# State of Indiana

**Parking Permit Agreement**

**EDS# or Contract # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Permit Agreement is made and entered into by and between , (hereinafter referred to as "Permittor") and the State of Indiana, acting through its Department of Administration, for and on behalf of \_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as "Permittee"). The signatories for the Permittor and Permittee warrant that they have been duly authorized to execute Permits on behalf of the Permittor and Permittee respectively.

In consideration of the promises and obligations specified in this Agreement, Permittor and Permittee agree as follows:

**1. The Spaces to be leased**

Permittee agrees to rent from Permittor and Permittor agrees to rent to Permittee \_\_\_\_ parking spaces [within the garage facility or parking lot] located at , in the City of , State of Indiana (sometimes hereinafter referred to as the “facility” or “lot”).

Permittor shall issue to Permittee a parking permit card for each of the aforesaid \_\_\_ spaces for use by Permittee and its employees, invitees and licensees in accessing the parking facility/lot, and shall reserve said number of parking spaces for use by the Permittee throughout the term hereof.

The parking permit cards shall allow entry into the lot/facility twenty-four (24) hours per day, seven (7) days per week, including holidays.

Insert additional terms of the agreement here, if necessary.

**2. Term and Holdover**

1. The term of this Permit Agreement is for a period of years, beginning , 202\_, and ending , 202\_.
2. In the event Permittee continues in possession of the parking spaces after this Permit Agreement has expired or has been terminated, the resulting tenancy shall be construed as a tenancy from month to month, and monthly rental shall remain the same as the rent being paid at the time the holdover occurs.

**3. Consideration**

The total agreed rent for the entire term of this Permit Agreement shall not exceed the sum of $\_\_\_\_\_\_.00, payable in equal consecutive monthly installments of $ . This amount represents a maximum cost of $ \_\_ per space per month. Rent shall be paid in arrears as described in Section 5 of this Agreement.

**4. Option to Renew**

The Permittor grants to Permittee an option to renew this Permit Agreement for an additional term of ­­­­­­­­­ year(s). The renewal agreement will be under the same terms and conditions as the existing agreement, with the rental payment not to exceed $ per month. Permittee may exercise the renewal option by submitting in writing to the Permittor a notice of renewal, approved by the Department of Administration at least sixty (60) days prior to the expiration date of the Permit Agreement.

**5. Method of Payment**

A. The Permittor shall submit a monthly invoice (in arrears) on Permittor's letterhead, directly

to the Permittee agency. The invoice must contain an invoice number, purchase order number

(which will be provided to Permittor by the Auditor of State upon final execution), description

of the service(s) for which the Permittee is being billed (rent, additional rent, utilities, leasehold

improvements, etc.) remittance address, and the amount due. No invoice shall be paid for any

month before the first day of the month following the month for which leased space was

provided. Permittor must submit final claims for payment of rent within sixty (60) calendar

days after the expiration date of this Permit Agreement or the State of Indiana may elect to deny

payment.

B. If the term of this Permit Agreement does not begin on the first day of a calendar month, or

if this Permit Agreement does not terminate or is not terminated on the last day of a calendar

month, then the rent for any period less than a calendar month will be prorated based upon the

number of days in the partial month for which the Permit Agreement is effective.

C. Late payments, if any, shall be determined and made in accordance with IC § 5-17-5-1.

D. Payments; Direct Deposit

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Permittor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Permit Agreement except as permitted by IC § 4-13-2-20.

E. Should a waiver be approved by the Auditor of the State for the Direct Deposit defined in D above, all payment obligations shall be made to the following person/company/agent, at the following address:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**6. Condition of Payment**

 All services provided by the Permittor under this Permit Agreement must be performed to the State’s reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Permit Agreement or performed in violation of federal, state, or local law

**7. General Uses by Permittee**

1. Permittee will not be permitted to make any alterations, additions, repairs, improvements or decorations to the parking areas except as agreed upon in a separate written agreement between Permittor and Permittee.
2. Permittee will not affix or cause to be affixed to the parking area any sign, advertisement or notice without written consent of Permittor.

**8. Services Provided by Permittor**

Permittor will provide all ordinary maintenance of the parking area and walkways, including snow removal (when snow reaches 2 inches) and ice removal as needed, including weekends and holidays.

**9. Assignment of the Agreement**

Permittee shall not assign this Permit Agreement or any part thereof, or permit the use of any of the parking spaces, by anyone other than the Permittee, its agents, officers, employees, invitees and licensees without the prior consent of the Permittor. However, should the Indiana Department of Administration request to assign the parking spaces to another Department or agency of the State of Indiana, the Permittor will not unreasonably withhold its approval.

**10. Indiana Law**

This Permit Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**11. Compliance with Laws**

A. The Permittor 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 Permit Agreement shall be reviewed by the State and the Permittor to determine whether the provisions of this Permit Agreement require formal modification.

B.  The Permittor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*. and the regulations promulgated thereunder. **If the Permittor 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 Permit Agreement, the Permittor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Permit Agreement.**If the Permittor is not familiar with these ethical requirements, the Permittor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the Permittor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Permit Agreement immediately upon notice to the Permittor. In addition, the Permittor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Permittor certifies by entering into this Permit Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Permittor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Permittor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Permit Agreement suspended until the Permittor is current in its payments and has submitted proof of such payment to the State.

D. The Permittor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Permittor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Permit Agreement.

E. The Permittor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

F. As required by IC § 5-22-3-7:

1. The Permittor and any principals of the Permittor certify that:

(A) the Permittor, except for de minimis and nonsystematic violations, has not violated the terms of:

* 1. IC § 24-4.7 [Telephone Solicitation Of Consumers];
	2. IC § 24-5-12 [Telephone Solicitations]; or
	3. IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Permittor will not violate the terms of IC § 24-4.7 for the duration of the Permit Agreement, even if IC § 24-4.7 is preempted by federal law.

1. The Permittor and any principals of the Permittor certify that an affiliate or principal of the Permittor and any agent acting on behalf of the Permittor or on behalf of an affiliate or principal of the Permittor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Permit Agreement, even if IC §24-4.7 is preempted by federal law.

**12. Drug-Free Workplace Certification**

As required byExecutive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Permittor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Permittor will give written notice to the State within ten (10) days after receiving actual notice that the Permittor, or an employee of the Permittor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of Permit Agreement payments, termination of this Permit Agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Permit Agreement is in excess of $25,000.00, the Permittor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Permittor’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Permittor’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Permittor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**13. Employment Eligibility Verification.**  As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.  The Contractor further agrees that:

A.  The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B.  The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C.  The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**1.4 Funding Cancellation**

As required by Financial Management Circular 3.3 and IC § 5-22-17-5, 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 Contract, this Contract 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.

**15. Indemnification**

The Permittor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Permittor and/or its subcontractors or sub-Permittors, if any, in the performance of this Permit Agreement. The State shall not provide such indemnification to the Permittor. Permittor may look to IC § 34-13-3 of the Tort Claims Act and IC § 34-30-9-2 for allowable protection in this area.

**16. Insurance**

Permittor, at its cost and expense, shall maintain in full force and effect casualty and public

liability insurance, with the State of Indiana named as an additional insured, throughout the

Permit Agreement Term in accordance with the following:

 A policy of commercial general liability insurance covering any and all claims for

 injury to or death of persons and damage to property occurring in or on the parking facility/lot in an amount not less than seven hundred thousand dollars ($700,000.00) for injury to or death of any one person; five million dollars ($5,000,000.00) for injury to or death of more than one person in the same accident or occurrence; and Fifty thousand

 ($50,000.00) for damage to property arising out of any one accident or occurrence.

Permittor shall furnish to Permittee a Certificate of Insurance showing that the casualty and

Public liability coverage insurance described above is in full force and effect and may not be

Canceled or materially altered without thirty (30) days prior written notice to Permittee.

Permittor shall furnish or shall cause its insurance agent to furnish to the Indiana Department of

Administration, Leasing Section, a copy of such certificate at the time Permittor receives the

executed Permit Agreement from the State. In addition, annually, and in the event of any

assignment of this Permit Agreement by Permittor, Permittor shall provide or shall cause its

assignee to provide updated Certificates of Insurance or copies of such certificates, as

applicable, pursuant to the above, to the Department of Administration, within ten (10) days of

the anniversary of the effective date of this Permit Agreement and within ten (10) days of the

effective date of such assignment.

**17. Miscellaneous Provisions**

A. No waiver of any condition or covenant of this Permit Agreement or failure to exercise a remedy by either Permittor or Permittee shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.

B. Permittor and Permittee agree that this Permit Agreement and all acts done in compliance with this Permit Agreement shall not be deemed to create any relationship between the parties other than the relationship of Permittor and Permittee.

C. This Permit Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Permit Agreement will be valid provisions of this Permit Agreement. This Permit Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

D. Should the term of this Permit Agreement be in excess of three (3) years, Permittor agrees to record this Permit Agreement in its entirety (in the county where the leased spaces are located) within 45 days of the commencement, in conformance with IC § 32-31-2-1. Permittor is liable for any compensatory and consequential damages incurred by Permittee due to Permittor's failure to comply with IC § 32-31-2-1.

**18. Nondiscrimination**

Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Permittor covenants that it shall not discriminate against any employee or applicant for employment relating to this Permit Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). Permittor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Permit Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Permittor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable,Permittor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**19. Notice**

All notices required to be given under this Permit Agreement will be made in writing and will be E-mailed or sent by first class U.S. mail to the parties, as follows:

Permittor: \_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_

 Attn: \_\_\_\_\_\_\_\_\_\_

 E-mail: \_\_\_\_\_\_\_\_

Copy to: [If requested by Permittor]

 \_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_

 E-mail: \_\_\_\_\_\_\_\_

Permittee: \_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_

 E-mail: \_\_\_\_\_\_\_\_

Copy to: Commissioner, Department of Administration

 Attention: Deputy Commissioner

Indiana Government Center South

402 W. Washington St., Rm. W462

Indianapolis, IN 46204

Email: sharless@idoa.IN.gov

**20. Public Record.**

The Permittor acknowledges that the State will not treat this Permit Agreement as containing confidential information, and will post this Permit Agreement on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Permit Agreement shall not be considered an act of the State.

**21. Termination for Convenience**

The parties agree that the Permittee may terminate this Permit Agreement during the Permit Agreement term whenever, for any reason, Permittee determines that such termination is in the State’s best interest upon sixty (60) days’ prior written notice to the Permittor. Termination shall occur without penalty to the Permittee.

**22. Counterparts.**

This Permit Agreement may be executed in counterparts, each of which shall constitute an original, and all of which when taken together, shall constitute one binding instrument once each Party has signed one or more of the counterparts.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Permittor, or that the undersigned is the properly authorized representative, agent, member or officer of the Permittor.  Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Permittor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Permit Agreement 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 Permit Agreement, the Permittor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

1. I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana.  I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation.  I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein.  I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

**IN WITNESS** to their agreement, the persons signing this Permit Agreement execute it for the

 Permittor and Permittee:

**For Permittor: For Permittee:**

(Company name)(Agency Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Type in Permittor name (Type in Agency Head's name and title

under this signature line) under this line)

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Department of Administration**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

The above named person(s) for the Rebecca Holwerda, Commissioner

Permittor personally appeared before

me, a Notary Public and acknowledged

the execution of this Permit Agreement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_\_. **State Budget Agency**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

Notary PublicZachary Q. Jackson, Director

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

 **Approved as to form and legality**

My Commission Expires: \_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (for)

County of Residence: \_\_\_\_\_\_\_\_\_\_\_ Theodore E. Rokita, Attorney General

Prepared by:

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, as required by law.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Revised 8/2022