

**MEMORANDUM OF UNDERSTANDING
INDIANA STATE DEPARTMENT OF AGRICULTURE
AND PORTS OF INDIANA**

This Memorandum of Understanding (“MOU”) is entered into by and between the INDIANA STATE DEPARTMENT OF AGRICULTURE (“ISDA”) and PORTS OF INDIANA (“POI”), hereinafter referred to as a “Party” or “Parties”. In consideration of the mutual understandings and covenants set forth herein, the Parties agree as follows:

1. PURPOSE

The primary purpose of this MOU is to establish a framework for enhanced collaboration between the Parties, with the aim of promoting increased agricultural trade and fostering economic development within the state of Indiana.

2. PROVISIONS

- A. The Parties agree to work collaboratively to encourage and support the expansion of agricultural exports through the state’s port facilities.
- B. The Parties commit to jointly investigate opportunities to develop new container shipping facilities in Indiana that would serve critical needs in the agriculture and hardwood industries.
- C. ISDA agrees to introduce POI to key agricultural stakeholders that have interest in exploring new cargo shipping opportunities and convene critical forums to connect POI with key stakeholders.
- D. POI commits to research container export opportunities related to ISDA’s key priorities, including agricultural, soybean and hardwood commodities.
- E. Both Parties agree to:
 - (1) Participate in quarterly meetings to:
 - a) Discuss the top priorities of each organization;
 - b) Explore opportunities for new mutually-beneficial initiatives;
 - c) Developing a strong working relationship between the parties to foster future collaborations;
 - (2) Explore joint funding opportunities for mutually-beneficial projects;
 - (3) Designate an employee from each organization as the primary point of contact for matters related to ports and agricultural logistics;
 - (4) Engage in good faith discussions on topics which are mutually beneficial to the Parties, including, but not limited to, agriculture cargoes, container shipments, Foreign-Trade Zones, international trade, economic incentives, and grant opportunities;
 - (5) Jointly participate in educational and marketing events for targeted audiences, including tradeshow, trade missions, meetings, legislative tours, receptions, summits and conferences related to agriculture logistics and commodity transportation;
 - (6) Jointly develop educational and marketing tools and initiatives that promote Indiana’s ports and ag-related business to global markets, key leaders and targeted audiences.

3. TERM

MOU shall be effective for one (1) year, beginning May 1, 2024, and ending April 30, 2025.

4. MODIFICATION AND TERMINATION

- A. This MOU may be amended and/or extended by mutual agreement of the Parties. Any such amendment or extension shall be by written mutual consent of the Parties with the same formality as this original MOU.
- B. This MOU may be terminated in whole or in part by either Party, upon thirty (30) days' written notice, if such Party determines that termination is in its best interest.
- C. 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.
- D. This MOU may be rendered null and void, in whole or in part, by changes in federal or state law, or if funding and appropriations prevent any party from fulfilling its terms. In such an event, each Party agrees to notify the other Parties as soon as possible.
- E. If the Director of the State Budget Agency makes a written determination that funds are not appropriate or otherwise available to support continuation of this MOU, the MOU shall be cancelled. A determination by the Budget Director that funds are not appropriate or otherwise available to support continuation of performance shall be final and conclusive.

5. SEVERABILITY

If any provision of this MOU is found unenforceable, the remaining provisions shall continue in full force and effect.

6. NOTICE TO PARTIES

Where written notice is required under this MOU, it shall be provided to the following contacts:

Indiana State Department of Agriculture
One North Capitol Ave., Suite 600
Indianapolis, IN 46204
C/O Don Lamb, Director
DLamb1@isda.in.gov

Ports of Indiana
150 W. Market St., Ste. 450
Indianapolis, IN 46204
C/O Jody Peacock, CEO
jpeacock@portsofindiana.com

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member or officer of the agreeing Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this MOU other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge 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 MOU, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

In Witness Whereof, each Party, 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 thereof.


INDIANA STATE DEPARTMENT OF AGRICULTURE



Don Lamb, Director

5/29/2024
Date

PORTS OF INDIANA



Jody W. Peacock, Chief Executive Officer

06/01/24

Date

