

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE OFFICE OF COMMUNITY AND RURAL AFFAIRS**  
**AND THE INDIANA ARTS COMMISSION**  
**Contract #00000000000000000000100983**

This Memorandum of Understanding ("MOU") is entered into by and between the Indiana Office of Community and Rural Affairs ("OCRA") and the Indiana Arts Commission ("IAC"), 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**, IAC, a commission under state government established and created under IC-4-23-2-3 and given authority to disburse funds available to grantees in furtherance of their objectives;

**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 IAC;

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

**1. Purpose of this Memorandum**

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

**2. Representations and Warranties**

IAC and OCRA certify by entering into this Memorandum that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntary 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 IAC 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 IAC 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 IAC to determine whether the provisions of this Memorandum require formal modification.
- B. OCRA, IAC, 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 IAC 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, IAC 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, IAC 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 IAC may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-4 and under any other applicable laws.
- C. IAC warrants that IAC 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 IAC shall be sent to:

Miah Michaelsen, Executive Director  
Indiana Arts Commission  
100 N. Senate Avenue, Room N505  
Indianapolis, IN 46204  
[MMichaelsen@IAC.in.gov](mailto:MMichaelsen@IAC.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 IAC.

**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 Arts Commission

By:   
32C97C7A44AD46F...

Title: Executive Director

Date: 4/21/2026 | 13:37 EDT

Indiana Office of Community and Rural Affairs

By:   
0AB369BA9803476...

Title: Executive Director

Date: 4/21/2026 | 15:14 EDT

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

## **EXHIBIT A**

### **Project Descriptions and Responsibilities**

#### **I. IAC Responsibilities**

The Indiana Arts Commission shall administer the Stellar Pathways Program in partnership with the Office of Community and Rural Affairs. Except as otherwise specified in this Memorandum, IAC 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. Creative Conversation Workshops.**

IAC has submitted a program plan for the Creative Conversations Workshops. According to the plan submitted by IAC, each of the two (2) Stellar Pathway Designee Communities are eligible for participation in the Creative Conversations Workshops and grant opportunities up to \$5,000.

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

###### IAC Responsibilities

Except as otherwise specified in this Memorandum, IAC 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 Creative Conversations Workshops or any other relevant IAC Programs.
5. 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**

IAC shall be responsible for the design and administration of projects funded with grant moneys awarded under IAC Programs. IAC 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 IAC.

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

IAC expressly agrees to use all reasonable means to assure that all activities authorized by this Memorandum are carried out in in compliance with this Memorandum and all applicable rules, regulations, policy memoranda and other authority thereunder; all applicable federal, state, and local statutes, rules and other legal authority. IAC 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 IAC are subject.

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

IAC shall be responsible for the monitoring of grants made under IAC Programs in terms of both project completion and fiscal responsibility.