



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

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.

H24
#19
JS

1. EDS Number: C39-9-IHSParking	2. Date prepared: 2/16/2009
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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 checked="" 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 _____

FISCAL INFORMATION

4. Account Number:	5. Account Name:
6. Total amount this action: \$0.00	7. New contract total: 0.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2009	\$0.00
Year _____	\$ _____
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 4/1/2009	12. To (month, day, year): 3/31/2039
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input checked="" type="checkbox"/> Negotiated
	<input type="checkbox"/> Special Procurement
	<input type="checkbox"/> Other (specify) _____

AGENCY INFORMATION

14. Name of agency: Department of Administration	15. Requisition Number:
16. Address: Indiana Dept of Administration Commissioner Office 402 W WASHINGTON ST RM W479 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: Tony Green	18. Telephone #: 317/234-1596
19. E-mail address: agreen@idoa.in.gov	

COURIER INFORMATION

20. Name: Megan Lawson	21. Telephone #: 317-233-1494
22. E-mail address: mlawson@idoa.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000055140	
24. Name: INDIANA HISTORICAL SOCIETY	25. Telephone #: NA
26. Address: 450 W OHIO ST INDIANAPOLIS, IN 46202	
27. E-mail address: NA	
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 Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31 Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ %
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 type="checkbox"/> Yes <input checked="" 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 4-20.5-5

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
IHS leases from IDOA real estate legally described as Lots 7, 8, 9, and 10 and Alexander Jameson's Subdivision Lots 2, 3, 4, 5, and 6, all in Square 31 of the Original Donation Lands of Indianapolis.

RECEIVED
MAR 10 2009
OAG-ADVISORY

38. Justification of vendor selection and determination of price reasonableness:
Negotiated. Vendor occupies the building next to the lot.

RECEIVED
FEB 23 2009
OAG-ADVISORY

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	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 2/19/09
44. Attorney General's Office approval JS	45. Date Approved 3-10-09	46. Agency representative receiving from AG	47. Date Approved



**STATE OF INDIANA
PARKING AGREEMENT**

This Parking Agreement (hereafter referred to as the "Agreement") is made and entered into by and between THE INDIANA HISTORICAL SOCIETY, *a public benefit corporation under the Indiana Not-for Profit Corporation Act of 1991* (hereafter referred to as "Permittee"), and THE STATE OF INDIANA, acting through its Department of Administration (hereafter referred to as "Permitter").

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

1. THE PROPERTY

Permittee hereby leases from Permitter and Permitter hereby leases to Permittee that real estate legally described as Lots 7, 8, 9 and 10 and Alexander Jameson's Subdivision Lots 2, 3, 4, 5, and 6, all in Square 31 of the Original Donation Lands of the Town (now City) of Indianapolis (hereafter referred to as the "Premises").

2. TERM AND HOLDOVER

- A. The term of this Agreement is for an initial period (hereafter referred to as the "Initial Period") of thirty (30) years beginning April 1, 2009, and ending March 31, 2039.
- B. In the event Permittee continues in possession of the Premises after this 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 specified in Section 3 of this Agreement.

3. CONSIDERATION

The consideration for this Agreement is that Permittee will provide for all janitorial services in the Indiana Historical Society Building on the northeast corner of West Street and Ohio Street shown on Exhibit A (IHS SITE 'D'), attached hereto and incorporated herein. The State will not be obligated to pay for janitorial services as identified in Exhibit B, attached hereto and incorporated herein, and as provided in the LANDLORD SERVICES provision in the Lease Agreement (the "Lease") previously entered into by and between the Parties (the "Janitorial Services"), which lease is incorporated herein and made a part hereof by reference. Within thirty (30) days of the execution of this agreement, Permittee will be responsible for contracting for the Janitorial Services.

In the event Permittee or successors do not provide the consideration expressed in Section 3 of this Agreement, this Agreement shall terminate and Permitter shall be released from any and all obligations under this Agreement.

4. GENERAL USES BY PERMITTEE

- A. Permittee will not be permitted to make any alterations, additions, repairs, improvements or decorations to the Premises other than contemplated by the development plan as indicated in Exhibit C, attached hereto and incorporated herein, except as agreed upon in a separate written agreement between Permittee and Permittor.
- B. Permittee will not affix or cause to be affixed to the Premises any sign, advertisement or notice of a permanent nature without the prior written consent of Permittor.
- C. Permittee shall allow Permittor use of the Premises on an as-needed basis as long as such use does not materially interfere with the use by Permittee of the Premises.
- D. If Permittee wants to use the land for anything other than parking or temporary use to carry out the programs of Permittee, Permittor must be notified and consent in writing.
- E. Permittee will cooperate with Permittor if Permittor decides the State Archives should be located on the Premises with consideration given to Permittee to address consistency with the design and architecture of Permittee's building.
- F. Permittee shall cooperate with Permittor to provide parking needs for special events as long as such use does not materially interfere with the use by Permittee of the Premises.

5. SERVICES PROVIDED BY PERMITTOR

- A. Permittor will provide all ordinary maintenance of the parking area, including snow removal (when snow reaches 2 inches) and ice removal during normal maintenance service hours as indicated in Exhibit D (Normal Service Hours), attached hereto and incorporated herein. Permittee will be responsible for such maintenance during non-service hours.
- B. Permittor agrees to maintain the Premises in a condition of safety and habitability appropriate to the needs and uses of Permittee. All maintenance, upkeep and repair for the Premises shall be the responsibility of Permittor and shall be provided at Permittor's expense except for the gate control equipment. Permittee shall have responsibility in maintaining, repairing or replacing this "parking lot equipment". Upon notice from Permittee of any condition reasonably requiring repair or maintenance, Permittor shall promptly make the reasonably required repairs and perform the required maintenance.
- C. Permittee will operate and maintain the Premises and give the Premises back to the State in same or better condition.

6. ASSIGNMENT OF THE AGREEMENT

Permittee shall not assign this Agreement or any part thereof; or permit the use of the Premises, by anyone other than Permittee, its invitees, patrons, agents, officers and employees, without the prior written consent of Permittor.

7. TERMINATION

Permitter may terminate this Agreement any time after two (2) years by giving sixty (60) days written notice to Permittee. The parties acknowledge that Permittee, at its sole cost and expense, constructed the parking lot in 1997 for \$700,000 and it anticipates that this Agreement shall extend through 2039. In the event this Agreement is terminated by Permitter in accordance with this Section 7, Permitter shall also resume its obligation to pay for the Janitorial Services and as provided in the LANDLORD SERVICES provision in the Lease previously entered into by and between the parties.

In the event Permittee or successors vacate or abandon the primary structure which is the subject of the Lease referred to above and incorporated herein, this Agreement shall terminate and Permitter shall be released from any and all obligations under this Agreement.

8. NON-DISCRIMINATION

Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, Permittee and its Subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement. Acceptance of this Agreement also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

9. COMPLIANCE WITH LAWS

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

B. Permittee 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., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. Notwithstanding the foregoing, the State acknowledges and agrees that Permittee is neither a state agency nor an instrumentality of the state as defined by Indiana law. If Permittee is not familiar with these ethical requirements, Permittee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If Permittee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to Permittee. In addition, Permittee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. Permittee certifies by entering into this 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. Permittee agrees that any payments currently due to the State may be withheld from payments due to Permittee. Additionally, further work or payments and/or required services of Permittor may be withheld, delayed, or denied and/or this Agreement suspended until Permittee is current in its payments and has submitted proof of such payment to the State.

D. Permittee 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, Permittee agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Agreement.

E. If a valid dispute exists as to Permittee's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to Permittee, Permittee may request that it be allowed to continue, or receive work, without delay. Permittee must submit, in writing, a request for review to the Indiana Department of Administration ("IDOA") following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. Permittee warrants that Permittee and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. Permittee 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.

H. As required by IC 5-22-3-7:

(1) Permittee and any principals of Permittee certify that (A) Permittee, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) 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) Permittee will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

(2) Permittee and any principals of Permittee certify that an affiliate or principal of Permittee and any agent acting on behalf of Permittee or on behalf of an affiliate or principal of Permittee (A) except for de minimis and nonsystematic violations, 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 Agreement, even if IC 24-4.7 is preempted by federal law.

10. INDIANA LAW

This Agreement shall be interpreted in accordance with and be governed by the laws of the State of Indiana.

11. LIENS

Permittee shall keep the Premises free from any liens, including, but not limited to, mechanics' liens. Permitter shall notify Permittee in the event such a lien is placed upon the Premises by virtue of an act or failure to act on the part of Permittee. Upon receipt of such notice, Permittee shall cause such lien to be removed, insured against or bonded over within sixty (60) days after the date such notice is received by Permittee.

12. CANCELLATION

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Agreement, the Agreement shall be canceled and the lease shall be terminated. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. MISCELLANEOUS PROVISIONS

- A. No waiver of any condition or covenant of this Agreement or failure to exercise a remedy by either of the parties shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, or remedy.
- B. This Agreement shall be interpreted and governed by the laws of the State of Indiana. All nouns, pronouns and any variation thereof shall be deemed to refer the masculine, feminine, neuter, singular or plural as the context may require.
- C. This Agreement contains all the agreement and understandings between the parties and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties or their respective successors. This Agreement may be executed in one or more counterparts, each of which shall constitute an executed original.
- D. Nothing in this Agreement will be deemed by Permitter or Permittee as creating the relationship of principal and agent, partnership, or joint venture. Permitter and Permittee agree that this Agreement and all acts done in compliance with this Agreement will not be deemed to create any relationship other than the relationship of Permitter and Permittee.

14. MAINTAINING A DRUG FREE WORK PLACE (EXECUTIVE ORDER 90-5)

- A. Permittee, for itself, agents and representatives hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement, a drug-free work place, and that it will give written notice to the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of Permittee, its agents or representatives has been convicted of a criminal drug violation occurring in Permittee's work place.

- B. In addition to the provisions of subparagraph (A) above, if the total rent for the Agreement term set forth in this Agreement is in excess of \$25,000.00, Permittee hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Work Place certification executed by Permittee in conjunction with this Agreement and which is appended as an Attachment hereto.
- C. It is further expressly agreed that the failure of Permittee to in good faith comply with the terms of subparagraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph (B) above, shall constitute a material breach of this Agreement, and shall entitle the State to impose sanctions against Permittee, its agents and representatives including, but not limited to, suspension of rental payments, termination of this Agreement and/or debarment of Permittee from doing further business with the State for up to three (3) years.

15. NOTICES

All notices required to be given under this Agreement will be made in writing and will be sent by registered or certified mail to the parties as follows:

PERMITTEE: President and CEO
Indiana Historical Society
450 West Ohio Street
Indianapolis, Indiana 46202

PERMITTOR: Commissioner
Department of Administration
Indiana Government Center South
402 West Washington Street, W479
Indianapolis, Indiana 46204

16. INDEMNIFICATION

Permittee agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of Permittee and/or its subcontractors, if any. The State shall not provide such indemnification to Permittee.

17. PENALTIES/INTEREST/ATTORNEY'S FEES

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-2-22-1 et seq., and IC 34-4-16-1.1 et seq.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests under penalties of perjury that he is the contracting party, or that he is the representative, agent, member or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the Agreement.

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

Permittee

THE INDIANA HISTORICAL SOCIETY

(Where Applicable)

By: *John A. Herbst*
Printed Name: John A. Herbst
Title: President / CEO
Date: February 9, 2009

Attested By: *Thomas G Hoback*
Thomas G Hoback
Chairman, Board of Trustees
February 11, 2009

Indiana Department of Administration

By: *Mark W. Everson*
Mark W. Everson, Commissioner
2/13/09

Indiana Office of Technology

By: _____
Printed Name: _____
Title: _____
Date: _____

State Budget Agency

Christopher A. Ruhl (for)
Christopher A. Ruhl, Director
Director
Date: 2/19/09

**APPROVED as to Form and Legality:
Office of the Attorney General**

James F. Schmitt (for)
Gregory F. Zoeller, Attorney General
Date: 3-10-09

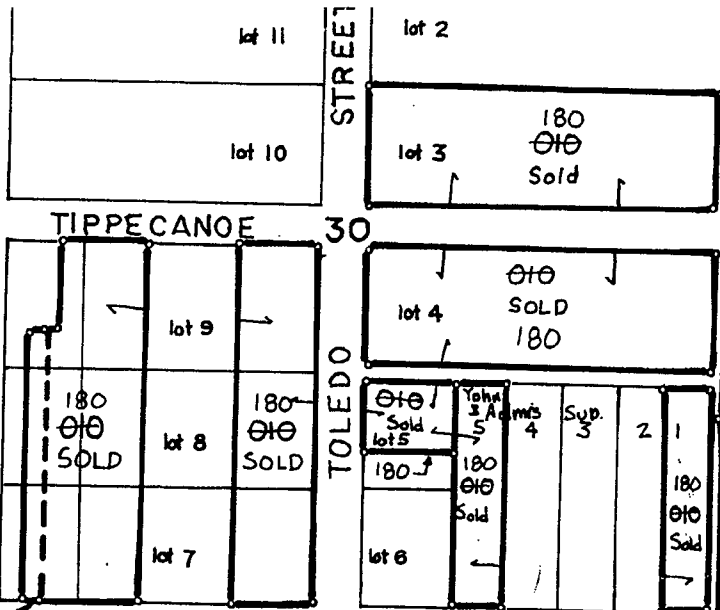
EXHIBIT "A"

Legal Description

Lots numbered 4, 5, 6, 7, 8 and 9 in Square 31 of the Donation Lands of the City of Indianapolis, Marion County, Indiana. Also, Miami Street lying between said Lots 3 and 4 in Square 31 heretofore vacated by proceedings under Declaratory Resolution #9481 (1920) as set forth in a transcript recorded February 26, 1920 in Town Lot Record 623, page 190, in the Office of the Recorder of Marion County, Indiana. Also, Miami Street lying between Lot 1 in Alexander Jameson's Subdivision and Lot 9 in Square 31 heretofore vacated by proceedings under Declaratory Resolution #10348 (1922) as set forth in a transcript recorded November 9, 1922 in Town Lot Record 681, page 301. Also, part of Toledo Street from the North line of Ohio Street to the North line of vacated Miami Street heretofore vacated by proceedings under Declaratory Resolution #83-VAC-13 as set out in a transcript recorded May 2, 1983 as Instrument #83-28370 in the Office of the Marion County Recorder, exclusive of the right of way described in Corrective Instrument No. 85-58810 and subject to the permanent easement described in Instrument No. 86-23907.

Exhibit A

STREET

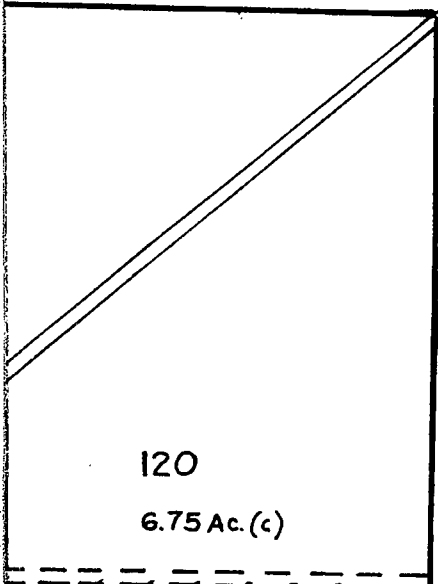


SOLD

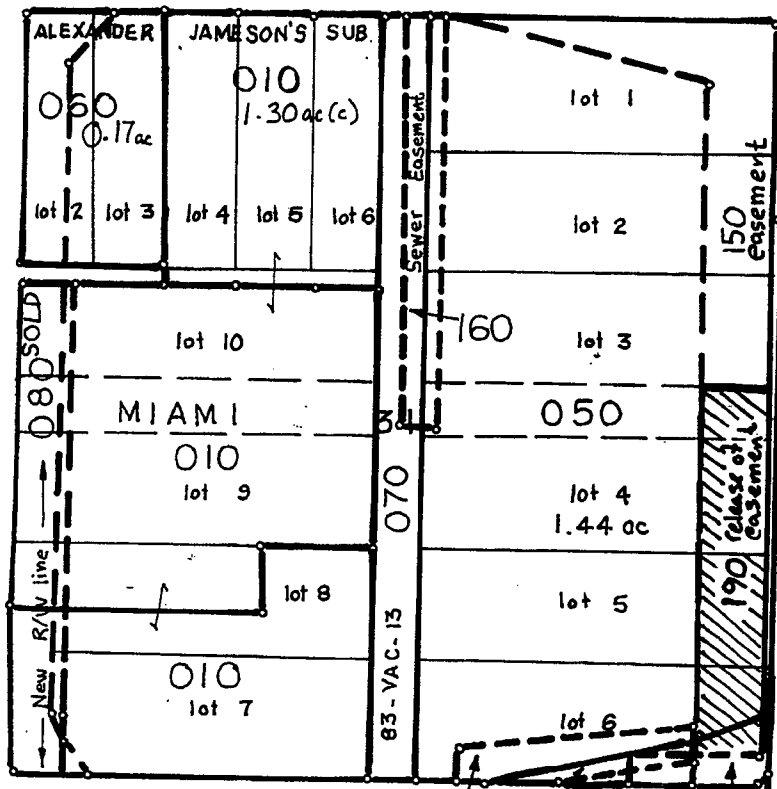
CONRAIL

STREET CANAL

NEW YORK



STREET



MISSOURI

CENTRAL

120
6.75 Ac. (c)

200
chill pipe use
sense

460 170 110
Sewer Easement .03 Ac.
OHIO SOLD

MAP 49-05-204C

CENTER

TOWNSHIP,

MARION

EXHIBIT B – Janitorial Services

- Daily Porter Service
 - Light trash removal
 - Sweeping of public areas
 - Cleaning of restrooms
 - Spot cleaning
- Daily Full Cleaning Services
 - Office cleaning
 - Trash removal
 - Dusting of all horizontal surfaces
 - Spot cleaning interior glass
 - Sanitize phones
 - Vacuum floors and mats
 - Clean chairs
 - Dust baseboards
 - Restock disposable paper towels
 - Clean and sanitize sinks and countertops
 - Restroom cleaning
 - Trash removal
 - Clean mirrors
 - Clean and sanitize sinks, countertops, toilets and urinals
 - Clean stall walls
 - Restock disposable paper and soap
 - Sweep and wet mop floors
 - Common and Café area cleaning
 - Pick-up trash and trash removal
 - Clean tables and counters
 - Clean and straighten chairs
 - Clean all entrance glass
 - Clean mats
 - Clean drinking fountains
 - Dust and/or polish horizontal surfaces
 - Sweep and wet mop floors
 - Exterior entrances and café terrace
 - Pick up trash
 - Sweep terrace
 - Clean and straighten chairs
 - Clean doors
 - Sweep walks and stairs
 - Dust exterior of light fixtures affixed to building and loggia
 - Floor cleaning
 - Spot and spill removal on carpet and floors as needed
 - Agitation cleaning and extraction on carpets as directed
 - Scrub and apply finishes on tile as directed

EXHIBIT C DEVELOPMENT PLAN

Site Development

If the Society delivers to the State the Election to Proceed, the Society shall promptly thereafter undertake to prepare the Site for construction of the Building thereon. Such preparation (the “Site Development Work”) shall include the following:

- a. Removal of all surface and underground obstructions, including but not limited to (i) underground storage tanks, foundations and footings, (ii) concrete and asphalt paving materials, (iii) fencing, (iv) signage, (v) sidewalks and curbs and (vi) abandoned utility conduits, pipes and fixtures;
- b. Rough grading of the Site in accordance with the grading plan included in the Final Plans;
- c. Removal of the existing gasoline pumping facility;
- d. Removal or relocation of any existing utilities which, as currently located, would obstruct the construction of the Building or other on-site improvements to be made by the Society; and
- e. Rerouting the sanitary sewer, electricity and telephone lines or conduits around the perimeter property line of the Site at locations indicated on the Final Plans and the extension of storm water drainage, gas, steam, chilled water and potable water facilities as indicated on the Final Plans.

The Society shall complete the Site Development Work within 120 days following the date the Site Development Work is commenced subject to force majeure (as defined in Paragraph 10 below). The date that the Society completes the Site Development Work is referred to herein as the “Site Completion Date”. The Site Development Work may be undertaken simultaneously with construction of the Building.

EXHIBIT D
NORMAL SERVICE HOURS

MONDAY-FRIDAY -- 8:00A.M. - 5:00P.M.

SATURDAY – 9:00A.M. – 5:00P.M.