

Contract #0000000000000000000069632

MEMORANDUM OF UNDERSTANDING

Between the

INDIANA STATE BUDGET AGENCY

the INDIANA STATE POLICE

and the

INDIANA DEPARTMENT OF HOMELAND SECURITY

This Memorandum of Understanding (“MOU”) is entered into by and between the Indiana State Police (“ISP”), the Indiana Department of Homeland Security (“IDHS”), 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 the funds from the federal American Rescue Plan Act (“ARPA”), section 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, ISP has authority under Indiana Code § 10-11-2-21 to enforce the law; and

WHEREAS, IDHS has the authority under Indiana Code § 10-19-3-3 to plan for and coordinate the State’s response and recovery from an emergency or disaster situation; and

WHEREAS, under P.L. 165-2021 (HEA 1001), the Indiana General Assembly appropriated **\$500,000.00** to ISP for the purpose of a Multi Agency Cooperative (MAAC) Firefighter Regional Training Pilot; and

WHEREAS, ISP delegates its authority under P.L. 165-2021 (HEA 1001) to IDHS for the purpose of administering the funds appropriated by the Indiana General Assembly for the MAAC Firefighter Regional Training Pilot program; and

WHEREAS, the parties enter into this 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 IDHS for necessary expenditures in compliance with the Act, as more fully set forth in **Attachment A**, (the “Program”) and provide guidance to IDHS for the purpose of complying with the 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: 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: \$500,000
- g. Statutory Eligible Uses:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
 2. To respond to the 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;
 3. 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; or
 4. To make necessary investments in water, sewer or broadband infrastructure.
- h. Period of time sub-state agency can obligation funds:
1. **Federal Covered Period:** The federal covered period to obligate CSFRF funds is March 3, 2021, through December 31, 2024.
 2. **State Covered Period (State Appropriation):** The funds listed in this MOU were appropriated by the Indiana General Assembly in P.L. 165-2021 (HEA 1001). FY 2022 and FY 2023 appropriations will expire on June 30, 2023. Any funds not obligated by June 30, 2023, will revert to SBA CSFRF Fund.
- i. Period of time sub-state agency can expend funds: Fund must be 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, terms and conditions of the award. The eligible use of these funds is described in Section II.g.3 of this MOU.
- 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for the Federal Awards
 - 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 Access (2 CFR 200.334-200.338)
 - 200.334 Retention requirements for records
 - 200.335 Requests for transfer of records
 - 200.336 Method for collection, transmission, and storage of information
 - 200.337 Access to records
 - 200.338 Restrictions on public access to records
- k. Compliance with the 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. 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:
- Subpart E – Cost Principles
 - 200.400(a) through (c) and (e) Policy guide.
 1. 200.403(a), (c), (d), (g), and (h) Factors affecting allowability of costs.
 2. 200.404(e) Reasonable costs.
- n. Matching requirements: None.
- o. Indirect costs: None.

III. Term

This MOU shall be in effect from July 1, 2022, 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 of 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. ISP delegates to IDHS authority to administer the funds appropriated by the Indiana General Assembly to ISP under P.L. 165-2021 (HEA 1001).
- b. SBA agrees to provide IDHS from the Act an amount not to exceed the amount listed in Section II.f, which may be amended from time to time. IDHS agrees to return to SBA any unused funds.
- c. IDHS will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
- d. IDHS acknowledges that it is a sub-state agency as the term is used in the State Board of Accounts manual.
- e. IDHS will administer the Program in accordance with federal laws and guidance of the Act, U.S. Treasury guidance and policies and SBA policies and procedures, State Board of Accounts guidance on administration and tracking of federal COVID funds, and any policies or procedures implemented by IDHS for administration of the Program. IDHS's responsibility to administer the program include:
 1. Provide communication and quarterly reports to the Director of OMB and the Director of SBA regarding the status of the Program, including a detailed breakdown of expenditures reimbursed under the Program and an explanation of why those expenditures were necessary to respond to the public health emergency.
 2. SBA will assist IDHS as necessary with the administration of the Program.

V. ARPA Reporting Requirements

- a. IDHS agrees to provide SBA with timely information that allows SBA to comply with reporting requirements of the Act. This includes interim reports, Program and Expenditure Reports, and Recovery Plan Reports. IDHS agrees to record all obligations and expenditures related to this appropriation in PeopleSoft, using the project number(s) assigned by SBA. Project is 385ARPMACCTRAIN. IDHS shall not use other project numbers unless approved by SBA.
- b. IDHS agrees to provide information by deadlines established by SBA.
- c. IDHS agrees to collect data from subawards and contracts as required by SBA.

VI. Records Retention

IDHS agrees to maintain records to support compliance with the 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 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 Act payments and all documents related to such contracts;
- f. Grant agreements and grant subaward agreements entered into using Act payments and all documents related to such awards;
- g. All documentation of reports, audits, and other monitoring of contracts, subcontracts, grant awards and grant recipient subawards;
- h. All internal and external email/electronic communications related to use of Act payments; and
- i. All investigative files and inquiry reports involving Act payments.

IDHS will maintain records for a period of five years after final payment is made using Act funds. These record retention requirements are applicable to all prime recipient and their grantees, subgrant recipients,

contractors, and other levels of government that received transfers of Act payments from prime recipients.

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

VII. SEFA Reporting

IDHS will identify Emergency Act expenditures separately on its Schedule of Expenditures of Federal Award (SEFA).

VIII. Modifications

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

IX. Transfer of Funds to Another State Agency

IDHS 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 Homeland Security
Attn: Jonathan Whitham
302 West Washington Street IGCS – E208
Indianapolis, IN 46204
jwhitham@dhs.in.gov

Indiana State Police
Attn: Mickey James, Chief Financial Officer
IGCN 100 N. Senate Ave
Indianapolis, IN 46204
Mjames4@isp.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.

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, ISP, and IDHS 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 State Police

By: [Redacted Signature]
47690B3DA57540B...

Title: Chief Financial Officer

Date: 12/19/2022 | 04:58 PST

Indiana Department of Homeland Security

By: [Redacted Signature]
19E1B5F3E0F8408...

Title: General Counsel

Date: 12/19/2022 | 15:38 EST

Indiana State Budget Agency

By: [Redacted Signature]
146176A8F62D4C8...

Title: State Budget Director

Date: 12/19/2022 | 16:35 EST

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

Attachment A

Funds will be used to support the Multi Agency Academic Cooperative (MAAC) Firefighter Regional Training Pilot Program.

Funds will be used for:

- Fire and rescue certification program for high school students
- Simulator based training for first responders
- Firefighter Academy
- Scenario based training for first responders
- Administrative expenses, including personnel, technology, operation, and maintenance

MEMORANDUM OF UNDERSTANDING

Amendment #1

Contract # 000000000000000000069632

This is the First Amendment to the Memorandum of Understanding 69632 (the "MOU") entered into by and between the Indiana State Budget Agency ("SBA"), the Indiana Department of Homeland Security ("IDHS") and the Indiana State Police ("ISP").

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.

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In Witness Whereof, The SBA, IDHS and ISP 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 State Police

By: [Redacted Signature]
47690B3DA57540B...

Title: Chief Financial Officer

Date: 6/6/2023 | 07:12 PDT

Indiana Department of Homeland Security

By: [Redacted Signature]
19E1B5F3E0F8408...

Title: Chief of Staff

Date: 6/13/2023 | 09:37 EDT

Indiana State Budget Agency

By: [Redacted Signature]
146176A8F62D4C8...

Title: State Budget Director

Date: 6/13/2023 | 12:58 EDT

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