

MEMORANDUM OF UNDERSTANDING
BETWEEN THE OFFICE OF COMMUNITY AND RURAL AFFAIRS
AND THE INDIANA DEPARTMENT OF NATURAL RESOURCES Contract
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This Memorandum of Understanding ("MOU") is entered into by and between the Indiana Office of Community and Rural Affairs ("OCRA") and the Indiana Department of natural resources ("DNR"), 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, DNR, a department under state government established and created under IC-14-9-1-1 and given authority to handle matters related to Historic Preservation;

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 DNR;

IT IS THEREFORE AGREED between the parties:

1. Purpose of this Memorandum

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

2. Representations and Warranties

DNR 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 DNR or OCRA.

3. Term

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

4. Compliance with Laws

- A. OCRA and DNR 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 DNR to determine whether the provisions of this Memorandum require formal modification.
- B. OCRA, DNR, 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 DNR 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, DNR 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, DNR 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 DNR may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-4 and under any other applicable laws.
- C. DNR warrants that DNR 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

B. Notices to DNR shall be sent to:

Chris Smith, Deputy Director
Indiana Department of Natural Resources
402 W. Washington Street, Room W-256
Indianapolis, IN 46204
CSmith@dnr.in.gov

9. Order of Precedence

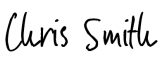
Any inconsistency or ambiguity in this Memorandum shall be resolved by giving precedence in the following order: (1) this Memorandum, (2) exhibits prepared by OCRA, and (3) exhibits prepared by DNR.

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 Department of Natural Resources

By: 
EE49FE7EA6CD4F1...

Title: Deputy Director

Date: 5/19/2026 | 14:20 EDT

Indiana Office of Community and Rural Affairs

By: 
0AB369BA9803476...

Title: Executive Director

Date: 5/19/2026 | 14:25 EDT

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Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director	

EXHIBIT A

Project Descriptions and Responsibilities

I. DNR Responsibilities

The Indiana Department of natural resources shall administer the Stellar Pathways Program in partnership with the Office of Community and Rural Affairs. Except as otherwise specified in this Memorandum, DNR 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. Land Water Conservation Fund and Historic Preservation.

DNR has submitted a program plan for available bonus points for both the Land and Water Conservation Fund (LWCF) and the Historic Preservation Fund (HPF). According to the plan submitted by DNR, each of two (2) Stellar Pathway Designee Communities will be awarded additional bonus points toward a Land and Water Conservation Fund. The amount will be 5% of the total points possible. Additionally, the Stellar Pathways Program will be identified as a program meeting the requirements to qualify for bonus points for the Historic Preservation Fund (HPF). Communities will be eligible for up to 20 points in a 148-point system.

B. Responsibilities of the Parties

DNR Responsibilities

Except as otherwise specified in this Memorandum, DNR 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 Land and Water Conservation Fund or the Historic Preservation Fund.
5. Award bonus points to applications from Stellar Pathway Designee
6. 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

DNR shall be responsible for the design and administration of the Land and Water Conservation Fund (LWCF) and the Historic Preservation Fund (HPF). DNR 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 DNR.

D. Compliance with Approved Programs and Laws

DNR 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. DNR 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 DNR are subject.

E. Monitoring of Grants under the LWCF and HPF

DNR shall be responsible for the monitoring of grants made under the LWCF and HPF in terms of both project completion and fiscal responsibility.