



## 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: <b>EDS A27-23-014</b>	2. Date prepared: <b>02-24-2023</b>
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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 <sup>317</sup> _____

### FISCAL INFORMATION

4. Account Number: <b>15167-10000-599112</b>	5. Account Name: <b>Voter Education &amp; Outreach</b>
6. Total amount this action: <b>\$33,000.00</b>	7. New contract total: <b>\$33,000.00</b>
8. Revenue generated this action: <b>0.00</b>	9. Revenue generated total contract: <b>0.00</b>
10. New total amount for each fiscal year: Year <u>2024</u> \$ <u>33,000.00</u> Year _____ \$ _____ Year _____ \$ _____      Year _____ \$ _____ Year _____ \$ _____      Year _____ \$ _____ Year _____ \$ _____      Year _____ \$ _____	

### TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): <b>9/1/2023</b>	12. To (month, day, year): <b>5/25/2024</b>
13. Method of source selection: <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP # _____ <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Special Procurement	

### AGENCY INFORMATION

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

### AGENCY CONTACT INFORMATION

17. Name: <b>Jerold A. Bonnet, General Counsel</b>	18. Telephone #: <b>317-232-6534</b>
19. E-mail address <b>jbonnet@sos.in.gov</b>	

### COURIER INFORMATION

20. Name: <b>Jerold A. Bonnet, General Counsel</b>	21. Telephone #: <b>317-232-6534</b>
22. E-mail address: <b>jbonnet@sos.in.gov</b>	

### VENDOR INFORMATION

23. Vendor ID Number: <b>0000055185</b>	
24. Name: <b>Indiana State Fair Commission</b>	25. Telephone #: <b>317-927-7525</b>
26. Address: <b>1202 E. 38th St. Indianapolis, IN 46205</b>	
27. E-mail address: <b>rcoffey@indianastatefair.com</b>	
28. Is the vendor registered with the Secretary of State? ( <i>Out of State Corporations, must be registered</i> ) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages: <b>100</b> %
31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN-Veteran: _____ %
33. Is there Renewal Language in the document? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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 grounds year-around advertising program sponsorship for voter registration, 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 grounds is an opportunistic 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 <b>3/4/2023</b>	42. Budget agency approval 	43. Date Approved <b>3/10/2023</b>
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved



**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 and SOS**

The Commission agrees to provide SOS with:

1. Commission to provide the SOS with one (1) Fall Creek Pavilion digital billboard ad:
  - a) Digital ad to run September 1, 2023 – July 25, 2024.
  - b) Final artwork specifications and number of rotations are to be determined by the Commission.
  - c) SOS has the option to provide two (2) artwork files, to be rotated in use, during the term of the Agreement. (i.e. one artwork file to run September-December and the other file to run January-July).

**II. Sponsorship Fee:**

1. Pay a total fee ("Sponsorship Fee") of \$33,000:
  - a) Payment due September 1, 2023.
  - b) Commission to invoice the SOS directly.

**III. Term of this MOU**

This MOU shall become effective upon signature by both parties and shall remain in effect until July 25, 2024, or until terminated by one of the parties as provided in Section IV.

**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](mailto:jbonnet@sos.in.gov)

**Notice to the State Fair Commission:**

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

[The remainder of this page is left intentionally blank.]

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.

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For the Indiana Secretary of State:

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

For the State Fair Commission:

  
for 2/14/23  
Cynthia C. Hoye, Executive Director Date

For the State Budget Agency:

  
for 3/09/2023  
Zachary Q. Jackson, Director Date

