CIRAS/IMEC	Quad Cities Chamber/Higher Education
Financial Assistance Packaging for business growth	Small Business Development Centers/CIRAS/IMEC	Quad Cities First/Ignite
Tech/Innovation Programs	Higher Education/Sector Boards	CIRAS/IMEC
WORKFORCE DEVELOPMENT		
Workforce development/skill training	Community Colleges	Workforce Development Boards/Higher Education
Manage Laborshed/Graduate Studies	Quad Cities First	Bi-State Regional Commission
Workforce recruitment	EICC/BHC/Chamber/YPs	Private Sector/Higher Education
Workforce retention and talent attraction	Chamber/YPs/EICC/BHC	Private Sector/Higher Education
Pre-Employment Training	EICC/BHC	WDC/Colleges
Quality of Life Amenities	QCCVB/Downtown Organization	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 First
Celebration- ribbon cuttings, ground breakings, coordinated communications	Quad Cities First/QC Chamber communication (Facilitator of Protocol)	Local community/Local Economic Development Organizations/all partners in the project
Ongoing BRE visits	Quad Cities First	Local community/Economic Development Partners
Business Check-in's	Quad Cities Chamber Membership Services	Local Economic Development Organizations/Community

2. Partner Code of Ethics

INTRODUCTION

Quad Cities First is committed to the economic development and growth of the Quad Cities region. Quad Cities First 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 First to meet its goals. This Code of Ethics represents the standards that each participant in the Quad Cities First 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 First, 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 First 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 First, we shall endeavor to sell “Quad Cities First” and our individual communities and projects second.

We shall honor the confidentiality requested by both our fellow partners of Quad Cities First 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 First 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 First. Our guiding principle shall be that “more information is better than less.”

At no time shall any economic development organization partner of Quad Cities First 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 First 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 First 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 First 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 First shall honor the confidentiality of individual prospects. Whenever possible, specific information on particular transactions shall be shared within the realm of Quad Cities First and partner state organizations. In those instances where prospects are dealing with individual communities, information will only be shared by Quad Cities First 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 First 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 First that develops a prospect generated from national advertising and trade shows sponsored by Quad Cities First shall utilize the “Prospect Tracking System” of Quad Cities First in all contacts with the respective prospect.

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

3. 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.

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THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

JUNE 28, 2018

APPROVING AND AUTHORIZING THE EXECUTION OF THE QUAD CITIES
ECONOMIC DEVELOPMENT SERVICES AGREEMENT WITH
QUAD CITIES FIRST, FY2019-FY2021

WHEREAS, Scott County has participated in regional economic development initiatives through Quad Cities First, a public private partnership created in September 2009, to promote the growth of the greater Quad Cities area by marketing 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 regions' public and private sector resources for the benefit of the greater Quad Cities region; and,

WHEREAS, Scott County has determined that supporting regional economic development initiatives across the Quad Cities region through Quad Cities First provides a benefit to the County; and,

WHEREAS, the County and other local governments believe that it would be mutually beneficial to establish a formal agreement that memorializes the terms and conditions whereby Quad Cities First would provide regional economic development business attraction, retention and expansion services for and on behalf of the County and the County would reasonably compensate Quad Cities First for such services.

NOW THEREFORE be it resolved by Scott County Board Supervisors as follows:

Section 1. An Economic Development Services Agreement by and between Scott County, a local government corporation in the State of Iowa and the Quad Cities First, a 501c (6) Not-For-Profit corporation, in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, is hereby authorized and approved.

Section 2. Scott County agrees to pay Quad Cities First a fee for the services outlined in the Economic Development Services Agreement based on an annual work-plan and budget approved by the Quad Cities First Board. The funding structure as outlined and agreed upon in said Agreement, is based on a 2:1 (private to public) funding ratio with the public sector portion calculated on a per capita structure. The amount of funding which the County shall provide to Quad Cities First for the three year agreement will be based on an estimated annual per capita formula as follows:

Year One - \$1.31 per capita

Year Two - \$1.34 per capita

Year Three - \$1.37 per capita

Section 3. The effective date of the Quad Cities Economic Development Services Agreement shall be for the time period July 1, 2018 through June 30, 2021.

Section 4. The Scott County Board authorizes the Scott County Board Chairman and County Administrator to take such further actions as deemed necessary to execute said Agreement.

Section 5. This resolution shall take effect July 1, 2018.