

Contract #000000000000000000072120

MEMORANDUM OF UNDERSTANDING

Between the

INDIANA STATE BUDGET AGENCY

and the

INDIANA DEPARTMENT OF ADMINISTRATION

This Memorandum of Understanding (“MOU”) is entered into by and between the Indiana Department of Administration (“IDOA”) and the Indiana State Budget Agency (“SBA”). In consideration of those mutual undertakings, the parties agree as follows:

WHEREAS, SBA and agency of the Office of Management and Budget (“OMB”), is designated by OMB to accept and administer funds from the federal American Rescue Plan (ARPA Act, sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L No. 117-2 (Mar 11, 2021);

WHEREAS, the Public Works Department of IDOA has the authority to supervise and inspect all work relating to public works projects under IC-4-13.6-3-2(5); and

WHEREAS, the parties enter into the MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to reimburse IDOA for necessary expenditures in compliance with the ARPA Act, as more fully set forth in Attachment A, (the “Program”) and provide guidance to the IDOA for the purpose of complying with federal requirements of the Program.

II. Grant Information

- a. Assistance listing number (formerly CFDA): 21.027
- b. Federal award Name: Coronavirus State Fiscal Recovery Funds (CSFRF)
- c. Federal Award Identification: SLFRP4176
- d. Federal Award Date: March 11, 2021
- e. Name of Federal Agency: U.S. Department of Treasury
- f. Total amount of funds obligated to sub-state agency: \$190,134,810.53
- g. Statutory Uses:
 - To respond to the COVID-19 public health emergency or its negative economic impacts;
 - To respond to works performing essential work during the COVID-19 public health emergency by providing grants to eligible employers that have eligible workers who performed essential work;
 - For the provision of government services, to the extent the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
 - To make necessary investments in water, sewer or broadband infrastructure.
- h. Period of time sub-state agency can obligate funds:
 - Federal Covered Period: The Federal covered period to obligate CSFRF funds is March 3, 2021, through December 31, 2024. See also State Covered Period (State Appropriation). Fund must be expended by December 31, 2026.

- i. State Covered Period (State Appropriation): The funds listed in the MOU were approved by the State Budget Committee on December 15, 2022, Funds must be obligated by December 31, 2024, and expended by December 31, 2026.
- j. Requirements imposed on the sub-state agency so that the award is used in accordance with Federal statutes and regulations, and the terms and conditions of the award:
 - a. For purposes of reporting and tracking, the funds listed in the MOU are considered revenue replacement (CSFRF Final Rule FAQ 13.14 and 13.15)
<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>
- k. Compliance with applicable sections of 2 CFR 200, ARPA Act, CSFRF rules and guidance which may be updated throughout the term of the grant.
- l. Compliance with CSFRF required programmatic data requirements and performance indicators.
- m. Administrative Expenses: Recipients may use funds for administering the CSFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulator and other requirements.
- n. Match requirements: None
- o. Indirect costs: None

III. TERM

The MOU shall be in effect from March 3, 2021, through January 31, 2027.

When the Director of SBA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this MOU, the MOU shall be cancelled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

IV. Obligation of the Parties

The parties agree to the following obligations under this MOU:

- a. SBA agrees to provide IDOA from the ARPA Act an amount not to exceed the amount listed in Section II(f), which may be amended from time to time. IDOA agrees to return SBA any unused funds.
- b. IDOA will follow federal expenditure procedures as outlined in the State board of Accounts manual.
- c. IDOA acknowledges that it is a Sub-State Agency as the term is used in the State Board of Accounts manual.
- d. IDOA will administer the Program in accordance with federal laws and guidance of the ARPA Act, U.S Treasury guidance and policies, OMB and SBA policies and procedures. State Board of Accounts guidance on administration and tracking of federal COVID funds, and any policies or procedure implemented by IDOA for administration of the program. IDOA's responsibilities to administer the Program include:
 - Provide communications and quarterly reports to the Director of OMB and the Director of SBA regarding the status of the Program, including a detailed breakdown of the expenditures reimbursed under the Program.
 - SBA will assist IDOA as necessary with the administration of the Program

V. ARPA Reporting Requirement

- a. IDOA agrees to provide SBA with timely information that allows SBA to comply with reporting requirements of the ARA Act.
- b. IDOA agrees to provide information be deadlines established by SBA.
- c. IDOA agrees to collect from sub-awards and contracts as required by SBA.

VI. Records Retention

IDOA agrees to maintain records to support compliance with the ARPA Act. This may include, but is not limited to, copies of the following:

- a. General ledger and subsidiary ledgers used to account for: (a) the receipt of ARPA Act payments and (b) the disbursements from such payments to meet the eligible expenses related to the public health emergency due to COVID-19;
- b. Budget records;
- c. Payroll, time records, and human resources records to support costs incurred for payroll expenses related to address the public health emergency due to COVID=19;
- d. Receipts of purchase made related to addressing the public health emergency due to COVID-1;
- e. Contracts and subcontracts entered into using ARPA Act payments and all documents related to such contracts;
- f. Grant agreements and grant subaward agreements entered into using ARPA Act payments and all documents related to such awards;
- g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, grant recipients and subrecipients.
- h. All documentation supporting the performance of outcomes of contracts, subcontracts, grant awards and grant recipient subawards; and
- i. All investigative and inquiry reports involving ARPA Act payments.

IDOA will maintain records for a period of five (5) years after final payment is made using ARPA Act monies. These record retention requirements are applicable to all prime recipients and their grantees, subgrant recipients, contractors, and other levels of government that received transfers of ARPA Act payments from prime recipients.

IDOA agrees to provide SBA, SBA's subcontractors and the State Board of Accounts full access to IDOA's records and financial statements, as necessary to determine compliance with the Federal award for audit purposes.

VII. SEFA Reporting

IDOA will identify Emergency Act expenditures separately on its Schedule of Expenditure of Federal Awards (SEFA).

VIII. Modifications

The parties may modify this MOU by a written, mutual, signed amendment.

IX. Transfer of Funds to Another State Agency

IDOA is prohibited from transferring CSFRF funds to another state agency without prior approval of SBA

X. Notices

Any notice required or permitted to be given under the MOU shall be sent to the following:

State Budget Agency
Attn: Lisa Acobert
Statehouse Room 212
liacobert@sba.in.gov

Indiana Department of Administration
Matthew Kent
Chief Financial Officer

402 W Washington St., Rm 467, IGCS
makent@idoa.in.gov

XI. Termination or Suspension

This MOU may be terminated or suspended by either party if the other party has failed to comply with the terms of this MOU, or for any reason if such termination is in the best interest of the terminating agency, upon thirty (30) days written notice. The notice of termination or suspension shall state the reasons for termination or suspension. Regardless of the reason for termination or suspension, the parties will be compensated for services properly rendered to termination or suspension of this MOU.

XII. Entire Agreement

This MOU constitutes the entire agreement of the parties and may only be amended by the written mutual consent of the parties.

XIII. Non- Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this MOU other than that which appears on the face of this MOU.

In Witness Whereof, the SBA and IDOA have, through their duly authorized representatives, entered into this MOU. The parties, having read and understood the foregoing terms of this MOU, do by their respective signatures dated below agree to the terms.

Indiana Department of Administration

By: 
6B6374BA70EE439...

Title: Commissioner

Date: 3/15/2023 | 13:29 EDT

Indiana State Budget Agency

By: 
C08285FB886741A...

Title: State Budget Director

Date: 3/15/2023 | 14:08 EDT

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| Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for) | |

Attachment A

Sitework: This includes prepping areas for future buildings and interior roads that will be used by the campus and also used by the contractors on site once work ramps up. Sitework will also include laying the groundwork for future utilities and upgrades to current utilities to prepare the campus for the co-location.

Limited Demolition: There are several small buildings currently on the campus that are no longer needed or are not part of the future plan; these will be demolished.

Renovations: A portion of these funds will go towards completely renovating buildings that are currently on the campus that are part of the future plan. This includes the historic Administration Building (Building F) as well as Buildings E and G. These three buildings will be completely gutted and rehabbed to current standards and in line with the future use of the campus. These buildings will serve as business and administrative offices and educational classrooms.

New Construction: A large portion of these funds will go towards construction of new buildings on the campus. Included in this is a central utility plant, Wellness Hall, which will include a dining and health center, Education buildings and dorms and also a parking garage to accommodate all staff and visitors.

MEMORANDUM OF UNDERSTANDING

Amendment #1

Contract # 000000000000000000072120

This is the First Amendment to the Memorandum of Understanding 72120 (the "MOU") entered into by and between the Indiana State Budget Agency ("SBA") and the Indiana Department of Administration ("IDOA").

In consideration of the mutual undertakings and covenants hereinafter set for, the parties agree as follows:

1. Pursuant to Section VIII Modifications of the MOU and Section 284 of HEA 1001 (2023), Section II (h) Grant Information, Period of Time Sub-State Agency Can Obligate Funds, State Cover Period is amended to read the funds listed in the MOU were appropriated by the Indiana General Assembly in P.L. 165-2021 (HEA 1001). As provided in Section 284 of HEA 1001 (2023) and under the terms of the CSFRF program guidelines funds must be obligated by December 31, 2024, and expended by December 31, 2026.

Non-Collusion and Acceptance


The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this MOU other than that which appears on the face of this MOU.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

In Witness Whereof, The SBA and IDOA have, through their duly authorized representatives, entered into this Memorandum. The parties, having read and understood the foregoing terms of this Memorandum, do by their respective signatures dated below agree to the terms thereof.

Indiana Department of Administration

By: 
6B6374BA70EE439...

Title: Commissioner

Date: 5/3/2023 | 11:43 EDT

Indiana State Budget Agency

By: 
C08285FB886741A...

Title: State Budget Director

Date: 5/4/2023 | 10:30 EDT

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| Electronically Approved by: State Budget Agency By: Zachary Q. Jackson, Director (for) | |