



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: A27-25-018	2. Date prepared: 01/24/2025
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3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input 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 checked="" type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 10380	5. Account Name: General Fund
6. Total amount this action: \$165,000.00	7. New contract total: \$165,000.00
8. Revenue generated this action: -0-	9. Revenue generated total contract: -0-
10. New total amount for each fiscal year:	
Year <u>2025</u> \$ <u>\$2,500.00</u>	Year _____ \$ _____
Year <u>2026</u> \$ <u>\$2,500.00</u>	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____
Year _____ \$ _____	Year _____ \$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 03/01/2025	12. To (month, day, year): 08/31/2025
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP # _____	<input checked="" type="checkbox"/> Other (specify) <u>sole source - negotiated</u>
<input type="checkbox"/> Negotiated	
<input type="checkbox"/> Special Procurement	

AGENCY INFORMATION	
14. Name of agency: Secretary of State 00040	15. Requisition Number:
16. Address: 200 W Washington St. Room 201 Indianapolis, IN 46204	
AGENCY CONTACT INFORMATION	
17. Name: Jerold Bonnet, General Counsel	18. Telephone #: 317-232-6534
19. E-mail address jbonnet@sos.in.gov	
COURIER INFORMATION	
20. Name: Jerold A. Bonnet	21. Telephone #: 317-232-6534
22. E-mail address: jbonnet@sos.in.gov	
VENDOR INFORMATION	
23. Vendor ID Number: 0000055185	
24. Name: Indiana State Fair Commission	25. Telephone #: 317-927-7500
26. Address: 1202 E 38th St. - Adm. Build Indianapolis, IN 46205	
27. E-mail address: contracts@indianastatefair.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <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: _____%
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)? <input type="checkbox"/> Yes: IOT or Delegate has signed off on contract	
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC3-6-3.7-4 Voter Education; IC23-19-6-1 Investor Education; IC23-0.5 Business Registration	
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 sponsorship program for voter registration; voter education; investor education and protection; Indiana small business development; auto consumer protection.	
38. Justification of vendor selection and determination of price reasonableness: The agency is responsible for reaching out to Hoosiers for voter registration and education, investor education and protection, business registration assistance, and auto consumer protection services. The State Fair offers good venue for outreach and education activities for a broad and geographically diverse collection of Hoosiers. Collaboration with the State Fair is cost effective and commercially competitive with other communications and outreach media and program alternatives.	
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) N/A	
40. Agency fiscal officer or representative approval 	41. Date Approved 1/24/2025
42. Budget agency approval 	43. Date Approved 2/4/25
44. Attorney General's Office approval	45. Date Approved
46. Agency representative receiving from AG	47. Date Approved

BOX #	The EDS number is constructed by combining the agency identification number, the fiscal year, and the last section is assigned by your agency as a unique identifier. MUST BE COMPLETED.
1	
2	Enter the date the EDS is being prepared for routing.
3	Place a check mark by the appropriate type of agreement being routed. If the agreement is a renewal or amendment please insert the sequence number (<i>i.e. renewal #1, amendment #2</i>)
4 & 5	Enter the account number and account name that will fund this agreement.
6	Enter the dollar amount of the agreement being routed.
7	Enter the total dollar amount of the entire agreement (<i>i.e. original contract amount plus any renewals/amendments.</i>).
8	THIS ONLY APPLIES TO MONEY BEING RECEIVED BY THE STATE. Enter the amount of money being received by the agency from this agreement.
9	Enter the total dollar amount of money being received by the State for the entire agreement (<i>i.e. original contract amount plus any renewals/amendments</i>).
10	This box must be completed if a contract crosses fiscal years. Indicate the amount of funding for each appropriate fiscal year. Example: A contract starting in fiscal year 2001 and being completed in fiscal year 2002 would have 2001 with a dollar amount and 2002 with a dollar amount. Ensure that the dollar amounts listed in this box will be equal to the dollar amount for the entire agreement.
11 & 12	Enter the date the agreement will begin and end. If this date is determined by the date of the last signatory, enter an estimated date. THERE MUST BE DATES ENTERED.
13	Check the method used to select the contractor for this agreement. If a special procurement was used, you must attach an approval letter. If no solicitation occurred for contracts in the amount of \$75,000 and over, you must attach a letter of justification.
14 & 16	Enter name and address of agency requesting contract.
15	Enter a requisition number ONLY if your agency is attaching a requisition to the contract during signature cycle.
17, 18, & 19	Enter the name, telephone number and e-mail address of the individual in your agency to contact with questions about the attached agreement.
20, 21, & 22	Enter the name, telephone number and e-mail address of the individual responsible for routing this agreement.
23	Enter the Vendor ID. THIS AREA MUST BE FILLED IN TO PROCESS THE AGREEMENT.
24, 25, 26, & 27	Enter the name, telephone number, address and e-mail address of the contractor involved with the agreement. Enter the information necessary for your agency, only the name is vital for contract processing.
28	If your contractor is a corporation and the address is outside of the State of Indiana, they must be registered with the Secretary of State's office to do business with the State of Indiana. (IC 23-17-26 & IC 23-1-49-1 & IC 5-22-16-4)
29, 30, 31 & 32	Check "NO" unless a minority, women, or IN-Veteran owns 51% or more of a company. If 51% or more of the company is owned, a 100% should be entered in the percentage space. If a sub-contractor is minority, women, or IN-Veteran owned, the percentage of the dollar amount of the contract performed by the sub-contractor should be entered in the percentage space.
33 & 34	Self-explanatory: Check the appropriate answer for each question.
35	Check this box if this agreement must be submitted to IOT for approval.
36	Cite applicable Indiana or Federal codes that apply to this agreement.
37	Insert a brief description of the work included in the agreement and why the state should spend the money.
38	Enter the manner of source selection. If a formal RFP were used merely, enter the RFP number. If no formal process were used, enter how your agency chose the vendor and how you determined the price offered to be reasonable.
39	If your agreement is being placed in the signature cycle more than 30 days after the agreement has started, enter an explanation as to why. (<i>i.e. start date 7/1/01 put in to signature cycle on 8/5/01</i>)
40 & 41	The agency fiscal officer should initial and date this box.

EDS #27-25-018

MEMORANDUM OF UNDERSTANDING BETWEEN
INDIANA SECRETARY OF STATE
and the
INDIANA STATE FAIR COMMISSION
MOU202500002

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:

YEAR-ROUND SIGNAGE SPONSORSHIP DEAL POINTS:

1. Commission to provide the Sponsor with space for **one (1) sign** inside the southwest infield walk tunnel:
 - a) Signage to be displayed March 1, 2025 – February 28, 2026.
 - b) Commission to determine final signage size and location.
 - c) Sponsor to provide signage artwork to the Commission by the requested date.
2. Commission to provide the Sponsor with space for **two (2) signs to be displayed year-round** inside the Indiana State Fairgrounds Coliseum:
 - a) Signage to be displayed September 1, 2025 – December 31, 2026.
 - b) Commission to determine final signage sizes and locations.
 - c) Sponsor to provide signage artwork to the Commission by the requested date.
3. Commission to provide the Sponsor with **one (1) Fall Creek Pavilion digital billboard ad**:
 - a) Digital ad to run September 1, 2025 – December 31, 2026.
 - b) Final artwork specifications and number of rotations are to be determined by the Commission.
 - c) Sponsor has the option to provide updated 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).

2025 INDIANA STATE FAIR SPONSORSHIP DEAL POINTS:

1. Commission to provide Sponsor with the **presenting sponsorship** of both "\$2 Tuesdays" during the 2025 Indiana State Fair:

1 of 8

- a) Commission to brand and promote "Day" as: "\$2 Tuesday presented by the Indiana Secretary of State."
 - b) The two (2) "\$2 Tuesdays" sponsorship dates to be:
 - i. Tuesday, August 5th
 - ii. Tuesday, August 12th
2. Commission to include the Sponsor on **signage** at all the main entrance gates on both "\$2 Tuesdays." (*Commission to create the artwork design and send to the Sponsor for approval.*)
3. Commission to include the Sponsor on the **Indiana State Fair Website**:
 - a) Corporate Sponsors' Logo Page with scroll-over script and Sponsor's URL.
 - b) All relevant sections promoting "\$2 Tuesdays."
4. Commission to include the Sponsor in the **Indiana State Fair Programs**:
 - a) Corporate Sponsors' Logo Page.
 - b) All relevant sections promoting "\$2 Tuesdays."
5. Commission to include the Sponsor in the **Daily Gate Sheets**:
 - a) Sponsor has the option to provide artwork for a **full-page back cover ad** to be included on both "\$2 Tuesdays" Daily Gate sheets.
 - b) Commission to send final ad specs to the Sponsor.
 - c) Sponsor to submit a .pdf file of the ad to the Commission by the requested date.
6. Commission to provide the Sponsor with **one (1) ten-foot by ten-foot (10' x 10')** **promotional booth space inside the Mercantile Building** all 15 days of the 2025 Indiana State Fair:
 - a) Commission to determine final booth location.
 - b) Sponsor to staff booth during building hours.
 - c) Sponsor 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) Sponsor 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) Sponsor shall comply with all Indiana State Department of Health and Indiana State Fire Marshall regulations.
 - i) Sponsor must ensure their booth space is clean and free of trash during exhibit hours.
7. Commission to provide the Sponsor with **one (1) ten-foot by ten-foot (10' x 10')** **outdoor promotional booth** all 15 days of the 2025 Indiana State Fair:
 - a) Promotional booth to be located in Celebration Park.
(*Note: Location to be as close to parade route as possible.*)

- b) Sponsor 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.)
 - c) Commission reserves the right to pre-approve all promotional give-aways items.
 - d) Sponsor to be responsible for all costs associated with booth space which includes electricity, internet, Pepsi products, tent rental, tables, chairs, etc.
 - e) Logistic orders are due directly to the Commission's vendors by the requested dates.
 - f) Sponsor representatives must confine all promotional activities to within the limits of the space allotted to them.
 - g) Sponsor 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.
 - h) Exhibit cannot obstruct the flow of people through aisles or other passageways.
 - i) 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 Sponsor with the following **hospitality package**:
- a) One Thousand (1,000) Indiana State Fair Admission Tickets.
 - b) One Hundred (100) One-Day Parking Passes.
 - c) One (1) Lot 1 Parking Pass.
 - d) Two (2) Vendor ID Badges.
(Note: Sponsor representatives must complete vendor training to receive badges. Commission to send training link at the end of June/early July.)
 - e) Sponsor to purchase the following additional tickets and parking passes:
 - a. One Thousand (1,000) Admission Tickets at the \$2 Tuesday rate.
 - b. One Hundred (100) One-Day Parking Passes at the normal parking rate.
 - c. Commission to invoice the Sponsor as soon as order has been processed.

NOTE: *The Sponsor 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 the Sponsor, they can be purchased at the gates at full price.*

II. Duties of SOS

SOS agrees to the following:

- 1. Option for the Sponsor 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 both "\$2 Tuesdays." *(Script is due to the Commission by the requested date.)*

2. Option for the Sponsor to provide **three hundred to five hundred (300-500) hats or lanyards** for Commission Gates and Parking personnel to wear all both "\$2 Tuesdays."
(Items are due to the Commission by the requested date.)
3. Option for the Sponsor 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 both "\$2 Tuesdays:"
 - a) Sponsor 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) Sponsor 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) Sponsor representatives must confine all promotional activities to within the limits of the space allotted to them.
 - f) Sponsor 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.*
4. Option for the Sponsor to use the 2025 **Indiana State Fair Logo** on advertising and publicity materials (excluding sales materials). Sponsor must send artwork, that includes Fair logo, to Commission for final approval.
5. Option for the Sponsor to participate in all **relevant social media content** in accordance with the Commission's social media guidelines as listed below:
 - a) Sponsor 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) Sponsor 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 Sponsor 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.

6. Option for the Sponsor to rent **one (1) golf cart** during the 2025 Indiana State Fair:
 - a) Golf cart rental is based on Commission approval and golf cart company's availability.
 - b) Sponsor to be responsible for all costs associated with golf cart rental. *(Note: final golf cart rental fee is to be determined based on golf cart company's pricing each year.)*
 - c) All Sponsor representatives who drive the golf cart must sign the rental waiver and abide by the Commission's and Golf Cart Company's rules. Commission reserves the right to revoke golf cart access if any Sponsor representative does not follow established rules.

III. Sponsorship Fee:

1. SOS to pay a total fee ("**Sponsorship Fee**") of \$165,000:
 - a) Sponsorship pricing breakdown is listed below:
 - i. Walk Tunnel & Coliseum Signage - \$37,000
 - ii. Fall Creek Digital Board Signage - \$40,000
 - iii. 2024 Indiana State Fair Sponsorship - \$88,000
 - b) Payment due by September 30, 2025.
 - c) 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 December 31, 2026, or until terminated by one of the parties as provided in Section IV.

V. 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.

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

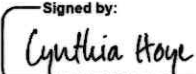
In Witness Whereof, the Commission and the SOS have, through their duly authorized representatives, entered into this Memorandum. The parties, having read and understood the foregoing terms of this Memorandum, do by their respective signatures dated below agree to the terms thereof.

For the Indiana Secretary of State:

 for
Jerold A. Bonnet, Deputy Secretary of State

1/24/2025
Date

For the State Fair Commission:

Signed by:

371948827F4D430...
Cynthia C. Hoyer, Executive Director

1/21/2025
Date

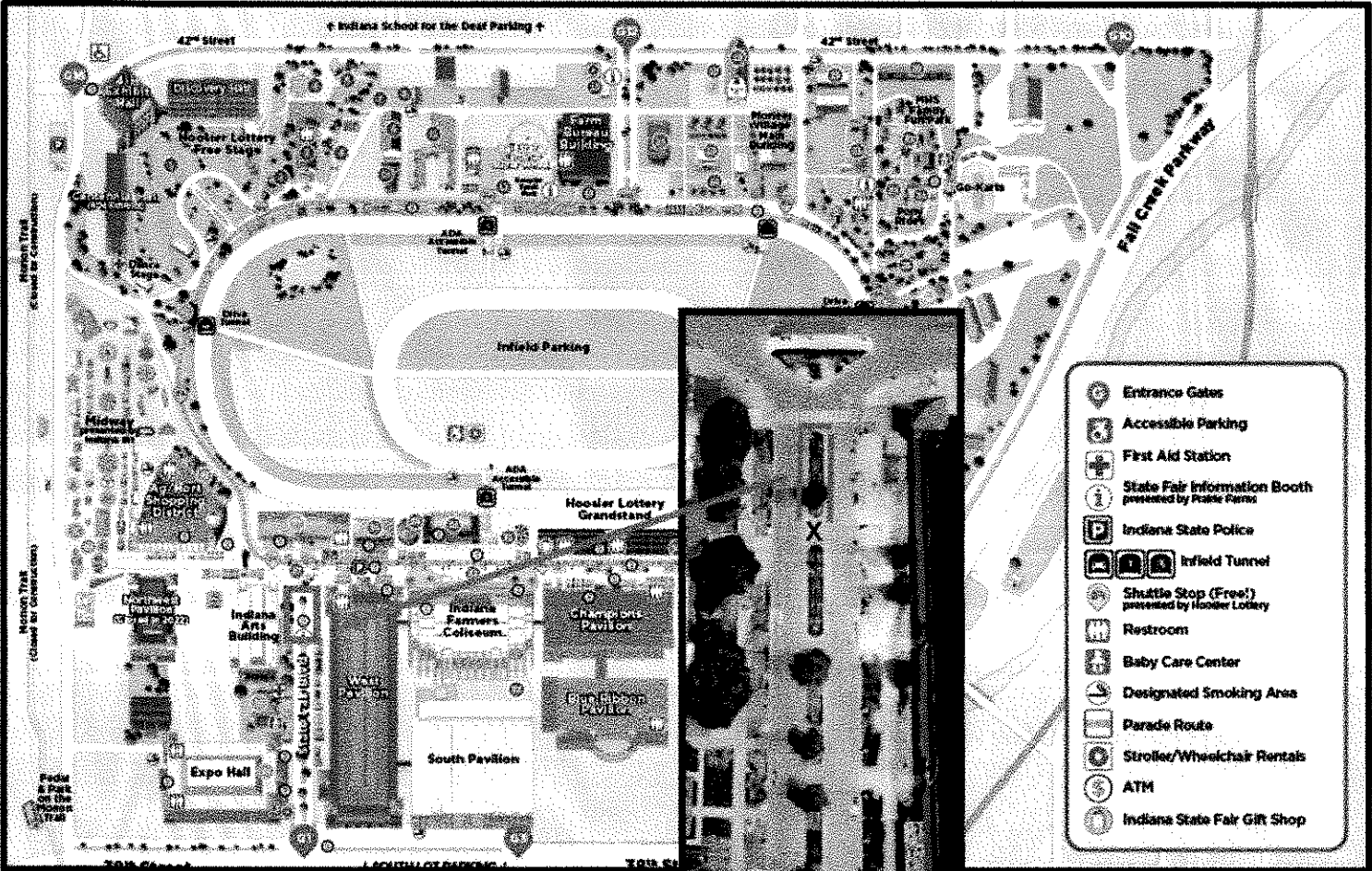
For the State Budget Agency:

 for
Chad Ranney, State Budget Director

2/5/25
Date

APPENDIX A

State Fair Blvd. Layout and Location



Note: Map is not drawn to exact