

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INDIANA COURT OF APPEALS
AND
THE INDIANA SUPREME COURT,
OFFICE OF JUDICIAL ADMINISTRATION**

This Memorandum of Understanding (“MOU”) is entered into by and between the **Indiana Court of Appeals** (“COA”) and the **Indiana Supreme Court, Office of Judicial Administration** (“OJA”). The parties agree as follows:

WHEREAS, OJA is projected to have underspent funds in Fund 10250, the Judges’ Payroll Fund account;

WHEREAS, COA is projected to have a budget shortfall for its judicial payroll;

WHEREAS, The purpose of this MOU is to memorialize and facilitate the transfer to COA of any underspent funding located in OJA’s Fund 10250 account in an amount not to exceed \$2,000,000 to support the COA’s judicial payroll projected shortfall.

IT IS THEREFORE AGREED, in consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

I. CONSIDERATION/AGREEMENT

OJA agrees to a Board of Finance Transfer in an amount not to exceed **\$2,000,000** from the Judges County Courts Fund 10250 to the COA Fund 10220 to help offset the COA’s judicial payroll shortfall. COA agrees to use the funds for its projected judicial payroll shortfall. The parties agree that this is intended to be a one-time transaction.

II. TERM OF MOU / DURATION

This MOU shall become effective on the date of the last required signature and remain in effect through **June 30, 2026**.

III. AMENDMENTS

No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IV. 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 MOU, this MOU shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

V. TERMINATION

Either party may terminate this MOU at any time for any reason by notifying the other party in writing. If this MOU is terminated for any reason, the parties will proceed as if this MOU had expired on its own terms.

VI. NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this MOU, it shall be sent by first class mail, sent by email, or via an established courier / delivery service to the following addresses, unless otherwise specifically advised. All notices, requests or other communications shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, or emailed to the parties at their respective addresses as set forth below unless otherwise directed. All notices, requests, or communications shall be deemed effective upon personal delivery, three days following deposit in the mail or the day the email was sent.

Notices to OJA shall be sent to:

Aaron Hood, Interim Chief
Administrative Officer
Office of Judicial Administration
251 N. Illinois Street, Suite 1600
Indianapolis, Indiana 46204
317-233-8684
aaron.hood@courts.in.gov

With a copy to:

Heather Falks, General Counsel
Office of Judicial Administration
251 N. Illinois Street, Suite 1600
Indianapolis, Indiana 46204
317 234-2620
legalnotices@courts.in.gov

Notices to COA shall be sent to:

Larry Morris, Administrator
Indiana Court of Appeals
115 W. Washington Street, Suite 1080
Indianapolis, Indiana 46204
317-232-4197
larry.morris@courts.in.gov

Agreement to Use Electronic Signatures

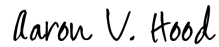
The parties agree that it is their intent to sign this MOU electronically.

IN WITNESS THEREOF, COA and OJA, through their duly authorized representatives, enter into this MOU. OJA and COA, having read and understood the foregoing terms of this MOU, do by their respective signatures dated below hereby agree to the terms thereof. The parties agree to sign this MOU by accessing the electronic signature tool in DocuSign.

Indiana Court of Appeals

Larry Morris, Administrator

Date: 6/12/2026

Office of Judicial Administration

Aaron Hood, Interim Chief Administrative Officer

Date: 6/12/2026

BL HF

Approved:

Chad Ranney
Budget Director
State Budget Agency

Date: 6/16/2026

In Process