

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE OFFICE OF COMMUNITY AND RURAL AFFAIRS**  
**AND THE INDIANA HOUSING & COMMUNITY DEVELOPMENT AUTHORITY**  
**Contract #00000000000000000000100980**

This Memorandum of Understanding ("MOU") is entered into by and between the Indiana Office of Community and Rural Affairs ("OCRA") and the Indiana Housing & Community Development Authority ("IHCD"), hereinafter referred to as a "Party" or "Parties". In consideration of the mutual understandings and covenants set forth herein, the Parties agree as follows:

**WHEREAS**, IHCD, a quasi-agency of state government established and created under IC-5-20-1-4 and given authority to provide financial assistance to mutual housing associations or grantees;

**WHEREAS**, OCRA, an agency of state government established and created under IC- 4-4-9.7-6 and given authority to manage Rural Development funds and Community Development Block Grants, including the Stellar Initiative Program;

**WHEREAS**, the Parties recognize that collaboration can generate efficiencies, promote good stewardship of public funds, and support strategic alignment across agencies within the State of Indiana;

**WHEREAS**, the Parties enter into this MOU to formalize the terms of their cooperation, including the scope, duration, and accountability of shared services arrangements provided by the OCRA and IHCD;

**IT IS THEREFORE AGREED** between the parties:

**1. Purpose of this Memorandum**

The purpose of this Memorandum is to enable OCRA to partner with IHCD for the Stellar Pathway Program and participate in the process as described in **Exhibit A** of this Memorandum.

**2. Representations and Warranties**

IHCD and OCRA certify by entering into this Memorandum that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Memorandum by any federal or state department or agency. The term "principal" for purposes of this Memorandum is defined as an officer, director, owner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of IHCD or OCRA.

**3. Term**

This Memorandum commences on **June 30<sup>th</sup>, 2026** and shall remain in effect through **July 30<sup>th</sup>, 2029**.

**4. Compliance with Laws**

- A. OCRA and IHCDCA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Memorandum shall be reviewed by OCRA and IHCDCA to determine whether the provisions of this Memorandum require formal modification.
- B. OCRA, IHCDCA, and their agents shall abide by all ethical requirements that apply as set forth in IC §4-2-6, et seq., IC§4-2-7, et seq. and the regulations promulgated thereunder. If OCRA or IHCDCA has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Memorandum, IHCDCA and OCRA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Memorandum. If OCRA, IHCDCA or their agents violate any applicable ethical standards, the non-violating party may, in its sole discretion, terminate this Memorandum immediately upon notice to the other party. In addition, OCRA and IHCDCA may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-4 and under any other applicable laws.
- C. IHCDCA warrants that IHCDCA and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Memorandum and grounds for immediate termination and denial of grant opportunities with the State.

## **6. Modification**

- A. This MOU may be amended by mutual agreement of the Parties. Any such amendment shall be by written mutual consent of the Parties with the same formality as this original MOU.
- B. No waiver of any provision hereunder shall operate as an amendment or bind a Party to future waiver of the same unless incorporated in an amendment pursuant to 4.A herein.

## **7. Funding Cancellation**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Memorandum, it shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## **8. Notice to Parties**

Whenever any notice, statement or other communication is required under this Memorandum, it shall be sent by first class mail or via an established courier / deliver service to the following addresses, unless otherwise specifically advised.

A. Notices to OCRA shall be sent to:

Megan Zarazee, Chief Operating Officer  
Indiana Office of Community and Rural Affairs  
1 North Capitol Avenue, Suite 600  
Indianapolis, IN 46204  
[MZarazee@lg.in.gov](mailto:MZarazee@lg.in.gov)

B. Notices to IHCD shall be sent to:

Officer Matt Rayburn, Deputy Executive Director & Chief Real Estate Development  
Indiana Housing and Community Development Authority  
30 South Meridian Street, Suite 900  
Indianapolis, IN 46204  
[MRayburn@ihcda.in.gov](mailto:MRayburn@ihcda.in.gov)

**9. Order of Precedence**

Any inconsistency or ambiguity in this Memorandum shall be resolved by giving precedence in the following order: (1) this Memorandum, (2) exhibits prepared by OCRA, and (3) exhibits prepared by IHCD.

**10. Termination of Convenience**

Unless prohibited by a statute or regulation, this Memorandum may be terminated, in whole or in part, by either party whenever, for any reason, the party determines it is in its best interest. Termination shall be effected by delivery to the other party of a Termination Notice, specifying the extent to which such termination becomes effective.

**In Witness Whereof**, each Party, through their duly authorized representatives, enters 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 thereof.

Indiana Housing & Community Development Authority      Office of Community and Rural Affairs

By: **Matt Rayburn**  
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By: *End Gynn*  
0AB369BA9803476...

Title: Matt Rayburn, Deputy Executive Director      Title: Executive Director

Date: 5/7/2026 | 14:21 EDT      Date: 5/7/2026 | 14:36 EDT

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| .                                                                                                         |  |
| Electronically Approved by:<br>State Budget Agency<br><br>By: (for)<br>Chad Ranney, State Budget Director |  |

## **EXHIBIT A**

### **Project Descriptions and Responsibilities**

#### **I. IHCD A Responsibilities**

The Indiana Housing & Community Development Authority shall administer the Stellar Pathways Program in partnership with the Office of Community and Rural Affairs. Except as otherwise specified in this Memorandum, IHCD A shall perform or contract to have performed all work necessary to operate and administer the Stellar Pathways Program. Those responsibilities include, but are not limited to, the following:

##### **A. Housing Program Set-Aside.**

IHCD A has submitted a program plan for a set-aside amount of the HOME Investment Partnerships Program. According to the plan submitted by IHCD A, each of the two (2) Stellar Pathway Designee Communities are eligible for \$1,500,000 for either homebuyer or home renter eligible projects each totaling \$3,000,000 of set-aside funds from IHCD A.

##### **B. Responsibilities of the Parties**

###### IHCD A Responsibilities

Except as otherwise specified in this Memorandum, IHCD A shall perform or contract to have performed all work necessary to operate and administer the Stellar Pathways Program in collaboration with the Office of Community and Rural Affairs.

1. Act as a member of the Stellar Pathways Committee, a committee focused on reviewing both the Letter of Intent and Strategic Investment Plans.
2. Participate in three (3) Office of Community and Rural Affairs Stellar Pathways workshops
3. Review participating communities' letters of intent and strategic investment plans and assist the committee in choosing Stellar Pathway Participants and Stellar Pathway designees.
4. Provide technical assistance on an as needed basis to communities enrolled in the program on the HOME Investment Partnerships Program or any other relevant IHCD A Housing Programs.
5. Award of HOME Investment Partnerships Program Grants to Stellar Pathways designees.
6. Provide coaching to Stellar Pathway Participants and Stellar Pathway Designees on the creation of a Community Housing Development Organization (CHDO) and implementation of the HOME Investment Partnership Program.
7. Participate in Stellar Pathway quarterly calls to acquire updates on project administration, implementation, and closeout.

OCRA Responsibilities

1. Lead the Stellar Pathways Committee.
2. Advertise the Stellar Pathways Program.
3. Collect Stellar Pathways Program intake applications.
4. Organize and communicate with participants about committee meetings.
5. Handle all primary correspondence regarding the Stellar Pathways Program.

**C. Design, Administration, and Completion of Projects**

IHCDA shall be responsible for the design and administration of projects funded with grant moneys awarded under the HOME Investment Partnerships Program. IHCDA shall work with the Grant Recipients with the goal of having all Grant Recipients complete their responsibilities prior to their expiration date, as established by IHCDA.

**D. Compliance with Approved Programs and Laws**

IHCDA expressly agrees to use all reasonable means to assure that all activities authorized by this Memorandum are carried out in compliance with this Memorandum; the Housing and Community Development Act of 1974 (the "Act") and all applicable rules, regulations, policy memoranda and other authority thereunder; all applicable federal, state, and local statutes, rules and other legal authority. IHCDA acknowledges that this Memorandum is subject to all requirements set forth herein and agrees that it will comply with current applicable state and federal laws and regulations to which OCRA and/or IHCDA are subject.

**E. Monitoring of Grants under the Home Investment Partnership Program**

IHCDA shall be responsible for the monitoring of grants made under the HOME Investment Partnerships Program in terms of both project completion and fiscal responsibility.