

Contract #0000000000000000000060479

MEMORANDUM OF UNDERSTANDING

Between the

INDIANA STATE BUDGET AGENCY

and the

INDIANA DEPARTMENT OF TRANSPORTATION

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

WHEREAS, SBA, an 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); and

WHEREAS, INDOT has the authority under Title 8, Article 23 of the Indiana Code to carry out the State’s public transportation responsibilities; 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 INDOT for necessary expenditures in compliance with the ARPA Act, as more fully set forth in Attachment A, (the “Program”) and provide guidance to INDOT for the purpose of complying with federal requirements of the Program.

II. Grant Information

- a. Assistance listing (CFDA) number: 21.027
- b. Federal Award Name: Coronavirus State Fiscal Recovery Funds (CSFRF)
- c. Federal Award Identification Number: N/A
- d. Federal Award Date: March 11, 2021
- e. Name of Federal Agency: U.S. Department of the Treasury
- f. Total Amount of Funds obligated to substate agency:
 - **FY 2022**
 - Next Level Connections \$205,000,000
 - **FY 2023**
 - Next Level Connections \$900,000,000
- g. Statutory Uses:
 - To respond to the COVID-19 public health emergency or its negative economic impacts;
 - To respond to workers 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 substate 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). Funds must be expended by December 31, 2026.
 - **State Covered Period (State Appropriation)**

The funds listed in the MOU were appropriated by the Indiana General Assembly in P.L. 165-2021 (HEA 1001). FY 2022 and FY 2023 appropriations expired on June 30, 2023. Any funds not obligated by June 30, 2023, will revert to SBA CSFRF Fund.
- i. Period of time substate agency can expend funds:
 - CSFRF funds must be expended by December 31, 2026
- j. Requirements imposed on the substate agency so that the award is used in accordance with Federal statutes and regulations, and the terms and conditions of the award:
 - 2 CFR 200, Uniform Administrative Requirement, Cost Principles and Audit Requirements for the Federal Awards.
 - i. The following 2 CFR policy requirements apply to this Assistance Listing:
 1. Subpart A, Definitions
 2. Subpart B, General Provisions
 3. Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards
 4. Subpart D, Post Federal Award Requirements
 5. Subpart E, Cost Principles
 6. Subpart F, Audit Requirements
 - ii. The following 2 CFR policy requirements apply to this assistance listing:
 1. 2 CFR Part 25, Universal Identifier and System for Award Management
 2. 2 CFR Part 170, Reporting Subaward and Executive Compensation Information
 3. 2 CFR part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement)
 - The following 2 CFR policy requirements are excluded from coverage under this Assistance Listing:
 - i. For 2 CFR Part 200, Subpart C, the following provisions do not apply to the CSFRF program:
 1. 2 CFR 200.204 Notices of Funding Opportunities
 2. 2 CFR 200.205 Federal Awarding Agency review of merit proposal
 3. 2 CFR 200.210 Pre award costs
 4. 2 CFR 200.213 Reporting a determination that a non-Federal entity is not qualified for a Federal award.
 - ii. For 2 CFR 200, Subpart D, the following provisions do not apply to the CSFRF program:
 1. 2 CFR 200.308 Revision of budget or program plan
 2. 2 CFR 200.309 Modifications to period of performance
 3. 2 CFR 200.305 (b)(8) and (9) Federal payment
- k. Compliance with 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, regulatory and other requirements. Further, costs must be allowable under 2 CFR 403, and be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 405.

- 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 canceled. 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 INDOT from the ARPA Act an amount not to exceed the amount listed in Section II(f), which may be amended from time to time. INDOT agrees to return to SBA any unused funds.
- b. INDOT will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
- c. INDOT acknowledges that it is a Substate Agency as the term is used in the State Board of Accounts manual.
- d. INDOT 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 INDOT for administration of the program. INDOT's responsibilities to administer the Program include:
 - Provide communications and monthly reports to the Director of the OMB and the Director of SBA regarding the status of the Program, including a detailed breakdown of the expenditures reimbursed under the Program and an explanation of why those expenditures were necessary to respond to the COVID-19 public health emergency.
 - SBA will assist INDOT as necessary with the administration of the Program.

V. ARPA Reporting Requirement

- a. INDOT agrees to provide SBA with timely information that allows SBA to comply with reporting requirements of the ARPA Act. This includes interim report, Program and Expenditures Reports, and Recovery Plan Reports.
- b. INDOT agrees to provide information by deadlines established by SBA.
- c. INDOT agrees to collect data from sub-awards and contracts as required by SBA.

VI. Records Retention

Agency 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 resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
- d. Receipts of purchases made related to addressing the public health emergency due to COVID-19

- e. Contracts and subcontracts entered into using ARPA Act payments and all documents related to such contracts;
- f. Grant agreement 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 outcomes of contracts, subcontracts, grant awards and grant recipient subawards;
- i. All internal and external email/electronic communications related to use of ARPA Act payments; and
- j. All investigative files and inquiry reports involving ARPA Act payments

INDOT 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.

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

VII. SEFA Reporting

INDOT 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

INDOT is prohibited from transferring CSFRF funds to another state agency without prior approval of the State Budget Agency.

X. Notices

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

State Budget Agency
Attn: Lisa Acobert
State House Room 212
200 W. Washington Street
Indianapolis, IN 46204
LiAcobert@sba.IN.gov

Indiana Department of Transportation
Attn: Michael Smith
100 N. Senate Ave, N758,
Indianapolis, IN 46204
michael.smith@indot.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 prior 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 INDOT 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 Transportation

By: 
BE1CFCC7A7EA411...

Title: Commissioner

Date: 2/14/2022 | 15:43 EST

Indiana State Budget Agency

By: 
C08285FB886741A...

Title: State Budget Director

Date: 2/14/2022 | 15:58 EST

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

Attachment A

Executive Summary Our transportation network is one of Indiana's most critical and valuable assets. By improving connectivity throughout the state via multiple modes of transportation, INDOT will look to expand and grow efficient transportation offerings in both rural and urban areas bolstering the economy for all Hoosiers during the global pandemic and into the future. Throughout the pandemic INDOT did not slow down or stop any projects; several construction projects were pushed forward to be completed sooner than expected. The State of Indiana enhanced connectivity also provides the ability to move the goods and services that will form the underpinnings of a healthy and vibrant economy of Indiana and the country. INDOT also recognizes the critical links between mobility and societal goals and uses these to enhance Indiana's economy, social equity, and quality of life. Next Level Roads is a statewide initiative to elevate Indiana's economic competitiveness and quality of life for all Hoosiers through investment in transportation infrastructure. These funds will allow us to build and expand this program to even greater heights by continuing to build on taking care of what we have, finishing what we have started and building for the future.

Scope of Work

Interchanges:

- I-69 Ohio River Crossing service interchange with US 41 in Vanderburgh County
- US-31 236th Street Interchange in Hamilton County
- US-31 276th Street Interchange in Hamilton County

I-69 Section 6: Contracts 4 and 5, <https://i69finishline.com/>

Bridges:

- Br Deck work I69 - Grant and Huntington Co
- US 31 New Bridge over RR Marshall Co
- Floyd Co Bridge over Ohio River
- Small structure work I469 - Allen Co
- Br Deck replacement & interchange mod I469 - Allen Co
- I69 Br Deck Overlays - Gibson and Pike Co
- Br Replacement US 41 - Gibson Co
- Replace Super & pavement SR22 - Grant Co
- US - 30 Us 30@.-Dyer Ditch, Bridge Replacement in Lake Co
- US - 30 Us 30@.-Crooked Creek, Bridge Replacement in Porter Co
- US - 30 Bridge over Tippecanoe River, 0.28 miles S of SR 10.
- US - 30 Small Structure Replacements in Porter Co
- US - 30 WB Bridge over SR 15, 09.12 Miles West of SR 13.
- US - 31 NB Bridge over Wabash River, 2 Roads, 0.15 miles S of US 24.
- US - 31 Small Structure Replacement in Marshall Co
- US - 31 US 20 WB over US 20 WB/EB LINCOLN WAY, 01.69 S I-90
- US - 31 Substructure Repair and Rehab in Cass Co

Added Travel Lanes:

- I-65 ATL Tippecanoe Co
- ATL on US 20 - Elkhart Co
- US 31 ATL Johnson Co

Pavement Replacement:

- US 50 HMA Overlay Knox Co
- HMA Overlay SR55 - Benton Co
- I69 Pavement Restoration Grant Co
- I69 Pavement Restoration Vanderburgh Co
- HMA Overlay SR129 - Ripley Co
- HMA Overlay US6 - Dekalb and Noble Co
- HMA Overlay US231 - Putnam Co
- HMA Overlay SR 250 - Switzerland Co
- US - 30 Concrete Pavement Restoration in Allen Co

Safety:

- US 20 Auxiliary Lanes LaPorte Co
- Aux Lanes US231 - Tippecanoe Co
- Grade Separation over Norfolk Southern Railroad in Tipton Co - US31
- Grade Separation over Elkhart Western Railroad in Marshall Co - US31
- Slide Cor SR156 - Ohio and Switzerland Co

AMENDMENT #1
To
The MEMORANDUM OF UNDERSTANDING
Between
THE INDIANA STATE BUDGET AGENCY
And
THE INDIANA DEPARTMENT OF TRANSPORTATION
For
CONTRACT No. 0000000000000000000060479

This First Amendment (“Amendment”) to the Memorandum of Understanding (“MOU”) entered on February 14, 2022 is made by and between the Indiana State Budget Agency (“SBA”), and the Indiana Department of Transportation (“INDOT”), jointly referred to as the “PARTIES.” This Amendment shall be effective as of the date of approval by both PARTIES.

RECITALS

WHEREAS, SBA, an 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); and

WHEREAS, INDOT has the authority under Title 8, Article 23 of the Indiana Code to carry out the State’s public transportation responsibilities; and

WHEREAS, INDOT and SBA entered into a MOU concerning the administration of funding distributed under the ARPA on February 14, 2022 (the “MOU”)

WHEREAS, Pursuant to Section VIII Modification of the MOC, the following amendments are made to the MOU;

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants contained herein, the PARTIES agree as follows:

1. **Attachment A** of the MOU is deleted in its entirety and is hereby substituted with **Attachment A-1** (attached and herein incorporated by reference).

2. **The following is added as Section XIV:**

a. For purposes of reporting and tracking, the following appropriations from P.L. 165-2021 are considered revenue replacement (SLFRF Final Rule FAQ 13.14 and 13.15).

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>

i. Next Level Connections Fund \$1,105,000,000.

b. For appropriations described in Section XIV.a., the following 2 CFR 200 references apply:

Subpart D Post Federal Award Requirements

- 200.300 Statutory and national policy requirements.
- 200.302 Financial management.
- 200.303 Internal controls.
- 200.328 Financial reporting.
- 200.329 Monitoring and reporting program performance.
- Record Retention and Access (2 C.F.R. 200.334 – 200.338) o 200.334 Retention

requirements for records.

- o 200.335 Requests for transfer of records.
- o 200.336 Methods for collection, transmission, and storage of information.
- o 200.337 Access to records.
- o 200.338 Restrictions on public access to records.

Subpart E – Cost Principles

- 200.400(a) - (c), and (e) Policy guide.
- 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
- 200.404(e) Reasonable costs.

- c. For the appropriations described in Section XIV.a., the agency should not deviate from its established practices and policies regarding the incurrence of costs, and that it should expend and account for the funds in accordance with laws and procedures for expending and accounting for the recipient's own funds. Recipients' use of revenue replacement funds remains subject to the other applicable requirements of the SLFRF program, including among other things the deadlines for obligations and expenditures and the application of federal antidiscrimination requirements.

3. Any requirement of the Original MOU that conflicts with any part of Section XIV (above) is superseded by this Amendment, unless otherwise specified in writing by the PARTIES.

4. All other terms of the Original MOU not specifically amended herein shall continue in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

Indiana Department of Transportation

Indiana State Budget Agency

By: [Redacted Signature]
29FA08AE95824D5...

By: [Redacted Signature]
C08285FB886741A...

Title: Deputy Commissioner and CFO

Title: State Budget Director

Date: 2/20/2023 | 16:17 EST

Date: 2/21/2023 | 09:46 EST

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

Attachment A-1

Executive Summary Our transportation network is one of Indiana's most critical and valuable assets. By improving connectivity throughout the state via multiple modes of transportation, INDOT will look to expand and grow efficient transportation offerings in both rural and urban areas bolstering the economy for all Hoosiers during the global pandemic and into the future. Throughout the pandemic INDOT did not slow down or stop any projects; several construction projects were pushed forward to be completed sooner than expected. The State of Indiana enhanced connectivity also provides the ability to move the goods and services that will form the underpinnings of a healthy and vibrant economy of Indiana and the country. INDOT also recognizes the critical links between mobility and societal goals and uses these to enhance Indiana's economy, social equity, and quality of life. Next Level Roads is a statewide initiative to elevate Indiana's economic competitiveness and quality of life for all Hoosiers through investment in transportation infrastructure. These funds will allow us to build and expand this program to even greater heights by continuing to build on taking care of what we have, finishing what we have started and building for the future.

Scope of Work

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- US-31 276th Street Interchange in Hamilton County

I-69 Section 6: Contracts 4 and 5, <https://i69finishline.com/>

Bridges:

- Br Deck work I69 - Grant and Huntington Co
- US 31 New Bridge over RR Marshall Co
- Floyd Co Bridge over Ohio River
- Small structure work I469 - Allen Co
- Br Deck replacement & interchange mod I469 - Allen Co
- I69 Br Deck Overlays - Gibson and Pike Co
- Br Replacement US 41 - Gibson Co
- Replace Super & pavement SR22 - Grant Co
- US - 30 Us 30@.-Crooked Creek, Bridge Replacement in Porter Co
- US - 30 Bridge over Tippecanoe River, 0.28 miles S of SR 10.
- US - 30 Small Structure Replacements in Porter Co
- US - 30 WB Bridge over SR 15, 09.12 Miles West of SR 13.
- US - 31 NB Bridge over Wabash River, 2 Roads, 0.15 miles S of US 24.
- US - 31 Small Structure Replacement in Marshall Co
- US - 31 US 20 WB over US 20 WB/EB LINCOLN WAY, 01.69 S I-90
- US - 31 Substructure Repair and Rehab in Cass Co
- Replace Superstructure on US27 over N&S Railroad in Wayne County

Added Travel Lanes:

- I-65 ATL Tippecanoe Co
- ATL on US 20 - Elkhart Co

Pavement Replacement:

- US 50 HMA Overlay Knox Co
- HMA Overlay SR55 - Benton Co
- I69 Pavement Restoration Grant Co
- I69 Pavement Restoration Vanderburgh Co
- HMA Overlay SR129 - Ripley Co
- HMA Overlay US6 - Dekalb and Noble Co

- HMA Overlay US231 - Putnam Co
- HMA Overlay SR 250 - Switzerland Co
- US - 30 Concrete Pavement Restoration in Allen Co
- Pavement Replacement on SR 114 in Newton/Jasper Counties

Safety:

- Aux Lanes US231 - Tippecanoe Co
- Grade Separation over Norfolk Southern Railroad in Tipton Co - US31
- Grade Separation over Elkhart Western Railroad in Marshall Co - US31
- Slide Cor SR156 - Ohio and Switzerland Co
- SR66 Intersection Improvement Warrick County

MEMORANDUM OF UNDERSTANDING

Amendment #2

Contract # 000000000000000000060479

This is the Second Amendment to the Memorandum of Understanding 60479 (the "MOU") entered into by and between the Indiana State Budget Agency ("SBA") and the Indiana Department of Transportation ("INDOT").

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 INDOT 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 Transportation

By: [Redacted Signature]
29FA08AE95824D5...

Title: Deputy Commissioner and CFO

Date: 6/7/2023 | 12:58 EDT

Indiana State Budget Agency

By: [Redacted Signature]
C08285FB886741A...

Title: State Budget Director

Date: 6/19/2023 | 09:05 EDT

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