

**EXECUTIVE DOCUMENT SUMMARY**

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: EDS A27-23-013	2. Date prepared: 02-24-2023
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3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input checked="" type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment # _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other ³¹⁷ _____

FISCAL INFORMATION

4. Account Number: 15167-10000-599112	5. Account Name: Voter Education & Outreach
6. Total amount this action: \$80,000.00	7. New contract total: \$80,000.00
8. Revenue generated this action: 0.00	9. Revenue generated total contract: 0.00
10. New total amount for each fiscal year:	
Year ²⁰²⁴ _____ \$ 80,000.00	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 8/1/2023	12. To (month, day, year): 8/31/2023
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> RFP # _____	<input type="checkbox"/> Emergency
	<input type="checkbox"/> Special Procurement
	<input type="checkbox"/> Other (specify) _____

35. Will the attached document involve data processing or telecommunications systems(s)? ☐ Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):

IC 3-6-3.7-4 Voter Education and Outreach

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) N

State Fair program sponsorship for voter registration drive, voter education, and Indianavoters.com online programs.

38. Justification of vendor selection and determination of price reasonableness:

The agency has a long history of voter education and outreach programming aimed at a broad spectrum of the public. The agency believes the Indiana State Fair is an opportunitic venue for reaching the public at a commercially competitive cost.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval 	41. Date Approved 2/24/23	42. Budget agency approval 	43. Date Approved 3/04/2023
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

AGENCY INFORMATION

14. Name of agency: Secretary of State	15. Requisition Number:
16. Address: 200 W. Washington St. Room 201, Indianapolis, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: Jerold A. Bonnet, General Counsel	18. Telephone #: 317-232-6534
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19. E-mail address **jbonnet@sos.in.gov****COURIER INFORMATION**

20. Name: Jerold A. Bonnet, General Counsel	21. Telephone #: 317-232-6534
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22. E-mail address: **jbonnet@sos.in.gov****VENDOR INFORMATION**23. Vendor ID Number: **0000055185**24. Name: **Indiana State Fair Commission** 25. Telephone #: **317-927-7525**26. Address: **1202 E. 38th St. Indianapolis, IN 46205**27. E-mail address: **rcoffey@indianastatefair.com**28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☒ Yes ☐ No29. Primary Vendor: **M/WBE/IN-Veteran**
Minority: ☐ Yes ☒ No
Women: ☐ Yes ☒ No
IN-Veteran: ☐ Yes ☒ No30. Primary Vendor Percentages:
100 %31. Sub Vendor: **M/WBE/IN-Veteran**
Minority: ☐ Yes ☒ No
Women: ☐ Yes ☒ No
IN-Veteran: ☐ Yes ☒ No32. If yes, list the %:
Minority: _____ %
Women: _____ %
IN-Veteran: _____ %33. Is there Renewal Language in the document?
☐ Yes ☒ No34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No**RECEIVED****FEB 28 2023****SBA ACCOUNTING**

MEMORANDUM OF UNDERSTANDING BETWEEN
INDIANA SECRETARY OF STATE
and the
INDIANA STATE FAIR COMMISSION
MOU202300003

This Memorandum of Understanding ("MOU") entered into by and between the Indiana Secretary of State ("SOS"), a unit of state government, and the Indiana State Fair Commission (the "Commission"), a state body corporate and politic, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings, the parties agree as follows:

I. Duties of the Commission

The Commission agrees to provide SOS with:

1. Commission to provide SOS with the presenting sponsorship of all three (3) "\$3 Thursdays" during the 2023 Indiana State Fair:
 - a) Commission to brand and promote "Day" as: *"\$3 Thursday presented by the Indiana Secretary of State."*
 - b) The three (3) "\$3 Thursday" sponsorship dates to be:
 - i. Thursday, August 3rd
 - ii. Thursday, August 10th
 - iii. Thursday, August 17th
2. Commission to include the SOS on signage at all the main entrance gates on all three (3) "\$3 Thursdays." *(Commission to create the artwork design and send to the SOS for approval.)*
3. Commission to provide the SOS with one (1) message on the Fall Creek Pavilion digital billboard during the 2023 Indiana State Fair:
 - a) Digital message to run Friday, July 28th – Sunday, August 20th.
 - b) Final artwork specifications and number of rotations are to be determined by the Commission.
 - c) SOS to provide digital message artwork by the requested date.
4. Commission to include the SOS on the Indiana State Fair Website:
 - a) Corporate Sponsors' Logo Page with scroll-over script and SOS's URL.
 - b) All relevant sections promoting "\$3 Thursdays."
5. Commission to include the SOS in the Indiana State Fair Programs:
 - a) Corporate Sponsors' Logo Page.
 - b) All relevant sections promoting "\$3 Thursdays."
6. Commission to include the SOS in the Daily Gate Sheets:
 - a) SOS has the option to provide artwork for a full-page back cover ad to be included on all three (3) "\$3 Thursday" Daily Gate sheets.
 - b) Commission to send final ad specs to the SOS.
 - c) SOS to submit a .pdf file of the ad to the Commission by the requested date.

7. Commission to provide the SOS with one (1) ten-foot by ten-foot (10' x 10') promotional booth space at Gate 12 on all three (3) "53 Thursdays" during the 2023 Indiana State Fair:
- a) Final promotional booth space location is to be determined by the Commission.
 - b) SOS to staff booth from 9:00am - 9:00pm each day.
(Note: Vehicles must be off the roads by 9:00am. Vehicles are not allowed to access the roads until 11:00pm. The Commission reserves the right to change road hours if needed for security purposes.)
 - c) SOS to be responsible for all costs associated with booth space which includes electricity, internet, Pepsi products, tent rental, tables, chairs, etc.
 - d) Logistic orders are due directly to the Commission's vendors by the requested dates.
 - e) SOS representatives must confine all promotional activities to within the limits of the space allotted to them.
 - f) SOS representatives are prohibited from operating in the aisles or street in such a way as to be a nuisance or interference to the public or to other sponsors and concessionaires.
 - g) Exhibit cannot obstruct the flow of people through aisles or other passageways.
 - h) No roving, solicitor, or distributor of information, including those acting for a profit or non-profit organization, may be allowed to operate on the Fairgrounds unless otherwise approved by Commission.
8. Commission to provide the SOS with one (1) ten-foot by ten-foot (10' x 10') promotional booth space inside the Ag/Hort Building all 18 days of the 2023 Indiana State Fair:
- a) Commission to determine final booth location.
 - b) SOS to staff booth during building hours.
 - c) SOS to be responsible for all costs associated with booth space which includes tables, chairs, etc.
 - d) Logistic orders are due directly to the Commission's vendors by the requested dates.
 - e) SOS representatives must confine all promotional activities to within the limits of the space allotted to them.
 - f) Exhibit cannot obstruct the flow of people through aisles or other passageways.
 - g) No roving, solicitor, or distributor of information, including those acting for a profit or non-profit organization, may be allowed to operate on the Fairgrounds unless otherwise approved by Commission.
 - h) SOS shall comply with all Indiana State Department of Health and Indiana State Fire Marshall regulations.
 - i) SOS must ensure their booth space is clean and free of trash during exhibit hours.
9. Hospitality Package:
- a) One Thousand (1,000) Indiana State Fair Admission Tickets.
 - b) One Hundred (100) One-Day Parking Passes.
 - c) SOS has the option to order additional tickets and parking passes at the discounted rate if needed.
(Note: Deadline to order additional tickets and parking passes is Friday, July 7, 2023.)

NOTE: SOS is responsible for sending all tickets and parking passes to the appropriate on-site representatives prior to the first day of the Fair or on-site staffing dates. All on-site booth workers must have an admission ticket to enter the Fairgrounds each day. If tickets and/or parking passes are not distributed by SOS, they can be purchased at the gates.

II. Duties of SOS

SOS agrees to the following:

1. Option for the SOS to provide one (1) written fifteen second (:15) script to be included in the hourly recognitions on the public-address system to welcome Indiana State Fair guests on all three (3) "\$3 Thursdays." *(Script is due to the Commission by the requested date.)*
2. Option for the SOS to provide three hundred to five hundred (300-500) hats or lanyards for Commission Gates and Parking personnel to wear all three (3) "\$3 Thursdays." *(Items are due to the Commission by the requested date.)*
3. Option for the SOS to create multiple ten-foot by ten-foot (10' x 10') or ten-foot by twenty-foot (10' x 20') promotional displays on the north island of State Fair Boulevard on all three (3) "\$3 Thursdays:"
 - a) SOS to staff booth displays from 9:00am - 9:00pm.
(Note: Vehicles must be off the roads by 9:00am. Vehicles are not allowed to access the roads until 11:00pm. The Commission reserves the right to change road hours if needed for security purposes.)
 - b) Commission reserves the right to pre-approve all promotional give-aways items.
 - c) SOS to be responsible for all costs associated with booth space which includes electricity, internet, Pepsi products, tent rental, tables, chairs, etc.
 - d) Logistic orders are due directly to the Commission's vendors by the requested dates.
 - e) SOS representatives must confine all promotional activities to within the limits of the space allotted to them.
 - f) SOS representatives are prohibited from operating in the aisles or street in such a way as to be a nuisance or interference to the public or to other sponsors and concessionaires.
 - g) Exhibit cannot obstruct the flow of people through aisles or other passageways.
 - h) No roving, solicitor, or distributor of information, including those acting for a profit or non-profit organization, may be allowed to operate on the Fairgrounds unless otherwise approved by Commission.
 - i) *See Appendix A for layout of State Fair Blvd. and location on Fairgrounds.*
 - j) Option for the SOS to use the 2023 Indiana State Fair Logo on advertising and publicity materials (excluding sales materials). SOS must send artwork, that includes Fair logo, to Commission for final approval.
4. Option for the SOS to participate in all relevant social media content in accordance with the Commission's social media guidelines as listed below:
 - a) SOS is free to tag the Indiana State Fair on Facebook @indystatefair (<https://www.facebook.com/IndianaStateFair/>). These posts should pertain specifically to the Indiana State Fair. The Indiana State Fair holds the right to remove any tag that does not align with the Indiana State Fair Commission Brand Standards.
 - b) SOS is encouraged to include #instatefair or @indystatefair in their posts on Twitter (<https://twitter.com/indystatefair>) and Instagram (<https://www.instagram.com/indystatefair/>).
 - c) Commission to approve all SOS produced content before it is posted on any social media platform.
 - d) Contact your Indiana State Fair representative to discuss further social media engagement opportunities.

III. Sponsorship Fee:

1. Pay a total fee ("Sponsorship Fee") of \$80,000:
 - a) Payment due September 30, 2023.
 - b) Commission to invoice the SOS directly.

IV. Term of this MOU

This MOU shall become effective upon signature by both parties and shall remain in effect until September 30, 2023, or until terminated by one of the parties as provided in Section IV.

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IV. Termination

- A. This MOU may be terminated by either party for its convenience; provided, however, that the party terminating the MOU provides not less than sixty (60) days written notice of termination.

Such notice shall be sent via certified mail to:

Notice to SOS:

Indiana Secretary of State
Attn: Jerry Bonnet
200 W. Washington St., Room 201
Indianapolis, IN 46204
Phone: 317-232-6534
Email: jbonnet@sos.in.gov

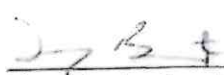
Notice to the State Fair Commission:

Indiana State Fair Commission
Attn: Contracts – Admin Building
1202 East 38th Street
Indianapolis, IN 46205
Phone: (317) 927-7500
Email: contracts@indianastatefair.com

- B. In the event 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 cancelled. 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.

In Witness Whereof, the Commission and the SOS have, through their duly authorized representatives, entered into this Memorandum. The parties, having read and understood the foregoing terms of this Memorandum, do by their respective signatures dated below agree to the terms thereof.

For the Indiana Secretary of State:

 Diego Morales, Secretary of State for Diego A Bonnet
Diego Morales, Secretary of State for Diego A Bonnet
Date 2/13/23

For the State Fair Commission:

2/17/23

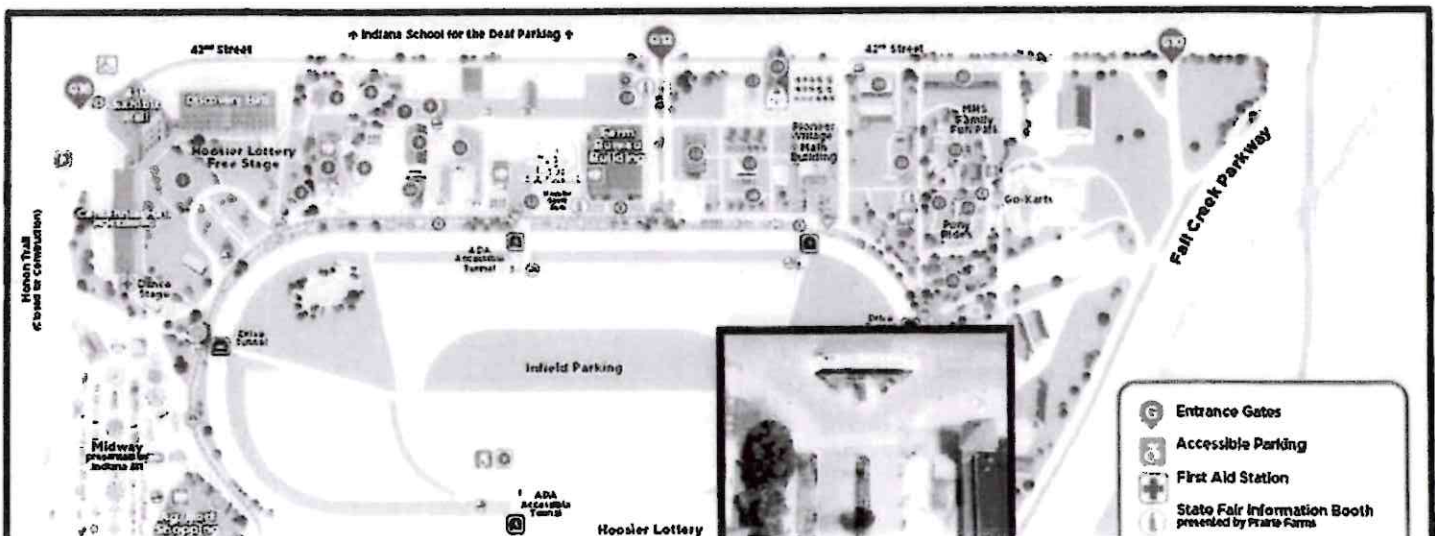
Date

 for
Zachary Q. Jackson, Director

3109123
Date

State Fair Blvd. Layout and Location

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Note: Map is not drawn to exact