

OFFICE OF THE COUNTY ADMINISTRATOR

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Davenport, Iowa 52801-1003

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www.scottcountyiowa.gov



June 13, 2023

TO: Mahesh Sharma, County Administrator

FROM: David Farmer, CPA, MPA Director of Budget and Administrative Services

RE: Contracting of services with QC Convention and Visitors Bureau (D.B.A. Visit Quad Cities) to provide aid to an impacted industry within Scott County using the American Rescue Plan act and the Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan Act, Pub. L No 117-2 (March 11, 2021) authorized the Department of Treasury to make payments to state and local governments from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund. Scott County, Iowa is tentatively to receive \$33,592,150.00 over two installments. Scott County has worked with local partner agencies to utilize the funding which meet the standard of support. On January 6, 2022 the US Treasury finalized the rule that governs qualified eligible projects.

The act allows aid to impacted industry to address the impacted industry's negative economic impact. The category of travel, tourism, and hospitality sectors is an enumerated impacted industry. Aid may only be used to support businesses and attractions operating prior to the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interests. Visit Quad Cities is the primary convention and visitor's bureau of the Quad Cities that covers all of the Iowa and Illinois region marketing efforts. Aid to the industry may include payroll costs, support of operations and maintenance of existing equipment and facilities; technical assistance, counseling or other services to support business planning; and COVID-19 mitigation and infection prevention measures.

Visit Quad Cities has developed a plan of a multi-channel marketing, media / advertising placement and compressive promotional plan in key drive markets to the Quad Cities. Operations includes digital advertising, television, radio, outdoor and print media. Additionally event acquisition and in-destination marketing of operations will be applied to the region wide-recovery.

The grant is for \$500,000 for a period of June 23, 2023 through September 30, 2024. Expenditures will be reimbursed as incurred up to the grant amount. If grant money remains, a further obligation may be amended into the contract for the period of October 1, 2024 through December 31, 2026.

The contracts has been reviewed by all parties and the following resolution is to provide authorization to enter into the contractual agreement.

I will be at the June 20, 2023 Committee of the Whole to address any additional questions.

**Subaward Agreement Between the
Scott County, Iowa
and
QC Convention & Visitors Bureau**

THIS AGREEMENT is made and entered into by and between the **Scott County, Iowa** (the “Pass-Through Entity” or “PTE”), and **QC Convention & Visitors Bureau** (“Subrecipient”) (collectively “Parties”) as of the last date of signature and shall continue through September 30, 2024 (the “Performance Period”).

WHEREAS, the Pass-through Entity has received funds from the United States Department of the Treasury (“Treasury”) pursuant to Sections 602 and 603 of the Social Security Act, which implements section 9901 of the American Rescue Plan Act (“ARPA”) (Pub. L. No. 117-2 [Mar. 11, 2021]) to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund (“SLFRF”); and

WHEREAS, Scott County Board of Supervisors (the “Board”) allocated \$500,000 of Coronavirus Local Fiscal Recovery Funds for aid to impacted industries to be administered by the PTE. The US Treasury has identified travel and tourism as an impacted industry; and

WHEREAS, expenditures to address public health and economic impacts must be eligible under the US Treasury Guidance *Final Rule* Department of Treasury “Coronavirus State and Local Fiscal Recovery Funds.” 31 CFR Part 35 RIN 1505-AC77. ; and

WHEREAS, it is the intention of the Parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, pursuant to the Board’s commitment on aid to impacted industries, the Board approved an award to Subrecipient of up to \$500,000 for eligible activities; and

WHEREAS, Subrecipient is to receive reimbursement as an impacted industry aid to mitigate financial hardship, such as supporting payroll costs, support of operations and maintenance of existing equipment and facilities, technical assistance, counseling, or other services to support business planning, or COVID-19 mitigation and prevention measures. Other uses must be approved by the PTE. There is mutual understanding that any outstanding award funds at the end of Performance Period must be returned to PTE, to return to Treasury; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Subrecipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between the Subrecipient, and the PTE and contains the entire understanding between the Parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

The following documents are incorporated and made part of this Agreement:

- 1) Attachment 1 - Federal Award Terms and Conditions
- 2) Attachment 2 - Pass-Through Entity (PTE) and Subrecipient Contacts
- 3) Attachment 3 - Subrecipient Highest Compensated Executives
- 4) Attachment 4A - Subrecipient Reporting Requirements
- 5) Attachment 4B - Subrecipient Expenditure Reporting Calendar
- 6) Attachment 4C - Project Expenditure Report (sample)
- 7) Attachment 5 - Subrecipient Statement of Work and Project Budget

Subaward Agreement

TERMS AND CONDITIONS APPLICABLE TO SUBAWARDS

- 1.0 **Activities.** The Subrecipient will be responsible for overseeing the implementation of aid to impacted industry, as detailed in Attachment 5 of this Agreement, in a manner satisfactory to and consistent with Uniform Grant Guidance and the Final American Rescue Plan Act – Coronavirus State and Local Fiscal Recovery Funds and in accordance with program regulations now in effect and as may be amended from time to time as a condition of providing advance payment of these funds.
- 2.0 **Objectives.** The Subrecipient will carry out the activities funded under this Agreement that meet a SLFRF program objective to respond to negative economic impacts exacerbated by the COVID-19 public health emergency, which includes significant impacts to families and individuals with housing needs.
- 3.0 **Project Budget.** The PTE agrees, subject to the Terms and Conditions of this Agreement, to provide advance payment to Subrecipient for the Statement of Work and in accordance with the budget, both presented in Attachment 5, not to exceed \$500,000.
- 4.0 **Period of Performance.** Services of the Subrecipient shall start on June 23, 2023, and end on September 30, 2024. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on June 23, 2023, and ends on September 30, 2024. All of the required activities and services, except for audit, will be completed by or before this date. The PTE may grant extensions at its sole discretion and permissive by US Treasury for any obligations from October 1, 2024 through December 31, 2026. Only a valid written Agreement amendment shall alter this completion date. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of PTE funds or other PTE assets received in connection with this Agreement.
- 5.0 **Performance Monitoring.** The PTE will monitor the performance of the Subrecipient against goals and required performance standards. Substandard performance as determined by the PTE will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after being notified by the PTE, Agreement suspension or termination procedures will be initiated.
- 6.0 **Audit Requirement.** All governmental and non-profit grant recipients that are required to comply with the Single Audit Act Amendments of 1996, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the State Single Audit Guidelines issued by the Department of Administration, shall ensure that funds awarded by the PTE Order are included in the audit report. A governmental or non-profit Subrecipient shall submit audit reports to the PTE within 180 days of the close of the entity’s fiscal year, unless waived by the PTE.
 - 6.1. The Subrecipient shall submit an agreed upon procedures audit upon request from the PTE. This audit will consist of procedures and questions requested by the PTE and will expand beyond the scope of that provided for under the Iowa State Single Audit Guideline requirements.
 - 6.2. Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request.

Subaward Agreement

- 7.0 Recordkeeping, Examination of Records and Facilities. Subrecipient will provide access to records as required by parts 2 CFR 200.337 and 200.338 as applicable. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the PTE, its designees, or the Federal government, at any time during normal business hours, as often as the PTE or Federal Government deems necessary to audit, examine, and duplicate or make excerpts or transcripts of all relevant data.
- 8.0 On Site Monitoring. The Subrecipient shall be subject to site visits, desktop monitoring, or other methods of monitoring as deemed necessary by personnel of the PTE, or a designee of the PTE, or duly authorized officials of federal government, for the purpose of monitoring the Subrecipient's delivery of services and compliance with terms of the Agreement and Federal standards that pertain to Federally funded grant activities.
- 8.1. Review may include but are not limited to: agency and program policies, procedures, standards, handbooks and operational documents; accounting books and records for financial management and documentation of program costs, such as time sheets and mileage logs; verification records of the persons to participate or benefit from grant funded activities; documentation of report data and other program progress; and records demonstrating procurement procedures and property management. The reviewers will have access to and the right to examine, audit, duplicate, excerpt, and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this Agreement. The Subrecipient shall be subject to subsequent site visits to review correction of any deficiencies.
- 9.0 Closeout. The Subrecipient's obligation to the PTE shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the PTE), and determining the custodianship of records.
- 10.0 Compliance with Law. The Subrecipient and its agents and representatives shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the project. The Subrecipient shall be bound by all PTE orders that in any manner affect the Subaward.
- 11.0 Indemnification. The Subrecipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Subaward and/or the Project up to the Subaward amount. The Subrecipient shall indemnify and hold harmless the PTE and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Subaward and/or the Project.
- 12.0 Suspension. For cause, and 30 day notice to the Subrecipient, the PTE may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the PTE.
- 13.0 Termination and Cancellation. The Subrecipient understands and agrees that the PTE may at a later time determine that a Subrecipient is not in compliance with the PTE Order or the terms of this Agreement. In such case, the PTE may terminate the Subaward. Upon termination, the Subrecipient must return all Subaward funds previously disbursed. If the Subrecipient wishes to cancel the Project, the Subrecipient may submit a written request to the PTE requesting that the PTE approve the termination of the Subaward. If the PTE grants the request, the Subrecipient must return all Subaward funds previously disbursed.

Subaward Agreement

- 14.0 Waiver. Failure or delay on the part of either party to exercise any power under the PTE Order or this Agreement will not constitute a waiver thereof.
- 15.0 Amendment. This Agreement may be amended at any time by written mutual consent of the Parties. Amendments shall be documented in writing, dated, and signed by the Parties.
- 15.1. The Subrecipient shall notify the PTE of any proposed significant changes to the Statement of Work or Project Budget (Attachment 5) as soon as practicable, and may only make such significant changes if the PTE signs an amendment authorizing and memorializing the significant change. Significant changes include:
- 15.2. Any change in the list of expenses, as described in Attachment 5 - Project Budget.
- 15.3. Any change in the Project or activities, as described in Attachment 5 - Statement of Work.
- 15.4. Extensions of the performance period will be at the PTE's sole discretion.
- 16.0 Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement or the Final Rule, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions or those of the Final Rule.
- 17.0 Certification Regarding Lobbying (2 CFR 200.450). By signing this Agreement, the Subrecipient certifies, to the best of their knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.
- 17.1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, to the PTE.
- 17.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 18.0 Debarment, Suspension, and Other Responsibility Matters (2 CFR 180 and 31 CFR 19). By signing this Subaward, the Subrecipient certifies, to the best of their knowledge and belief, that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.
- 18.1. The Subrecipient shall take affirmative action to ensure equal employment opportunities. The Subrecipient shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

Subaward Agreement

- 18.2. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Subrecipient. An exemption occurs from this requirement if the Subrecipient has a workforce of less than fifty (50). Within fifteen (15) working days after this Agreement is executed, the Subrecipient shall submit the Affirmative Action Plan/exemption statement to the Public Service PTE unless compliance eligibility is current. No extensions of this deadline shall be granted.
- 19.0 Federal Funding Accountability and Transparency Act (“FFATA”). This Subaward requires the Subrecipient to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Subrecipient is responsible for ensuring that all applicable requirements of FFATA are met and that the Subrecipient provides information to the State as required.
 - 19.1. The Subrecipient will obtain a Unique Entity ID (“UEI”) number upon signing this grant agreement and maintain its UEI number for the term of this Subaward. More information about obtaining a UEI Number can be found at: <http://sam.gov>
 - 19.2. The Subrecipient’s failure to comply with the requirements in the special terms and conditions is a material breach of this Subaward for which the State may terminate this Agreement for cause or withhold the funds. The State will not be obligated to pay any outstanding invoice received from the Subrecipient unless and until the Subrecipient is in full compliance with the above requirements.

Subaward Agreement

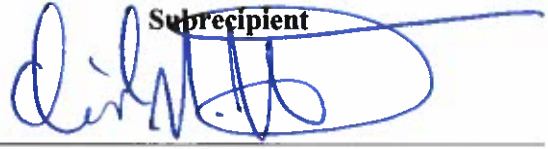
Pass-Through Entity

By: _____
David Farmer
Director of Budget & Administrative
Services

600 W 4th Street
Davenport, Iowa 52801
(563) 326-8651

Date

UEI: JK4TQLEH2PN5

Subrecipient


By: _____
Dave Herrell
President and CEO

1601 River Drive, Suite 100
Moline, Illinois 61265
309-736-6820

June 6, 2023
Date

UEI: MBQBMSQND8R5

ATTACHMENT 1
Federal Award Terms and Conditions

Funds being used for this subaward are federal funds provided to the Scott County, Iowa as part of the Coronavirus State and Local Fiscal Recovery Funds established by the ARPA. The County provides the following information regarding the source of federal funds:

| | |
|---|----------------------------|
| Federal Award Identification Number: | SLFFP4144 |
| Federal Award Date: | June 24, 2021 |
| Assistance Listing Number (ALN): | 21.027 |
| Federal Awarding Agency: | Department of the Treasury |
| Total Amount of the Federal Award: | \$33,592,150 |
| Research & Development: | No |
| Amount of Federal Funds Obligated by this Subaward: | \$500,000 |
| Total Amount of Federal Funds Obligated to Subrecipient: | \$500,000 |

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2024. An extension may be obligated for the period of October 1, 2024 through December 31, 2026 at the agreement of both parties. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on June 23, 2023, and ends on December 31, 2026.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

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6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (“SAM”), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
 - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

Subaward Agreement

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
 - a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT 2
Pass-Through Entity (PTE) and Subrecipient Contacts

| Entity Information | |
|--|---|
| <p style="text-align: center;">PTE</p> <p>Scott County, Iowa <i>PTE Name</i></p> <hr/> <p>600 West Fourth Street <i>Address</i></p> <hr/> <p>Davenport, Iowa 52801 <i>City, St. ZIP</i></p> <hr/> <p>www.scottcountyiowa.gov <i>Website</i></p> | <p style="text-align: center;">Subrecipient</p> <p>Quad Cities Convention & Visitors Bureau <i>Subrecipient Name</i></p> <hr/> <p>1601 River Drive Suite 110 <i>Address</i></p> <hr/> <p>Moline, IL 61265 <i>City, St. ZIP</i></p> <hr/> <p>www.VisitQuadCities.com <i>Website</i></p> |
| Administrative Contact | |
| <p>Name: Administration</p> <hr/> <p>Phone: 563-326-8702</p> <hr/> <p>Email: admin@scottcountyiowa.gov</p> | <p>Name: Dave Herzell</p> <hr/> <p>Phone: 309-736-6820</p> <hr/> <p>Email: DHerzell@visitquadcities.com</p> |
| Financial Contact | |
| <p>Name: David Farmer</p> <hr/> <p>Phone: 563-326-8651</p> <hr/> <p>Email: David.farmer@scottcountyiowa.gov</p> | <p>Name: M. Wdy Chapman</p> <hr/> <p>Phone: 309-736-6824</p> <hr/> <p>Email: MChapman@visitquadcities.com</p> |
| Authorized Official | |
| <p>Name: _____</p> <hr/> <p>Phone: _____</p> <hr/> <p>Email: _____</p> | <p>Name: Dave Herzell</p> <hr/> <p>Phone: 309-736-6820</p> <hr/> <p>Email: DHerzell@visitquadcities.com</p> |

ATTACHMENT 3
Subrecipient Highest Compensated Executives

Subrecipient is exempt from reporting executive compensation: Yes → Go to next attachment
 No → Enter information below

Subrecipient Name: QC Convention and Visitors Bureau

Highest Compensated Executives

As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, PTE must also report the names and total compensation of the five most highly compensated executives of their subrecipients' if the subrecipient entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Executive 1

Name: _____ Compensation: _____

Executive 2

Name: _____ Compensation: _____

Executive 3

Name: _____ Compensation: _____

Executive 4

Name: _____ Compensation: _____

Executive 5

Name: _____ Compensation: _____

ATTACHMENT 4A
Subrecipient Reporting Requirements

Project and Expenditure Report. On a quarterly basis, PTE must provide detailed obligation and expenditure information for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made by the recipient that are greater than or equal to \$50,000.

In general, recipients will be asked to provide the following information for each Contract, Grant, Loan, Transfer, or Direct Payment greater than or equal to \$50,000:

- Subrecipient identifying and demographic information (e.g., DUNS number and location)
- Award number (e.g., Award number, Contract number, Loan number)
- Award date, type, amount, and description
- Award payment method (reimbursable or lump sum payment(s))
- For loans, expiration date (date when loan expected to be paid in full)
- Primary place of performance
- Related project name(s)
- Related project identification number(s) (created by the recipient)
- Period of performance start date
- Period of performance end date
- Quarterly obligation amount
- Quarterly expenditure amount
- Project(s)
- Additional programmatic performance indicators for select Expenditure Categories (see below)

Reporting Schedule. Subrecipient shall report to PTE project expenditures in accordance with Subrecipient Expenditure Reporting Calendar (Attachment 4B). Subrecipient shall email completed reports to PTE's Financial Contact (Attachment 2).

Report Format. A sample of the Subrecipient Expenditure Report is attached to this Agreement as Attachment 4C. PTE will email Excel version of report to Subrecipient's Financial Contact (Attachment 2) upon full execution of Agreement. Updated templates may be issued in the future. In the event that a new template is issued, Subrecipients will be notified of the change, and the new template will be made available to Subrecipients. The Subrecipient shall provide a response to each question that is applicable to the type of report being filed and the Project.

ATTACHMENT 4B
Subrecipient Expenditure Reporting Calendar

| Report | Year | Quarter | Period Covered | Subrecipient Report* to PTE Due by | PTE Report to Treasury Due by |
|--------|------|---------|---------------------|------------------------------------|-------------------------------|
| 1 | 2023 | 2 | Award Date - Jun 30 | Jul 17, 2023 | Jul 31, 2023 |
| 2 | 2023 | 3 | Jul 1 - Sep 30 | Oct 17, 2023 | Oct 31, 2023 |
| 3 | 2023 | 4 | Oct 1 - Dec 31 | Jan 17, 2024 | Jan 31, 2024 |
| 4 | 2024 | 1 | Jan 1 - Mar 31 | Apr 16, 2024 | Apr 30, 2024 |
| 5 | 2024 | 2 | Apr 1 - Jun 30 | Jul 17, 2024 | Jul 31, 2024 |
| 6 | 2024 | 3 | Jul 1 - Sep 30 | Oct 17, 2024 | Oct 31, 2024 |
| 7 | 2024 | 4 | Oct 1 - Dec 31 | Jan 17, 2025 | Jan 31, 2025 |
| 8 | 2025 | 1 | Jan 1 - Mar 31 | Apr 16, 2025 | Apr 30, 2025 |
| 9 | 2025 | 2 | Apr 1 - Jun 30 | Jul 17, 2025 | Jul 31, 2025 |
| 10 | 2025 | 3 | Jul 1 - Sep 30 | Oct 17, 2025 | Oct 31, 2025 |
| 11 | 2025 | 4 | Oct 1 - Dec 31 | Jan 16, 2026 | Jan 31, 2026 |
| 12 | 2026 | 1 | Jan 1 - Mar 31 | Apr 16, 2026 | Apr 30, 2026 |
| 13 | 2026 | 2 | Apr 1 - Jun 30 | Jul 17, 2026 | Jul 31, 2026 |
| 14 | 2026 | 3 | Jul 1 - Sep 30 | Oct 16, 2026 | Oct 31, 2026 |
| 15 | 2026 | 4 | Oct 1 - Dec 31 | Mar 17, 2027 | Mar 31, 2027 |

*Email completed expenditure reports in accordance with the period of performance as stated in the Agreement, by the Subrecipient Report to PTE due date to david.farmer@scottcountyiowa.gov and amanda.orr@scottcountyiowa.gov.

ATTACHMENT 4C
Subrecipient Expenditure Report (sample)

| | | | |
|--|--------------------------|------------|-------------------------|
| VISIT QC Contract Claim Form | | | |
| Scott County Administration 600 West 4th Street Davenport, IA 52801 | | | |
| Phone: 563-326-8702 Email: amanda.orr@scottcountyia.gov | | | |
| | | | <i>Fiscal Year 2023</i> |
| Contract Manager: | Mindy Chapman | Contract # | |
| Agency: | 601 River Drive Suite 11 | | |
| | Moline IL | 61265 | |
| Program (TBD) | 1640012-722 | \$ | - |
| Program (TBD) | 1640012-822-100 | \$ | - |
| Program Category (TBD) | TBD | \$ | - |
| Program Category (TBD) | TBD | \$ | - |
| Program Category (TBD) | TBD | \$ | - |
| Program Category (TBD) | TBD | \$ | - |
| Total Claim, This Month: | | | \$ - |
| CONTRACTOR'S CERTIFICATION | | | |
| Month of Claim: | Apr-2023 | | |
| I certify the items for which payment is claimed were furnished for county business under the authority of the law. The charges are reasonable, proper and correct, and no part of this claim has been paid. | | | |
| Authorized Signature | | Date: | |
| Claim Prepared By | | Telephone | |
| For Scott Co Admin Use Only: GL: 114.23.1000.6310-64163 | | | |
| PAYROLL DETAILS ARE CONSIDERED CONFIDENTIAL. ALL DOCUMENTS WILL BE STORED BY SCOTT COUNTY ADMINISTRATION IN A SECURE LOCATION. | | | |

ATTACHMENT 5
Statement of Work & Project Budget

Statement of Work: Below Attached

Goals:

1. Penetrate the drive market to the Quad Cities and generate a minimum of 20 M in advertising impressions
2. Reinforce messaging strategy that supports multiple tourism initiatives
3. Build on the QC, That’s Where! regional brand creation direction
4. Use resources to attract events / groups that drive non-resident revenues

QC Convention and Visitors Bureau (DBA as Visit Quad Cities, “VQC”) is the main agency and only certified and accredited destination marketing organization in the Quad Cities regional destination. VQC increases visitor expenditures and overnight stays through strategic sales, marketing and services. Visit Quad Cities promotes and packages the Quad Cities regional destination to attract and meet the needs of meetings, conventions, group tours, sporting events, special interest groups and the leisure market. They are also a community drive for enhancing quality of life and place for current and potential new residents, by supporting the development of new attractions, events and destination assets. Scott County residents benefit from increased hotel / motel tax revenues, sales tax revenues, food & beverage taxes, and gaming revenues and taxes. The increased expenditures and non-resident revenues received from visitors, keep property taxes low. State tourism reports the benefits of each resident to be on average \$1,300 less in property taxes annually.

Deliverables:

- A plan will be presented to the Scott County Board of Supervisors by June 30, 2023.
- Visit Quad Cities will present semi-annual updates to the Scott County Administrator
- A multi-channel marketing, media / advertising placement and compressive promotional plan in key drive markets to the Quad Cities.
- Agency partners include Orange 142, Amplified, TAG, MindFire and Datafy
 - Digital advertising media buy that includes display & retargeting, social & multi-platform, and video instream
 - Television media buy
 - Radio media buy
 - Outdoor media buy
 - Print media buy
- Event acquisition; secure new events (i.e. meetings, sports, groups, etc.)
- In-destination marketing (i.e. river cruise activation, Ag tourism, Union Station visitor center, etc.)

Indirect Cost Rate (IDR) Applied: []% **Rate Type:** []

Project Budget: Below Attached

Subaward Agreement

| Annual Budget for Impacted Industries | |
|--|------------------|
| Marketing: | |
| Digital display advertising | \$50,000 |
| Mobile advertising | \$30,000 |
| State of Iowa Travel Guide advertising | \$10,000 |
| State of Illinois Travel Guide advertising | \$10,000 |
| Television advertising | \$100,000 |
| Outdoor advertising | \$50,000 |
| Chicago CTA advertising | \$60,000 |
| Event Acquisition: | |
| Support recruited events | \$60,000 |
| Event recruitment by securing new business | \$100,000 |
| In-Destination Marketing: | |
| River cruise activation | \$7,000 |
| Visitor service enhancements | \$23,000 |
| Total Scott County ARPA Request | \$500,000 |

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 22, 2023

APPROVING CORONAVIRUS LOCAL FISCAL RECOVERY FUND (ARPA) AWARD TERMS AND CONDITIONS TO QC CONVENTION AND VISTIORS BUREAU

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. Scott County is in receipt of Coronavirus State and Local Fiscal Recovery Fund as added by the American Rescue Plan Act.

Section 2. The County hereby agrees to the terms and conditions within the grant agreement(s) between Scott County and the QC Convention and Visitors Bureau.

Section 3. The Director of Budget and Administrative Services is hereby authorized to execute said agreement on behalf of the Scott County Board of Supervisors.

Section 4. This resolution shall take effect immediately.