

RESOLUTION NO. 110-22

Approving Grant Agreement between
Dubuque County
and
City of Dyersville and This is Iowa Ballpark, Inc.

WHEREAS, a grant agreement between the City, This is Iowa Ballpark, Inc., non-profit organization, and Dubuque County has been prepared; and,

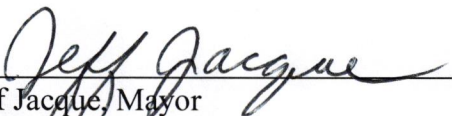
WHEREAS, this City Council has reviewed and considered the Grant Agreement; and,

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Dyersville, Iowa, as follows:

Section 1. The grant agreement is hereby approved and the City Administrator is hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advise of legal counsel and Mayor, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and Approved December 19, 2022.



Jeff Jacque, Mayor

Attest:



Tricia L. Maiers, City Clerk



CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS – DUBUQUE COUNTY

SUBRECIPIENT AGREEMENT

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

Subrecipient Name (must match the name associated with its unique entity identifier): City of Dyersville 340 1 st Ave. E Dyersville, IA 52040-1203		Unique Entity Identifier: KLB5JGHB7ME5	Dubuque County Subaward Number: 31-23-ARPA-Ballpark
Subrecipient Name (must match the name associated with its unique entity identifier): This Is Iowa Ballpark, Inc. 340 1 st Ave. E Dyersville, IA 52040-1203		Unique Entity Identifier: V8FADLHF33K7	Project Title: This is Iowa's Ballpark
Federal Award Identification Number (FAIN): SLFRP0515	Federal Award Date: May 18, 2021	Subaward Period of Performance: Start Date: 12/12/2022 End Date: 12/31/2024	Subaward Budget Period: Start Date: 12/12/2022 End Date: 12/31/2024
Amount of Federal Funds Obligated to the Subrecipient by this action: \$5,000,000	Total Amount of Federal Funds Obligated to the Subrecipient: \$5,000,000	Total Amount of the Federal Award Committed to the agency: \$5,000,000	
Federal Award Project Description: Coronavirus State and Local Fiscal Recovery Funds – Dubuque County			
Federal Awarding Agency: U.S. Department of the Treasury	Pass-Through Entity: Dubuque County 720 Central Ave. Dubuque, IA 52001	Dubuque County Contact Information: Stella Runde Dubuque County Budget Director Stella.Runde@dubuquecountyiowa.gov	
Assistance Listing CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement) 21.027 – Coronavirus State and Local Fiscal Recovery Funds			
Is the Subaward for R&D No	Indirect Cost Rate for the Federal Award N/A		Award Payment Method (lump sum payment or reimbursement): Reimbursement

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Dubuque County (County) will provide Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Grant funding (Subaward) to City of Dyersville and This Is Iowa Ballpark, Inc. (Subrecipients) for This Is Iowa's Ballpark project.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipients' performance under this Agreement is subject to the applicable requirements published in 2 C.F.R. 200 - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance)

2. Term of Agreement

This Agreement shall be effective upon full execution by the Parties (Effective Date) and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) December 31, 2024.

3. Use of Funds

The Subrecipients shall use the Subaward solely for the project as described in Exhibit A to this agreement. The Subrecipients shall perform in a satisfactory manner, as determined by the County. The use of funds will be in accordance with the application made to the County; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 (Final Rule); and all federal regulations and guidance issued by the U.S. Department of the Treasury under the SLFRF program.

The County agrees to provide up to \$5,000,000 from the County's Subaward as described in the budget detailed under Exhibit B. The County shall pay the Grant Funds to the Subrecipients under a reimbursement of expenditures method. Changes from the approved budget detailed in Exhibit B must be requested by the Subrecipients in writing. Such requests must be made in advance of expenditure.

All funds are to be exhausted by December 31, 2024, unless mutually agreed upon in writing prior to the end date by both the County and Subrecipients.

4. Reporting and Invoicing

The Subrecipients shall submit Quarterly reports to account for performance and expenditure of funds to the County. Due dates for the quarterly reports are available in Exhibit A.

Invoices and reports shall be submitted to: Stella.Runde@dubuquecountyia.gov.

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipients shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipients and all subcontractors in completing the work described in EXHIBIT A & B and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipients, as needed, to meet any additional guidelines regarding the use of federal funds that may be established by the awarding agency during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipients, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

5. Monitoring

Subrecipients shall permit the County to monitor the Subrecipients, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipients take timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipients from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipients from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipients shall monitor their performance under this Agreement, as well as that of its lower level subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

6. Maintenance of and Access to Records

The Subrecipients shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the Federal Awarding Agency for a period of 5 years beyond the end date of the Agreement or December 31, 2032, whichever is later. If it is determined during the course of the audit that the Subrecipients were reimbursed for unallowable costs under this Agreement or any, the Subrecipients agree to promptly reimburse the County for such payments upon request. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been fully resolved.

7. Pre-award Costs

Pre-award costs, as defined in 2 CFR 200.458, may not be paid with funding from this award.

8. Closeout

The close-out report is due ninety (90) days after termination of this Agreement or ninety (90) days

after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all close-out 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 unused materials and equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipients have control over federal funds. The County will close-out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

9. Events of Default

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- b. A material failure of the Subrecipients to make substantial and timely progress toward performance of the Agreement;
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement;
- d. Any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information;
- e. Engaging in conduct that has or may expose the other Party to liability.

10. Notice of Default

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipients shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outlined in paragraph 10, either concurrently or consecutively.

11. Remedies

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from Subrecipients to determine the reasons for the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - iii. Advise the Subrecipients to suspend, discontinue or refrain from incurring cost for any activity in question.

- b. Temporarily withhold cash payment pending correction of the deficiencies
- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require that the Subrecipients refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipients are given at least thirty (30) days prior written notice of the termination.

12. Termination

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipients to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipients with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

13. Procurement

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

The Subrecipients agree to incorporate provisions of this Agreement into subsequent contracts and agreements to as outlined in EXHIBIT C.

14. Conflicts of Interest

Subrecipients understand and agree they 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. Subrecipients must disclose in writing to the U.S. Treasury or the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.112.

Subrecipients agree that they have no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

15. Modification

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated, except in writing with the consent of

both parties.

16. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

17. Notices

Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will relay the mailing and email addresses of the Subrecipients as set forth heretofore, as modified from time to time.

18. Defense and Indemnification

Subrecipients agree to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipients, its officers, directors, employees, and/or agents relating to the Subrecipients' performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

19. Severability

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

20. Status of Subrecipient

Nothing in this contract constitutes an employment relationship between the Subrecipients' staff and the County. Subrecipients' staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipients' staff from working with others during the length of this Agreement.

Subrecipients shall determine the method, details, and means of performing the work and services to be provided by Subrecipients under this Agreement. Subrecipients shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipients in fulfillment of this Agreement. Subrecipients have control over the manner and means of performing the services under this Agreement. Subrecipients are permitted to provide services to others during the same period service is provided to County under this Agreement.

21. Assignment

Subrecipients agree that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipients either whole or in part without the prior written consent of the County.

22. Entire Agreement

This agreement constitutes the entire agreement between the parties and shall be binding upon true successors and assignees of the parties to this agreement.

23. Compliance with Applicable Laws and Regulations.

The Subrecipients declare that to their best knowledge, they have complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipients and their employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to the following:

- a. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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;
- b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- c. 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;
- d. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- e. 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;
- f. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- g. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655) and implementing regulations;
- i. Generally applicable federal environmental laws and regulations.
- j. 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

grounds of race, color, or national origin under programs or activities receiving federal financial assistance;

- 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, 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 handicap under any program or activity receiving or benefitting from 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.

24. Publications.

Subrecipients agree that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0515 awarded to Dubuque County by the U.S Department of the Treasury."

25. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Subrecipients may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below 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.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;

- f. A court of grand jury; and/or
- g. A management official or other employee of Dubuque County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipients shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

26. Seat Belt Use.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipients should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

27. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Subrecipients should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

28. Certification Regarding Government-Wide Restrictions on Lobbying.

The Subrecipients certify, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, 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 grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. 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 Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipients shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

29. Eligibility.

Subrecipients certify that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

30. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to

review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

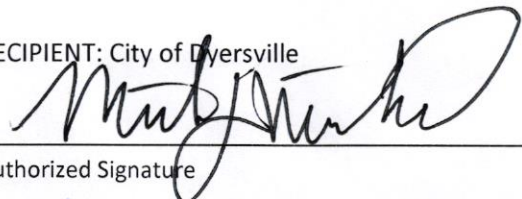
Dated this 12th day of December, 2022.

BOARD OF SUPERVISORS
DUBUQUE COUNTY, IOWA

By: Harley V. Pothoff
Harley V. Pothoff (Dec 12, 2022 15:32 CST)
Board Chair

Dec 12, 2022
Date

SUBRECIPIENT: City of Dyersville

By: 
Authorized Signature

MICK J. MICHEL CITY ADMINISTRATOR
Print Name/Title

DECEMBER 19, 2022
Date

SUBRECIPIENT: This Is Iowa Ballpark, Inc.

By: _____
Authorized Signature

Print Name/Title

Date

review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this 12th day of December, 2022.

BOARD OF SUPERVISORS
DUBUQUE COUNTY, IOWA

By: Harley V. Pothoff
Harley V. Pothoff (Dec 12, 2022 15:32 CST)
Board Chair

Dec 12, 2022

Date

SUBRECIPIENT: City of Dyersville

By: [Signature]
Authorized Signature

MICK J. MITCHELL CITY ADMINISTRATOR
Print Name/Title

DECEMBER 19, 2022
Date

SUBRECIPIENT: This Is Iowa Ballpark, Inc.

By: [Signature]
Authorized Signature

Daniel P. Evans, President
Print Name/Title

December 20, 2022
Date

EXHIBIT A
Statement of Work

Subrecipients: City of Dyersville and This Is Iowa's Ballpark, Inc.

Project Name: This is Iowa's Ballpark

Subaward Number: 31-23-ARPA-Ballpark

Award Amount: \$5,000,000

Award Date: December 12, 2022

Project Description:

The This is Iowa's Ballpark project will transform the site of the 2021 Major League Baseball game between the Yankees and White Sox into a permanent world-class stadium. The stadium will include 3,000 permanent seats, with availability to add an additional 8,000 seats for big league and other major events. The stadium will allow for national broadcasting of events, food, beverage and restroom facilities, private commissioner's office, corporate suites, and locker rooms.

The program will operate and follow the attached budget (EXHIBIT B) as approved and will report to Dubuque County on a quarterly basis.

Quarterly Reporting Timelines for Grant Project and Expenditures Reports

Year	Quarter	Period Covered	Due Date
2023	1	January 1 - March 31	April 15, 2023
2023	2	April 1 - June 30	July 15, 2023
2023	3	July 1 - September 30	October 15, 2023
2023	4	October 1 - December 31	January 15, 2024
2024	1	January 1 - March 31	April 15, 2024
2024	2	April 1 - June 30	July 15, 2024
2024	3	July 1 - September 30	October 15, 2024
2024	4	October 1 - December 31	January 15, 2025
2025	1	January 1 - March 31	April 15, 2025
2025	2	April 1 - June 30	July 15, 2025
2025	3	July 1 - September 30	October 15, 2025
2025	4	October 1 - December 31	January 15, 2026
2026	1	January 1 - March 31	April 15, 2026
2026	2	April 1 - June 30	July 15, 2026
2026	3	July 1 - September 30	October 15, 2026
2026	4	October 1 - December 31	January 15, 2027

EXHIBIT B
Budget

SUBAWARD BUDGET:

Sources of Funds	Amount	Uses of Funds	Amount
Dubuque County Funding	\$5,000,000	Site Preparation and Infrastructure	\$1,000,000
		Architectural/Engineering Design	\$4,000,000
TOTAL:	\$5,000,000	TOTAL:	\$5,000,000

TOTAL BUDGET:

Sources of Funds	Amount	Uses of Funds	Amount
Destination Iowa Grant	\$12,500,000	Site Preparation and Infrastructure	\$11,808,328
Dubuque County Funding	\$5,000,000	Construction	\$33,118,307
City of Dubuque Funding	\$1,000,000	Public Art & Landscaping	\$160,309
Private Fundraising (Assignment of TIF)	\$13,000,000	Architectural/Engineering Design	\$4,000,000
Private Fundraising (Travel Dubuque/City of Dubuque)	\$1,500,000	Soft Costs	\$165,000
Grants	\$2,510,000	Other, Contingency	\$748,056
American Rescue Plan funds	\$8,757,527		
Unidentified Funds	\$5,732,473		
TOTAL:	\$50,000,000	TOTAL:	\$50,000,000

EXHIBIT C
Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Dubuque County by the U.S. Department of the Treasury under the Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act.

1. Compliance with Applicable Laws and Regulations.

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. US Department of the Treasury guidance, including but not limited to, US Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule, Overview of the Final Rule, and Final Rule FAQs.
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. 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;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. 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;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C 4601-4655) and implementing regulations;
- j. Generally applicable federal environmental laws and regulations;
- k. 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 grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII-IX 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, 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 handicap under any program or activity receiving or benefitting from federal 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. 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.

2. Publications.

Recipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number SLFRP0515 awarded to Dubuque County by the U.S. Department of the Treasury."

3. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below 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.

The list of persons and entities referenced in the paragraph above includes:

- h. A member of Congress or a representative of a committee of Congress;
- i. An Inspector General;
- j. The Government Accountability Office;
- k. A Treasury employee responsible for contract or grant oversight or management;

- l. An authorized official of the Department of Justice or other law enforcement agency;
- m. A court of grand jury; and/or
- n. A management official or other employee of Dubuque County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4. Certification Regarding Government-Wide Restrictions on Lobbying.

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, 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 grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. 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 Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.