

## MEMORANDUM OF UNDERSTANDING

Between the

**INDIANA STATE BUDGET AGENCY**

and the

**INDIANA ARTS COMMISSION**

This Memorandum of Understanding is entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Arts Commission (“IAC”). The parties mutually agree to the terms and conditions set forth herein.

**WHEREAS**, SBA, an agency of the Office of Management and Budget (“OMB”), is designated by OMB to accept and administer funds from the federal Coronavirus Aid, Relief and Economic Security (CARES) Act, Pub.L. 116–136; and

**WHEREAS**, IAC has authority under Indiana Code § 4-23-2-2 to stimulate and encourage throughout the State the study and presentation of the performing and fine arts and public interest and participation in the performing and fine arts; 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 IAC for necessary expenditures related to the State’s response to the COVID-19 public health emergency, as more fully set forth in Attachment A, (the “Program”) and provide guidance to IAC for the purpose of complying with federal requirements under 2 C.F.R. 200.

### **II. Grant Information**

- a) CFDA number and name: **21.019**
- b) Federal Award Name: **Coronavirus Relief Fund (“CRF”)**
- c) Federal Award Identification Number: **N/A**
- d) Federal Award Date: **March 27, 2020**
- e) Name of Federal Agency: **U.S. Treasury**
- f) Total Amount of Funds obligated to the sub state agency: **\$10,000,000.00 of which up to \$30,000 may be used for administration of the program.**
- g) Period of time sub state agency can obligate funds: start and end date. **The CRF funds may be used to cover expenditures that were incurred between March 1, 2020, and December 30, 2020.**

- h) Period of time to sub state agency can liquidate funds: start and end date: **The CRF funds may be used to cover expenditures that were incurred by December 30, 2020. Liquidation period, although not defined, is expected to be no later than 90 days after the close of the calendar year.**
- i) Requirements imposed on the sub-state agency so that the award is used in accordance with Federal statutes, regulations and the terms and conditions of the award. **The federal funds are considered federal financial assistance subject to the Single Audit Act of (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Grant Guidance; 2 C.F.R. § 200.303 regarding internal controls, 2 C.F. R. § § 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. In addition, guidance from the Department of Treasury.**
- j) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**
- k) Match requirements: **None.**
- l) Reporting requirements: IAC must encumber on a purchase order all contractual and grant agreement amounts spent with Coronavirus Relief Funds in PeopleSoft, preferably in the IAC Department of Treasury PeopleSoft Fund. Where amounts are encumbered outside of the IAC Department of Treasury PeopleSoft Fund and transferred to the Coronavirus Relief Fund via journal entry, IAC must attach a spreadsheet with Vendor and PO details to the journal entry so that OMB/SBA can comply with Department of Treasury Reporting Requirements.

(All contracts, grants, loans, transfers to other government entities, or direct payments greater than or equal to \$50,000 must be disclosed by OMB/SBA in the Department of Treasury's GrantSolutions portal within 10 calendar days of the end of each quarter until October 20, 2021.)

IAC shall provide a list of all subrecipients as defined in 2 CFR 200.330 and the amount of the award as part of IAC's monthly report.

IAC should inquire with its CRF vendors if they are registered in SAM and if they have a DUNS number. If DUNS numbers are received, these should be forwarded to OMB/SBA as part of IAC's monthly report.

### III. Term

The MOU shall be in effect from August 10, 2020, through April 30, 2021.

When the Director of the SBA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memoranda, the memoranda shall be canceled. A

determination by the Director of the SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

#### **IV. Obligations of the Parties**

The parties agree to the following obligations under this MOU:

1. SBA agrees to provide IAC from the CARES Act an amount not to exceed the amount listed in Section II(f), which may be amended from time to time. IAC agrees to return to SBA any unused funds.
2. IAC will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
3. IAC acknowledges that it is a Sub-State Agency as that term is used in the State Board of Accounts manual.
4. IAC will administer the Program in accordance with federal laws and guidance of the CARES Act, US Treasury guidance and policies, OMB and SBA policies and procedures, State Board of Accounts guidance on administration and tracking of COVID-19 funds, and any policies or procedures implemented by IAC for administration of the program. IAC's responsibilities to administer the Program include:
  - a. Provide communications and monthly reports to the Director of the OMB and the Director of SBA no later than ten (10) days after the end of the month 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;
  - b. Cooperate with any audit regarding use of Program funds by State Board of Accounts or as otherwise required under the CARES Act or other federal law.
5. SBA will assist IAC as necessary with the administration of the Program.

#### **V. Records Retention**

IAC agrees to maintain records to support compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). This may include, but is not limited to, copies of the following:

1. general ledger and subsidiary ledgers used to account for (a) the receipt of Coronavirus Relief Fund payments and (b) the disbursements from such payments to meet eligible expenses related to the public health emergency due to COVID-19;
2. budget records for 2019 and 2020;
3. payroll, time records, human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
4. receipts of purchases made related to addressing the public health emergency due to COVID-19;
5. contracts and subcontracts entered into using Coronavirus Relief Fund payments and all documents related to such contracts;

6. grant agreements and grant subaward agreements entered into using Coronavirus Relief Fund payments and all documents related to such awards;
7. all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipient and subrecipients;
8. all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards;
9. all internal and external email/electronic communications related to use of Coronavirus Relief Fund payments; and
10. all investigative files and inquiry reports involving Coronavirus Relief Fund payments.

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

#### **VI. SEFA Reporting**

IAC will identify Emergency Acts expenditures separately on the IAC Schedules of Expenditures of Federal Awards (SEFA).

Personnel expenses reimbursed by CRF funds must meet the requirements of the program as provided by the U.S. Department of Treasury.

#### **VII. Modifications**

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

#### **VIII. 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](mailto:LiAcobert@sba.IN.gov)

Indiana Arts Commission  
Attn: Miah Michaelsen  
100 N. Senate Ave., Room n505  
Indianapolis, Indiana 46204  
[mmichaelsen@IAC.IN.gov](mailto:mmichaelsen@IAC.IN.gov)

**IX. 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.

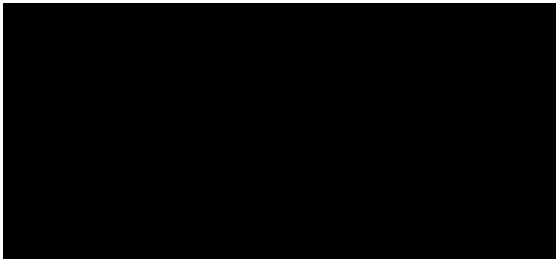
**X. Entire Agreement**

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

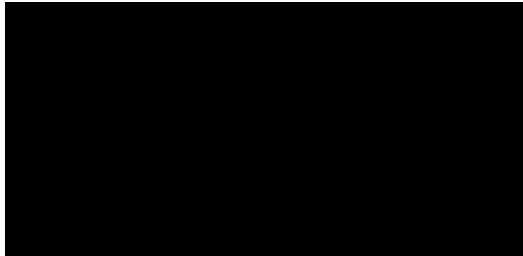
**XI. Non-Collusion and Acceptance**

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 Agreement other than that which appears on the face of this Agreement.

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



Miah Michaelsen  
Indiana Arts Commission



Zachary Q. Jackson, Director  
State Budget Agency

DATE: 10/2/2020

DATE: 10/5/2020

## **ATTACHMENT A**

### **Scope of Services**

#### **Description:**

The IAC will provide grant administration and management functions and activities in support of the Arts, Cultural, Destination Marketing Organization Support Grant Program, “The Program” which has the goal of providing operating support to arts and cultural organizations, local events, and tourism organizations whose normal business has been interrupted due to COVID-19. “The Program” will be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law.