

# MEMORANDUM OF UNDERSTANDING

Between the

**INDIANA STATE BUDGET AGENCY**

and the

**INDIANA ECONOMIC DEVELOPMENT CORPORATION**

This Memorandum of Understanding is entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Economic Development Corporation (“IEDC”). 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**, IEDC is an independent body corporate and politic, not a department or agency of the state, but is an independent instrumentality exercising essential government functions (IC 5-28-3-2); 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 that IEDC will coordinate the State’s business response to the COVID-19 public health emergency by acting as the State of Indiana’s purchasing agent for equipment and other resources as necessary and then coordinating the distribution of such equipment and resources to public and private recipients as needed (the “Program”).

## **II. Term**

The MOU shall be in effective from March 20, 2020 through January 31, 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.

## **III. Obligations of the Parties**

The parties agree to the following obligations under this MOU:

1. SBA agrees to provide IEDC from the CARES Act an amount not to exceed \$160,000.00, which may be amended from time to time.

2. IEDC will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
3. IEDC 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 IEDC for administration of the Program. IEDC's responsibilities to administer the Program include:
  - a. Provide communications and monthly reports to the Director of the OMB and the Director of SBA regarding the status of the Program; and
  - 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.
4. SBA will assist IEDC as necessary with the administration of the Program.

#### **IV. Modifications**

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

#### **V. 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 Economic Development Corporation  
Attn: General Counsel  
One North Capitol Avenue, Suite 700  
Indianapolis, IN 46204  
pfowler@iedc.IN.gov

#### **VI. 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.

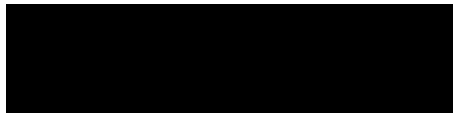
#### **VII. Entire Agreement**

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

**VIII. 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 IEDC 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.



James A. Schellinger  
Indiana Secretary of Commerce



State Budget Agency

DATE: May 28, 2020

DATE: May 29, 2020

**AMENDMENT #1**  
**SBA-IEDC MOU Regarding CARES Act Relief Programs**

This is an Amendment to the Memorandum of Understanding (the “MOU”) entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Economic Development Corporation (“IEDC”).

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

A. Pursuant to Section IV of the MOU, the Following Section I.A. is added to the MOU:

**I.A. Grant Information**

- a) CFDA number and name: **21.019, pending completion of registration by the U.S. Treasury**
- 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) Federal Award project description: **see Attachment A and B**
- g) Total Amount of Funds obligated to the subrecipient: **\$175,000,000.00 for Attachment A, \$31,930,000.00 for Attachment B**
- h) Period of time subrecipient can obligate funds: start and end date. **The CRF funds may be used to cover expenditures that were made between March 1, 2020, and December 30, 2020.**
- i) Period of time subrecipient can liquidate funds: start and end date: **The CRF funds may be used to cover expenditures that were made by December 30, 2020.**
- j) Requirements imposed on the subrecipient 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. § 200.300 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.**
- k) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**
- l) Match requirements: **None.**

B. Pursuant to Section IV of the MOU, Section III of the MOU is amended to provide:

**III. Obligations of the Parties**

The parties agree to the following obligations under this MOU:

1. SBA agrees to provide IEDC from the CARES Act an amount not to exceed \$206,930,000.00 which may be amended from time to time. IEDC agrees to return to SBA any unused funds.
2. IEDC will follow federal expenditure procedures as outlined in the State Board of Accounts manual.
3. IEDC acknowledges that it is a subrecipient as that term is used in 2 C.F.R. 200.
4. IEDC 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 IEDC for administration of the Program. IEDC's responsibilities to administer the Program include:
  - a. Provide communications and monthly reports to the Director of the OMB and the Director of SBA regarding the status of the Program; and
  - 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, including allowing SBA access to IEDC's financial statements as necessary to comply with the requirements of 2 C.F.R. 200.
5. SBA will assist IEDC as necessary with the administration of the Program.

C. Pursuant to Section IV of the MOU, Appendix A attached to this Amendment 1 is hereby incorporated into the MOU as Appendix A.

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

*Non-Collusion and Acceptance*

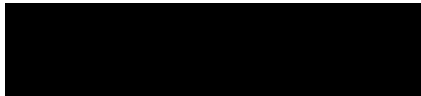
The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, 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 IEDC 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.



Indiana Secretary of Commerce



State Budget Agency

DATE: June 30, 2020

DATE: 7/9/2020

## ATTACHMENT A

The Indiana Economic Development Corporation is working to help secure increased demand for PPE. IEDC is partnering with Indiana manufacturers and distributors that are shifting production to increase capacity for PPE, retooling, and creating new entities to support critical PPE demand for hospitals, first responders, long-term care facilities and health care providers treating COVID-19 patients.

Additionally, the IEDC launched the Indiana Small Business PPE Marketplace on May 6, 2020, to connect small businesses and nonprofits with reliable access to PPE, ensuring Indiana organizations have the critical supplies needed to safely reopen. This is available at no cost for eligible businesses with fewer than 150 employees.

The following businesses qualify for the PPE Marketplace:

- Businesses or nonprofit organizations registered to do business in Indiana with the Indiana Secretary of State
- Those employing less than 150 associates
- An organization that must use PPE to reopen and comply with safe workplace requirements, such as restaurants, retail sales, personal services, and office environments.

The PPC Marketplace bundles will consist of masks, hand sanitizer and face shields in amounts that vary based on the size of the qualifying business. Due to resource limitations, some orders will only be partially filled. Businesses should try to order PPE, using state market place as a backup.

## ATTACHMENT B

The IEDC is implementing and managing the Small Business Restart Grant program (“the Program”). The purpose of the Program is to help accelerate the speed of economic recovery activity by providing working capital to cover certain expenses related to the novel coronavirus (COVID-19) global pandemic.

Indiana businesses with the following qualifications are eligible:

- Fewer than 50 employees at the end of 2019
- Less than \$5 million in annual revenue at the end of 2019
- Demonstrated profitability in 2019
- Demonstrated minimum 40% drop in revenue (month over month)

Eligible businesses can be reimbursed for up to 80% of qualified expenses for business interruption up to:

- \$2,500 for each month in which the business demonstrates a revenue loss of at least 40%
- \$5,000 for each month in which the business demonstrates a revenue loss of at least 80%
- \$10,000 per company

Businesses that received funds through the Paycheck Protection Program (PPP), Economic Injury Disaster Loan (EIDL) or Community Development Block Grant – OCRA programs are ineligible to participate in this Program.

Applications will be accepted from June 3 through Sept. 30, pending the availability of funds.

Program budget:

- \$30,000,000 in direct grant funding
- \$200,000 in grant administration
- \$130,000 for application review support
- \$1,600,000 for marketing

Of the \$30 million allocated to the fund, at least \$5 million will be reserved for certified minority- and women-owned businesses.



**AMENDMENT #2**  
**SBA-IEDC MOU Regarding CARES Act Relief Programs**

This is an Amendment to the Memorandum of Understanding (the “MOU”) entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Economic Development Corporation (“IEDC”).

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

A. Pursuant to Section IV of the MOU, the Section I.A. is amended as follows:

**I.A. Grant Information**

- a) CFDA number and name: **21.019, pending completion of registration by the U.S. Treasury**
- 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) Federal Award project description: **see Attachment A and B**
- g) Total Amount of Funds obligated to the subrecipient: **\$189,680,000.00 for Attachment A, \$31,930,000.00 for Attachment B**
- h) Period of time subrecipient 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.**
- i) Period of time subrecipient 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.**
- j) Requirements imposed on the subrecipient 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. § § 200.300 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.**
- k) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**

I) Match requirements: **None.**

B. Pursuant to Section IV of the MOU, the Following Section III.A. is added to the MOU:

**III.A. Record Retention**

IEDC 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.

IEDC 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.

C. Pursuant to Section IV of the MOU, the Following Section III.B. is added to the MOU:

**III.B. SEFA Reporting**

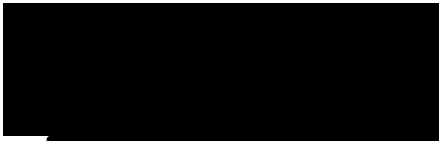
IEDC will identify Emergency Acts expenditures separately on the IEDC Schedules of Expenditures of Federal Awards (SEFA).

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

*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 IEDC 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.

 or)

Zachary Q. Jackson, Director  
State Budget Agency

DATE: July 23, 2020

**AMENDMENT #3**  
**SBA-IEDC MOU Regarding CARES Act Relief Programs**

This is an Amendment to the Memorandum of Understanding (the “MOU”) entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Economic Development Corporation (“IEDC”).

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

A. Pursuant to Section IV of the MOU, the Section I.A. is amended as follows:

**I.A. 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) Federal Award project description: **see Attachment A and B**
- g) Total Amount of Funds obligated to the subrecipient: **\$214,680,000.00 for Attachment A, \$31,930,000.00 for Attachment B**
- h) Period of time subrecipient 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.**
- i) Period of time subrecipient 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.**
- j) Requirements imposed on the subrecipient 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. § § 200.300 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.**
- k) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**
- l) Match requirements: **None.**

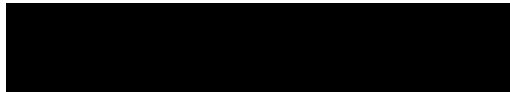
*Non-Collusion and Acceptance*

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 IEDC 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.



Indiana Secretary of Commerce



Zachary Q. Jackson, Director  
State Budget Agency

DATE: July 29, 2020

DATE: 7/29/2020

**AMENDMENT #4**  
**SBA-IEDC MOU Regarding CARES Act Relief Programs**

This is an Amendment to the Memorandum of Understanding (the “MOU”) entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Economic Development Corporation (“IEDC”).

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

A. Pursuant to Section IV of the MOU, the Section I.A. is amended as follows:

**I.A. 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) Federal Award project description: **see Attachment A and B**
- g) Total Amount of Funds obligated to the subrecipient: **\$214,680,000.00 for Attachment A, \$32,175,000.00 for Attachment B**
- h) Period of time subrecipient 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.**
- i) Period of time subrecipient 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.**
- j) Requirements imposed on the subrecipient 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.**
- k) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**
- l) Match requirements: **None.**

B. Pursuant to Section IV of the MOU, the program budget in Attachment B is amended as follows:

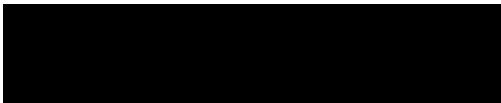
Program budget:

- \$30,000,000 in direct grant funding
- \$200,000 in grant administration
- \$375,000 for application review support
- \$1,600,000 for marketing

*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 IEDC 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.



Indiana Secretary of Commerce



Zachary Q. Jackson, Director  
State Budget Agency

DATE: August 27, 2020

DATE: 9/1/2020

**AMENDMENT #5**  
**SBA-IEDC MOU Regarding CARES Act Relief Programs**

This is an Amendment to the Memorandum of Understanding (the “MOU”) entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Economic Development Corporation (“IEDC”).

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

A. Pursuant to Section IV of the MOU, Section I.A. is amended as follows:

**I.A. 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) Federal Award project description: **see Attachment A and B**
- g) Total Amount of Funds obligated to the subrecipient: **\$218,680,000.00 for Attachment A, \$32,325,000.00 for Attachment B**
- h) Period of time subrecipient 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.**
- i) Period of time subrecipient 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.**
- j) Requirements imposed on the subrecipient 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.**



k) Indirect cost rate or cost allocation that can be charged to the federal grant: **None at this time.**

l) Match requirements: **None.**

B. Pursuant to Section IV of the MOU, Section III(3)(a) is amended as follows:

- 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;

C. Pursuant to Section IV of the MOU, the following Section III.A. is added to the MOU:

### **III.A. Records Retention**

IEDC 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, 2020, and 2021;
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. IEDC 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.

D. Pursuant to Section IV of the MOU, the following Section I.C. is added to the MOU:

**III.B. SEFA Reporting**

IEDC will identify Emergency Acts expenditures separately on the IEDC 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.

E. Pursuant to Section IV of the MOU, the program budget in Attachment B is amended as follows:

Program budget:

- \$30,000,000 in direct grant funding
- \$350,000 in grant administration
- \$375,000 for application review support
- \$1,600,000 for marketing

*Non-Collusion and Acceptance*

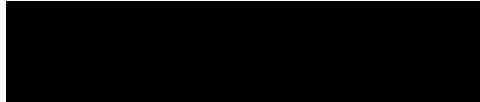
The undersigned attests, subject to the penalties for perjury, that he/she is the agreeing party, or that he/she is the representative, agent, member or officer of the agreeing party, that he/she has not, nor has any other member, employee, representative, agent or officer of the division, firm, company, 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 IEDC 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.



Indiana Secretary of Commerce

DATE: October 6, 2020



State Budget Agency

DATE: 10/8/2020

**AMENDMENT #6**  
**SBA-IEDC MOU Regarding CARES Act Relief Programs**

This is an Amendment to the Memorandum of Understanding (the “MOU”) entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Economic Development Corporation (“IEDC”).

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

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

A. Pursuant to Section IV of the MOU, Section I.A. is amended as follows:

**I.A. 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) Federal Award project description: **see Attachment A and B**
- g) Total Amount of Funds obligated to the subrecipient: **\$218,680,000.00 for Attachment A, \$32,325,000.00 for Attachment B**
- h) Period of time subrecipient 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 31, 2021.**
- i) Period of time subrecipient can liquidate funds: start and end date: **The CRF funds may be used to cover expenditures that were incurred by December 31, 2021. Liquidation period, although not defined, is expected to be no later than 90 days after the close of the calendar year.**
- j) Requirements imposed on the subrecipient 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.**

- k) Indirect cost rate or cost allocation that can be charged to the federal grant: **None.**
- l) Match requirements: **None.**

B. Pursuant to Section IV of the MOU, Section II is amended as follows:

**II. Term**

The MOU shall be in effective from March 20, 2020 through December 31, 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.

C. Pursuant to Section IV of the MOU, Section III.A. is amended as follows:

**III.A. Records Retention**

IEDC 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, 2020, 2021, and 2022;
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.

IEDC 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.

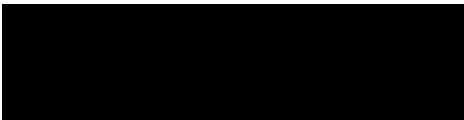
- D. The parties hereby agree that all other unamended terms and conditions set forth in the MOU shall remain the same and shall remain in full force and effect. All benefits, rights, obligations and responsibilities of the parties under the MOU shall transfer and operate under this Sixth Amendment and shall be construed and shall function as if the MOU had remained in effect continuously but with the amendment of the terms contained in this Sixth Amendment.

*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.

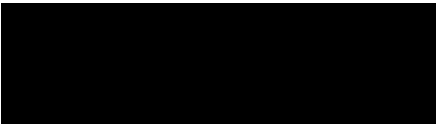
*Signatures on Following Page – Remainder of Page Intentionally Left Blank*

**In Witness Whereof**, SBA and IEDC 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.



Director Indiana Secretary of Commerce

DATE: February 11, 2021



Zachary Q. Jackson,  
State Budget Agency

DATE: 2/11/2021

**AMENDMENT # 7**  
**SBA-IEDC MOU Regarding CARES Act Relief Programs**

This is an Amendment to the Memorandum of Understanding (the “MOU”) entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Economic Development Corporation (“IEDC”).

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

1) Pursuant to Section IV of the MOU, Section I.A. of the MOU is amended as follows:

**I.A. 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) Federal Award project description: **see Attachment A, B & C**
- g) Total Amount of Funds obligated to the subrecipient:  
**\$217,013,246.00 for Attachment A**  
**\$74,410,000.00 for Attachment B**  
**\$1,666,754.00 for Attachment C**
- h) Period of time subrecipient 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, 2021.**
- i) Period of time subrecipient can liquidate funds: start and end date: **The CRF funds may be used to cover expenditures that were incurred by December 30, 2021. Liquidation period, although not defined, is expected to be no later than 90 days after the close of the calendar year.**
- j) Requirements imposed on the subrecipient 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.**

2) Pursuant to Section IV of the MOU, Section III(1) of the MOU is amended as follows:

**III. Obligations of the Parties**

The parties agree to the following obligations under this MOU:

1. SBA agrees to provide IEDC from the CARES Act an amount not to exceed **\$293,090,000.00** which may be amended from time to time. IEDC agrees to return to SBA any unused funds.

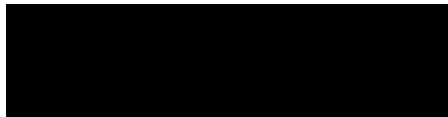
3) Pursuant to Section IV of the MOU, Attachments A and B are replaced with the Revised Attachments A and B, which are incorporated hereto. Pursuant

4) Pursuant to Section IV of the MOU, the attached Attachment C is incorporated into the MOU.

*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 IEDC 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.



James A. Schellinger  
Indiana Secretary of Commerce



Zachary Q. Jackson, Director  
State Budget Agency

DATE: February 18, 2021

DATE: 2/19/2021

## **REVISED ATTACHMENT A**

The IEDC is working to help secure increased demand for PPE, procuring PPE on behalf of the state, and other pandemic response efforts (including facilitating test, test site preparation and tracking on behalf of the Indiana Department of Health (“IDOH”). The IEDC is also managing the logistics of PPE receiving and warehousing of PPE by Langham Logistics through February of 2021.

Additionally, the IEDC launched the Indiana Small Business PPE Marketplace on May 6, 2020, as a temporary solution to connect small businesses and nonprofits with reliable access to PPE. On July 8 2020, the Marketplace was replaced by a PPE Directory (<https://backontrack.in.gov/ppedirectory.htm>).

Furthermore, the IEDC is making grant funding available to support the domestic production of surgical masks by Jordan Manufacturing. Throughout the course of the pandemic, supply chains have been broken, making access to basic PPE impossible at times. When PPE was available, third party brokers inflated pricing to a level of 1000% or more, demanding prepayment and often (in other states) not delivering product. Jordan Manufacturing has been a primary supplier of surgical masks for the State but has been reluctant to expand production capacity due to uncertainty in market trends. This grant will ensure that the State will have surgical mask needs met with reliable product at a reasonable rate.

**Budget** **\$217,013,246.00**

## **REVISED ATTACHMENT B**

The IEDC is implementing and managing programs in response to the economic crises caused by the novel coronavirus (COVID-19) global pandemic, including the Small Business Restart Grant program (“the Program”). The purpose of the Program is to help accelerate the speed of economic recovery activity by providing working capital to cover certain expenses related to the novel coronavirus (COVID-19) global pandemic.

Initially, businesses with the following qualifications were eligible to participate in the Program:

- Fewer than 50 employees at the end of 2019
- Less than \$5 million in annual revenue at the end of 2019
- Demonstrated profitability in 2019
- Demonstrated minimum 40% drop in revenue when comparing average 2019 monthly revenue to 2020 months submitted for reimbursement

Eligible businesses could be reimbursed for up to 80% of qualified expenses for business interruption up to:

- \$2,500 for each month in which the business demonstrates a revenue loss of at least 40%
- \$5,000 for each month in which the business demonstrates a revenue loss of at least 80%
- \$10,000 per company

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on September 21, 2020 so that business with the following qualifications were eligible to participate:

- Recipient of federal assistance through other programs (e.g. Payroll Protection Program, Economic Injury & Disaster Loan Program, Community Development Block Grants, etc.) were now eligible to apply to the Small Business Restart Grant Program
- Maximum reimbursable amount was increased from \$10,000 to \$20,000

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on November 4, 2020, so that businesses with the following qualifications were eligible to participate:

- Fewer than 75 employees at the end of 2019
- Less than \$5 million in annual revenue at the end of 2019
- Demonstrated profitability in 2019
- Demonstrated minimum 30% drop in revenue when comparing average 2019 monthly revenue to 2020 months submitted for reimbursement

Under the expanded Program, eligible businesses could be reimbursed for up to 80% of qualified expenses for business interruption up to:

- \$10,000 for each month in which the business demonstrates a revenue loss of at least 30%
- \$50,000 per company

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on December 21, 2020. The following changes were made:

- Increased small business eligibility from 75 to 100 full time employees at the end of 2019.
- Added payroll and insurance premium payments as qualified expenses  
Increased Revenue cap from \$5 million to \$10 million in annual revenue at the end of 2019

The Program terms may be further adjusted depending on the on-going nature of the COVID-19 global pandemic. Any changes in the terms will be documented in amendments to this MOU.

**Program budget:**

- **\$70,000,000 in grant funding and support**
- **\$4,4100,000 in grant support, marketing and other related expenses**

## ATTACHMENT C

Smart Manufacturing (SM) is the intersection of manufacturing and digitization (e.g. 3D printing equipment, industrial IoT infrastructure, cybersecurity, high speed communications infrastructure, energy resilience equipment). Furthermore, the recent COVID-19 Virus is showing how vulnerable our supply chains & manufacturing presence have become in the U.S. These two factors are combining to create a unique threat and opportunity to the entire manufacturing sector.

CICP and Next Level Manufacturing Institute, with the assistance of subject matter partners, will be able to quickly establish an impactful initiative. Specifically, these matching grants will function to expand critical knowledge and know-how, and lower the barriers to SM technology adoption and healthcare manufacturing equipment procurement at a time when Indiana manufacturers are faced with unprecedented challenges and needs to deploy smart technologies in reopening the workplace in the wake of COVID-19. This would help both to reassure and to reprioritize manufacturing dominance on a national and local Indiana level.

The CARES Act portion of the program provides incentives to manufacturing and healthcare companies to pivot into new lines of products to respond to the COVID-19 pandemic. To be eligible for CARES Act funding, companies need to demonstrate that the funding would be used to modifying exist product lines in order to produce high-demand PPE, such as gowns, masks, hand sanitizer, or face shields.

For requests for payment for CARES Reimbursement Funds or CARES Administrative Costs, the Grantees shall certify that all expenses reimbursed utilizing CARES Act Funds were expenses that: (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for prior to the COVID-19 pandemic; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2021. The Grantees will further certify that all funds reimbursed with CARES Act funding otherwise satisfy the requirements of the CARES Act, as set forth in Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act.

The Grantees shall further certify that all that any assistance received will be utilized strictly for reimbursement for qualified expenses incurred in connection with the Program. Qualified expenses shall not include any expense that the Company has utilized or intends to utilize Small Business Administration (SBA) Payment Protection Program (PPP) or Economic Injury Disaster Loan (EIDL) grant(s) or loan(s) towards. The Grantees shall acknowledge that failure to utilize CARES funds for qualified expenses may result in civil or criminal prosecution.

CARES Reimbursement Funds	\$1,626,101.00
Program Admin Costs	\$40,653.00
<b>Total Budget:</b>	<b>\$1,666,754.00</b>

**AMENDMENT # 8**  
**SBA-IEDC MOU Regarding CARES Act Relief Programs**

This is an Amendment to the Memorandum of Understanding (the “MOU”) entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Economic Development Corporation (“IEDC”).

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

1) Pursuant to Section IV of the MOU, Section I.A. of the MOU is amended as follows:

**I.A. 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) Federal Award project description: **see Attachment A, B & C**
- g) Total Amount of Funds obligated to the subrecipient:

**\$215,527,195 for Attachment A**

**\$135,770,000 for Attachment B**

**\$1,902,805 for Attachment C**

**\$500,00 for Attachment D**

- h) Period of time subrecipient 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, 2021.**
- i) Period of time subrecipient can liquidate funds: start and end date: **The CRF funds may be used to cover expenditures that were incurred by December 30, 2021. Liquidation period, although not defined, is expected to be no later than 90 days after the close of the calendar year.**
- j) Requirements imposed on the subrecipient 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.**

2) Pursuant to Section IV of the MOU, Section III(1) of the MOU is amended as follows:

**III. Obligations of the Parties**

The parties agree to the following obligations under this MOU:

1. SBA agrees to provide IEDC from the CARES Act an amount not to exceed **\$353,700,000** which may be amended from time to time. IEDC agrees to return to SBA any unused funds.

3) Pursuant to Section IV of the MOU, Attachments A, B, and C are replaced with the Revised Attachments A, B, and C, which are incorporated hereto.

4) Pursuant to Section IV of the MOU, Attachment D is attached hereto and incorporated herein.



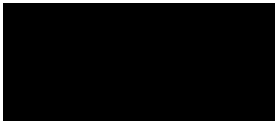
*Non-Collusion and Acceptance*

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 IEDC 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.



Jim Staton  
Interim Indiana Secretary of Commerce



4/28/2021

n

Director, State Budget Agency

## **REVISED ATTACHMENT A**

The IEDC is working to help secure increased demand for PPE, procuring PPE on behalf of the state, and other pandemic response efforts (including facilitating test, test site preparation and tracking on behalf of the Indiana Department of Health (“IDOH”)).

The IEDC is also managing the logistics of PPE receiving and warehousing of PPE by Langham Logistics through February of 2021.

Additionally, the IEDC launched the Indiana Small Business PPE Marketplace on May 6, 2020, as a temporary solution to connect small businesses and nonprofits with reliable access to PPE. On July 8, 2020, the Marketplace was replaced by a PPE Directory (<https://backontrack.in.gov/ppedirectory.htm>).

**Budget**        **\$215,527,195**

## **REVISED ATTACHMENT B**

The IEDC is implementing and managing programs in response to the economic crises caused by the novel coronavirus (COVID-19) global pandemic, including the Small Business Restart Grant program (“the Program”). The purpose of the Program is to help accelerate the speed of economic recovery activity by providing working capital to cover certain expenses related to the novel coronavirus (COVID-19) global pandemic.

Initially, businesses with the following qualifications were eligible to participate in the Program:

- Fewer than 50 employees at the end of 2019
- Less than \$5 million in annual revenue at the end of 2019
- Demonstrated profitability in 2019
- Demonstrated minimum 40% drop in revenue when comparing average 2019 monthly revenue to 2020 months submitted for reimbursement

Eligible businesses could be reimbursed for up to 80% of qualified expenses for business interruption up to:

- \$2,500 for each month in which the business demonstrates a revenue loss of at least 40%
- \$5,000 for each month in which the business demonstrates a revenue loss of at least 80%
- \$10,000 per company

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on September 21, 2020 so that business with the following qualifications were eligible to participate:

- Recipient of federal assistance through other programs (e.g. Payroll Protection Program, Economic Injury & Disaster Loan Program, Community Development Block Grants, etc.) were now eligible to apply to the Small Business Restart Grant Program
- Maximum reimbursable amount was increased from \$10,000 to \$20,000

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on November 4, 2020, so that businesses with the following qualifications were eligible to participate:

- Fewer than 75 employees at the end of 2019
- Less than \$5 million in annual revenue at the end of 2019
- Demonstrated profitability in 2019
- Demonstrated minimum 30% drop in revenue when comparing average 2019 monthly revenue to 2020 months submitted for reimbursement

Under the expanded Program, eligible businesses could be reimbursed for up to 80% of qualified expenses for business interruption up to:

- \$10,000 for each month in which the business demonstrates a revenue loss of at least 30%
- \$50,000 per company

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on December 21, 2020. The following changes were made:

- Increased small business eligibility from 75 to 100 full time employees at the end of 2019.
- Added payroll and insurance premium payments as qualified expenses  
Increased Revenue cap from \$5 million to \$10 million in annual revenue at the end of 2019

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on April 5, 2021: The following changes were made:

- Provided funding for expense reimbursement of eligible expenses for the following eligible companies (Based on NAICS Codes):
  - 721110 Hotels & Motels
  - 711310 Promoters of Performing Arts, Sports, and Similar Events with Facilities
  - 711320 Promoters of Performing Arts, Sports, and Similar Events without Facilities
  - 711110 Theater Companies and Dinner Theaters
  - 512131 Motion Picture Theaters (except Drive-Ins)
  - 512132 Drive-In Motion Picture Theaters :
- Eligible companies must meet the following parameters:
  - 60% revenue loss when comparing 2020 months to 2019 months (e.g. July 2019 compared to July 2020)
  - • Only Indiana operations are eligible for reimbursement
  - • Must still be operating
  - • \$10-35mm in 2019 revenue
  - • Maximum of 500 Full Time employees as of 2019
  - • Must have been in operation prior to Oct. 1, 2019
  - • Eligible months are: March 2020 – December 2021
  - • Monthly Reimbursement per company Cap: \$100,000
  - • Program total per company cap: \$1,000,000
- Eligible Expenses (when related to IN operations):
  - Mortgage, lease, rental payments on property
  - Utility Payments
  - Safety Improvements/PPE
  - Payroll Expenses
  - Insurance Premium Payments

The Program terms may be further adjusted depending on the on-going nature of the COVID-19 global pandemic. Any changes in the terms will be documented in amendments to this MOU.

**Program budget:**

- **\$130,000,000 in grant funding and support**
- **\$5,770,000 in grant support, marketing and other related expenses**

## REVISED ATTACHMENT C

Smart Manufacturing (SM) is the intersection of manufacturing and digitization (e.g. 3D printing equipment, industrial IoT infrastructure, cybersecurity, high speed communications infrastructure, energy resilience equipment). Furthermore, the recent COVID-19 Virus is showing how vulnerable our supply chains & manufacturing presence have become in the U.S. These two factors are combining to create a unique threat and opportunity to the entire manufacturing sector.

CICP and Next Level Manufacturing Institute, with the assistance of subject matter partners, will be able to quickly establish an impactful initiative. Specifically, these matching grants will function to expand critical knowledge and know-how, and lower the barriers to SM technology adoption and healthcare manufacturing equipment procurement at a time when Indiana manufacturers are faced with unprecedented challenges and needs to deploy smart technologies in reopening the workplace in the wake of COVID-19. This would help both to reassure and to reprioritize manufacturing dominance on a national and local Indiana level.

The CARES Act portion of the program provides incentives to manufacturing and healthcare companies to pivot into new lines of products to respond to the COVID-19 pandemic. To be eligible for CARES Act funding, companies need to demonstrate that the funding would be used to modifying exist product lines in order to produce high-demand PPE, such as gowns, masks, hand sanitizer, or face shields.

For requests for payment for CARES Reimbursement Funds or CARES Administrative Costs, the Grantees shall certify that all expenses reimbursed utilizing CARES Act Funds were expenses that: (1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; (2) were not accounted for prior to the COVID-19 pandemic; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2021. The Grantees will further certify that all funds reimbursed with CARES Act funding otherwise satisfy the requirements of the CARES Act, as set forth in Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act.

The Grantees shall further certify that all that any assistance received will be utilized strictly for reimbursement for qualified expenses incurred in connection with the Program. Qualified expenses shall not include any expense that the Company has utilized or intends to utilize Small Business Administration (SBA) Payment Protection Program (PPP) or Economic Injury Disaster Loan (EIDL) grant(s) or loan(s) towards. The Grantees shall acknowledge that failure to utilize CARES funds for qualified expenses may result in civil or criminal prosecution.

CARES Reimbursement Funds	\$1,862,152.00
Program Admin Costs	\$40,653.00
<b>Total Budget:</b>	<b>\$1,902,805.00</b>

## **ATTACHMENT D**

The IEDC is working with an independent third-party CPA to perform program compliance auditing and continuous monitoring of programs related to the CARES programs. The goals of this program are to ensure policy compliance for programs within this MOU through compliance audits and continuous monitoring for the period of the MOU. This program will proactively address compliance, risk mitigation, reconciliation and other applicable compliance and risk mitigation related services.

**Total Budget: \$500,000**

**AMENDMENT # 9**  
**SBA-IEDC MOU Regarding CARES Act Relief Programs**

This is an Amendment to the Memorandum of Understanding (the “MOU”) entered into by and between the Indiana State Budget Agency (“SBA”) and the Indiana Economic Development Corporation (“IEDC”).

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

1) Pursuant to Section IV of the MOU, Attachments A is replaced with the Revised Attachments A, which is incorporated hereto.



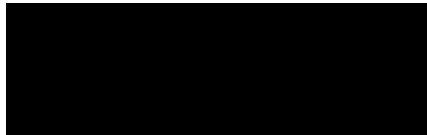
*Non-Collusion and Acceptance*

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 IEDC 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.



James M. Staton  
Interim Indiana Secretary of Commerce



Zachary Q. Jackson, Director  
State Budget Agency

DATE: 6/30/21

DATE: 6/30/2021

## **REVISED ATTACHMENT A**

The IEDC is working to help secure increased demand for PPE, procuring PPE on behalf of the state, and other pandemic response efforts (including facilitating test, test site preparation and tracking on behalf of the Indiana Department of Health (“IDOH”).

The IEDC is also managing the logistics of PPE receiving and warehousing of PPE by Langham Logistics through February of 2021.

Additionally, the IEDC launched the Indiana Small Business PPE Marketplace on May 6, 2020, as a temporary solution to connect small businesses and nonprofits with reliable access to PPE. On July 8, 2020, the Marketplace was replaced by a PPE Directory (<https://backontrack.in.gov/ppedirectory.htm>).

The budget for Attachment A shall be inclusive of the IEDC’s payroll, administrative, and related expenses related to responding to the COVID-19 pandemic, and the IEDC shall be reimbursed for such expenses. For the sake of clarity, Attachment A shall be inclusive of all employee time classified under payroll code 200126.

**Budget**                      **\$215,527,195**

**AMENDMENT # 10**  
**SBA-IEDC MOU Regarding CARES Act Relief Programs**

This is the Tenth Amendment to the Memorandum of Understanding (the “**MOU**”) entered into by and between the Indiana State Budget Agency (“**SBA**”) and the Indiana Economic Development Corporation (“**IEDC**”). This Amendment is effective upon the date of signature.

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

- 1) Pursuant to Section IV of the MOU, Attachment A is replaced with Revised Attachment A, which is incorporated hereto.
- 2) Pursuant to Section IV of the MOU, Attachment B is replaced with the Revised Attachment B which is incorporated hereto.

The parties hereby agree that all other unamended terms and conditions set forth in the Agreement shall remain the same and shall remain in full force and effect following the Effective Date. All benefits, rights, obligations, and responsibilities of the parties under the Agreement shall transfer and operate under First Amendment and shall be construed and shall function as if the Agreement had remained in effect continuously but with the amendment of the terms contained in this First Amendment.

*Signatures on the Following Page - Remainder of Page Intentionally Left Blank*

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*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 IEDC 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.

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Bradley B. Chambers  
Indiana Secretary of Commerce

10.29.2021

\_\_\_\_\_

Date

\_\_\_\_\_

Zachary Q. Jackson  
Director, State Budget Agency

11/2/2021

\_\_\_\_\_

Date

## **REVISED ATTACHMENT A**

The IEDC is working to help secure increased demand for PPE, procuring PPE on behalf of the state, and other pandemic response efforts (including facilitating test, test site preparation and tracking on behalf of the Indiana Department of Health (the “IDOH”).

The IEDC is also managing the logistics of PPE receiving and warehousing of PPE by Langham Logistic through February of 2021.

**Budget: 215,252,195.00**

## **REVISED ATTACHMENT B**

The IEDC is implementing and managing programs in response to the economic crises caused by the novel coronavirus (COVID-19) global pandemic, including the Small Business Restart Grant program (“the Program”). The purpose of the Program is to help accelerate the speed of economic recovery activity by providing working capital to cover certain expenses related to the novel coronavirus (COVID-19) global pandemic.

Initially, businesses with the following qualifications were eligible to participate in the Program:

- Fewer than 50 employees at the end of 2019
- Less than \$5 million in annual revenue at the end of 2019
- Demonstrated profitability in 2019
- Demonstrated minimum 40% drop in revenue when comparing average 2019 monthly revenue to 2020 months submitted for reimbursement

Eligible businesses could be reimbursed for up to 80% of qualified expenses for business interruption up to:

- \$2,500 for each month in which the business demonstrates a revenue loss of at least 40%
- \$5,000 for each month in which the business demonstrates a revenue loss of at least 80%
- \$10,000 per company

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on September 21, 2020 so that business with the following qualifications were eligible to participate:

- Recipient of federal assistance through other programs (e.g. Payroll Protection Program, Economic Injury & Disaster Loan Program, Community Development Block Grants, etc.) were now eligible to apply to the Small Business Restart Grant Program
- Maximum reimbursable amount was increased from \$10,000 to \$20,000

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on November 4, 2020, so that businesses with the following qualifications were eligible to participate:

- Fewer than 75 employees at the end of 2019
- Less than \$5 million in annual revenue at the end of 2019
- Demonstrated profitability in 2019
- Demonstrated minimum 30% drop in revenue when comparing average 2019 monthly revenue to 2020 months submitted for reimbursement

Under the expanded Program, eligible businesses could be reimbursed for up to 80% of qualified expenses for business interruption up to:

- \$10,000 for each month in which the business demonstrates a revenue loss of at least 30%
- \$50,000 per company

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on December 21, 2020. The following changes were made:

- Increased small business eligibility from 75 to 100 full time employees at the end of 2019.
- Added payroll and insurance premium payments as qualified expenses  
Increased Revenue cap from \$5 million to \$10 million in annual revenue at the end of 2019

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on April 5, 2021: The following changes were made:

- Provided funding for expense reimbursement of eligible expenses for the following eligible companies (Based on NAICS Codes):
  - 721110 Hotels & Motels
  - 711310 Promoters of Performing Arts, Sports, and Similar Events with Facilities
  - 711320 Promoters of Performing Arts, Sports, and Similar Events without Facilities
  - 711110 Theater Companies and Dinner Theaters
  - 512131 Motion Picture Theaters (except Drive-Ins)
  - 512132 Drive-In Motion Picture Theaters
- Eligible companies must meet the following parameters:
  - 60% revenue loss when comparing 2020 months to 2019 months (e.g. July 2019 compared to July 2020)
  - Only Indiana operations are eligible for reimbursement
  - Must still be operating
  - \$10-35mm in 2019 revenue
  - Maximum of 500 Full Time employees as of 2019
  - Must have been in operation prior to Oct. 1, 2019
  - Eligible months are: March 2020 – December 2021
  - Monthly Reimbursement per company Cap: \$100,000
  - Program total per company cap: \$1,000,000
- Eligible Expenses (when related to IN operations):
  - Mortgage, lease, rental payments on property
  - Utility Payments
  - Safety Improvements/PPE
  - Payroll Expenses
  - Insurance Premium Payments

Due to the substantial and protracted nature of the COVID-19 global pandemic, the Program was expanded on September 20, 2021: The following changes were made:

- Allowed sole proprietors to be reimbursed for their ownership draws. Sole proprietors may be reimbursed for their ownership draws by comparing 2019 income reported on tax return 2020 tax return and 2021 profit and loss statement and reimbursing the difference up to the program cap per company.
- Extended the time allowed to capture more 2021 expenses by changing the final month the IEDC is allowed to calculate eligible expenses from May 2021 to December 2021.
- Per company cap increased from \$50,000 to \$100,000.

The Program terms may be further adjusted depending on the on-going nature of the COVID- 19 global pandemic. Any changes in the terms will be documented in amendments to this MOU.

**Program budget:**

- **\$130,000,000 in grant funding and support**
- **\$6,045,000 in grant support, marketing and other related expenses**