

**AMENDMENT ONE
TO
GRANT AGREEMENT BETWEEN
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
AND
CITY OF DYERSVILLE AND THIS IS IOWA BALLPARK, INC**

AGREEMENT NUMBER: 23-DES-001
AMENDMENT NUMBER: One
EFFECTIVE DATE: November 1, 2023

WHEREAS, on October 10, 2022, the Iowa Economic Development Authority ("Authority"), 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, and the City of Dyersville and This is Iowa Ballpark, Inc ("Subrecipients") both at 340 1st Ave. E, Dyersville, IA 52040 entered into that certain Grant Agreement Number 23-DES-001 ("Grant Agreement") setting out the terms and conditions for the Destination Iowa Economically Significant Grant ("Grant") for Subrecipient's Project; and

WHEREAS, the IEDA and Subrecipient wish to amend the Grant Agreement to eliminate references to federal requirements that have been determined inapplicable to the specific source of funds for the Grant Agreement and provide other clarifications,

NOW, THEREFORE, the parties amend the Grant Agreement as follows:

1. 1.1 FUNDING SOURCE AND EXPENDITURE CATEGORY

The funding source for the grant ("Grant") shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("the Act"), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act ("SLFRF") under expenditure category 6.1 – Revenue Replacement: Provision of Government Services.

2. 2.1 GENERAL

The Subrecipient has applied for and was awarded a Destination Iowa Economically Significant Grant for a project described in Exhibit C, Description of the Project and Award Budget (the "Project"). The Destination Iowa Economically Significant Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. ~~The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; 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 Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.~~

3. 3.2 DOCUMENTATION OF COMPLIANCE

Subrecipients shall provide the Authority or its contractors with satisfactory documentation of compliance with ~~2 C.F.R. 200 – Uniform Administration~~

~~Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), including procurement standards therein, and any other~~ all federal and state laws, rules, ordinances, regulations, guidance, and orders applicable to the award or project, including but not limited to Iowa Code chapter 26 relating to public construction bidding.

4. 3.5.2. June 30, 2024 – Compliance Check. The Authority will review the Project to verify compliance with requirements to obligate funds and ~~procurement standards~~ other applicable requirements.

5. New Article 3.6 IOWAGRANTS.GOV.

“IowaGrants.gov” means Iowa’s Funding Opportunity Search and Grant Management System. This system allows the Subrecipient to electronically apply for and manage grants received by the State of Iowa. Persons accessing the system for this purpose are required to register online at www.IowaGrants.gov. The Authority reserves the right to require the Subrecipient to utilize the IowaGrants.gov system to conduct business associated with this Agreement, including but not limited to, requests for disbursement.

6. 4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to complete the Project in accordance with the Application; the provisions of the Act; ~~Sections 602(b), 602(c), and 603(b) of the Social Security Act; 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 Rules”) and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders applicable to the Grant; and as described in this Grant Agreement. The Participant~~ Subrecipient will use the Grant for no other purpose.

7. 5.2.1 The Subrecipients acknowledge the applicability of federal and state laws, guidance, rules and regulations to the ~~award and Grant, source of funds identified in Article 1.1,~~ including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, ~~including but not limited to the Uniform Guidance and all appendices thereto, the Final Rules,~~ and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions ~~attached hereto as Exhibit B; and all applicable Treasury or other federal guidance.~~
8. 5.2.2 The Subrecipients agree to comply with all applicable laws, guidance, rules and regulations.

9. 5.9 CONFLICT OF INTEREST

5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies ~~that conform to 2 CFR 200.112 and 200.318.~~ Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.

5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements ~~under 2 CFR Part 200.~~ For all transactions and activities, the

following restrictions apply:

5.9.2.1 *Conflicts Prohibited*. No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

5.9.2.2 *Persons Covered*. The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

10. 5.11.2 Subrecipient Integrity and Performance Matters ~~The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 — Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies. Reserved.~~

11. 8.2: Audit Requirements and Closeout of Award

~~The Subrecipient shall adhere to the following audit requirements:~~

~~8.2.1 *Single Audit Not Required Form*. A “Single Audit Not Required” form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in total federal funds.~~

~~8.2.2 *Single Audit*. An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in total federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor’s report, or nine months after the end of the organization’s fiscal year. If an audit is required, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.~~

If requested by IEDA or its contractors, the Subrecipient shall provide documentation of any audit conducted related to the Project. Subrecipient shall provide any information requested by IEDA or its Contractors required to conduct grant closeout procedures.

12. 9.10 DOCUMENTS INCORPORATED BY REFERENCE.

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.10.32 Exhibit C – Description of the Project and Award Budget

13. 9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

~~9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions~~

9.11.21 Articles 1 – 9 of this Agreement

9.11.32 Exhibit C – Description of the Project and Award Budget

9.11.43 Exhibit A – The Application

14. Deletion of Exhibit B. Exhibit B is deleted from the Grant Agreement.

Except as otherwise revised above, the terms, provisions, and conditions of the Grant Agreement executed by IEDA and Subrecipient on October 10, 2022 remain unchanged and are in full force and effect:

Signature Page Follows

FOR SUBRECIPIENT:

SIGNATURE

PRINT/TYPE NAME, TITLE

Date

SIGNATURE

PRINT/TYPE NAME, TITLE

Date

FOR IEDA:

Deborah V. Durham, Director

Date