

Contract #0000000000000000000065476

MEMORANDUM OF UNDERSTANDING

Between the

INDIANA STATE BUDGET AGENCY

and the

SECRETARY OF STATE

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

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

WHEREAS, SOS has the authority under IC 3-11-14-2 (f) “Use of Electronic Voting Systems; Verifiable Paper Audit Trail”, and IC 3-5-4-12 “Agreement to use a Threat intelligence and Enterprise Security Company to Provide Hardware, Software and Other Services”.

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

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

I. Purpose

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

II. Grant Information

- a. Assistance listing (CFDA) number: 21.027
- b. Federal Award Name: Coronavirus State Fiscal Recovery Funds (CSFRF)
- c. Federal Award Identification Number: SLFRP4176
- d. Federal Award Date: March 11, 2021
- e. Name of Federal Agency: U.S. Department of the Treasury
- f. Total Amount of Funds obligated to sub-state agency \$15,561,100
- g. Statutory Uses:
 - To respond to the COVID-19 public health emergency or its negative economic impacts;
 - To respond to workers performing essential work during the COVID-19 public health emergency by providing grants to eligible employers that have eligible workers who performed essential work;
 - For the provision of government services, to the extent the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
 - To make necessary investments in water, sewer or broadband infrastructure.
- h. Period of time sub-state agency can obligate funds:
 - **Federal Covered Period**
The Federal covered period to obligate CSFRF funds is March 3, 2021, through December 31, 2024. Funds must be expended by December 31, 2026.
- i. Period of time subrecipient agency can expend funds:

- CSFRF funds 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, and the terms and conditions of the award:
 - 2 CFR 200, Uniform Administrative Requirement, Cost Principles and Audit Requirements for the Federal Awards.
 - i. The following 2 CFR policy requirements apply to this Assistance Listing:
 1. Subpart A, Definitions
 2. Subpart B, General Provisions
 3. Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards
 4. Subpart D, Post Federal Award Requirements
 5. Subpart E, Cost Principles
 6. Subpart F, Audit Requirements
 - ii. The following 2 CFR policy requirements apply to this assistance listing:
 1. 2 CFR Part 25, Universal Identifier and System for Award Management
 2. 2 CFR Part 170, Reporting Subaward and Executive Compensation Information
 3. 2 CFR part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-Procurement)
 - The following 2 CFR policy requirements are excluded from coverage under this Assistance Listing:
 - i. For 2 CFR Part 200, Subpart C, the following provisions do not apply to the CSFRF program:
 1. 2 CFR 200.204 Notices of Funding Opportunities
 2. 2 CFR 200.205 Federal Awarding Agency review of merit proposal
 3. 2 CFR 200.210 Pre award costs
 4. 2 CFR 200.213 Reporting a determination that a non-Federal entity is not qualified for a Federal award.
 - ii. For 2 CFR 200, Subpart D, the following provisions do not apply to the CSFRF program:
 1. 2 CFR 200.308 Revision of budget or program plan
 2. 2 CFR 200.309 Modifications to period of performance
 3. 2 CFR 200.305 (b)(8) and (9) Federal payment
- k. Compliance with ARPA Act, CSFRF rules and guidance which may be updated throughout the term of the grant.
- l. Compliance with CSFRF required programmatic data requirements and performance indicators
- m. Administrative Expenses
 - Recipients may use funds for administering the CSFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory and other requirements. Further, costs must be allowable under 2 CFR 403, and be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 405.
- n. Match requirements: None.
- o. Indirect costs: None

III. Term

The MOU shall be in effect from 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 canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

IV. Obligation of the Parties

The parties agree to the following obligations under this MOU:

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

V. ARPA Reporting Requirement

- a. SOS agrees to provide SBA with timely information that allows SBA to comply with reporting requirements of the ARPA Act. This includes interim report, Program and Expenditures Reports, and Recovery Plan Reports. SOS agrees to record all obligations and expenditures related to this appropriation in PeopleSoft, using the project numbers assigned by SBA 040ARPAELECTION. SOS shall not use other project numbers unless approved by SBA.
- b. SOS agrees to provide information by deadlines established by SBA.
- c. SOS agrees to collect data from sub-awards and contracts as required by SBA.

VI. Records Retention

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

- a. General ledger and subsidiary ledgers used to account for: (a) the receipt of ARPA Act payments and (b) the disbursements from such payments to meet the eligible expenses related to the public health emergency due to COVID-19;
- b. Budget records;
- c. Payroll, time records, and human resource records to support costs incurred for payroll expenses related to addressing the public health emergency due to COVID-19;
- d. Receipts of purchases made related to addressing the public health emergency due to COVID-19

- e. Contracts and subcontracts entered into using ARPA Act payments and all documents related to such contracts;
- f. Grant agreement and grant subaward agreements entered into using ARPA Act payments and all documents related to such awards;
- g. All documentation of reports, audits, and other monitoring of contractors, including subcontractors, grant recipients, and subrecipients;
- h. All documentation supporting the performance outcomes of contracts, subcontracts, grant awards and grant recipient subawards;
- i. All internal and external email/electronic communications related to use of ARPA Act payments; and
- j. All investigative files and inquiry reports involving ARPA Act payments

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

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

VII. SEFA Reporting

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

VIII. Modifications

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

IX. Transfer of Funds to Another State Agency

SOS 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

Secretary of State
Attn: Rachel Hoffmeyer, Deputy Secretary of State
200 W. Washington St. Room 201
Indianapolis, IN 46204

XI. Termination or Suspension

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

XII. Entire Agreement


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

XIII. Non-Collusion and Acceptance

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

In Witness Whereof, the SBA and SOS 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.

Se
By 
A89D0A1EC0CC4E5...

Indiana State Budget Agency
By 
C08285FB886741A...

Title: Deputy Secretary of State

Title: State Budget Director

Date: 8/9/2022 | 16:28 EDT

Date: 8/9/2022 | 16:30 EDT

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

Attachment A

To comply with IC 3-11-14-2 (f), in time for the Indiana 2024 General Election, the vendor (Microvote General Corp.) will provide to the state 4,802 VVPAT units with all-in-one booths (convertible carrying & storage cases), 240 spare VVPAT units (without all-in-one booths), and 2,519 voting system all-in-one booths (modified design for previously procured VVPAT voting system units) as detailed in Estimate #531, dated 6/24/2022, attached as Attachment A. Units and accessories will be manufactured, delivered, installed and tested, to 56 Indiana Counties in quantities specified in Attachment B. Total cost \$12,614,486.72.

Additionally, Mandiant/FireEye Corporation, through a continuation of its existing contract with the Secretary of State, will provide equipment and professional services specified in IC 3-5-4-12 through 12/31/2024.

MEMORANDUM OF UNDERSTANDING

Amendment #1

Contract # 000000000000000000065476

This is an Amendment to the Memorandum of Understanding (the "MOU") entered into by and between the Indiana State Budget Agency ("SBA") and Office of the Indiana Secretary of State ("SOS").

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

- 1) Pursuant to Section VIII Modification of the MOU, the following are amendments to the MOU:
 - a. Agency funds are considered revenue replacement (CSFRF Final Rule FAQs 13.14 and 13.15. https://home.treasury.gov/system/files/136/SLFRF_Final-Rule-FAQ.pdf)
 - b. SOS must comply with all applicable CSFRF rules and regulations, including applicable 2 CFR 200 rules.
- 2). 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 and SOS 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.

Office of the Secretary of State

By: [Redacted Signature]
2CAF5E4AFABD4AA...

Title: Deputy Secretary of State

Date: 6/8/2023 | 15:13 EDT

Indiana State Budget Agency

By: [Redacted Signature]
C08285FB886741A...

Title: State Budget Director

Date: 6/14/2023 | 11:52 EDT

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