

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	05.05.2022	Meeting Date:	05.16.2022
Contact Information:			
Requested by:	Lynnette Gray		
On Behalf of Organization or Individual:	City of Franklin		
Telephone:	317-738-3365		
Email address:	<u>lynng@jgmlawfirm.com</u>		
Mailing Address:	63 E. Court St., P.O. Box 160, Franklin, IN 46131		
Describe Request:			
Approval of the Sponsorship Agreement between City of Franklin and Branigin Foundation			
List Supporting Documentation Provided:			
Sponsorship Agreement w/Exhibit A			
Who will present the request?			
Name:	Lynnette Gray – City Attorney	Telephone:	317-738-3365

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

SPONSORSHIP AGREEMENT

This Sponsorship agreement ("Agreement"), effective as of the ___ day of _____, 2022 ("Effective Date"), is made and entered into by and between the City of Franklin, a municipality organized and existing under the laws of the State of Indiana; ("City") and The Elba L. and Gene Portteus Branigin Foundation, Inc., a domestic nonprofit corporation organized and existing under the laws of the State of Indiana; ("Branigin Foundation") (City and Branigin Foundation collectively referred to as "Parties").

Based upon the recitals below, and in consideration of the mutual promises and benefits hereunder, the Parties hereto hereby agree as follows:

RECITALS

WHEREAS, the City of Franklin, Indiana is constructing certain facilities including trails, water features, athletic courts, and an amphitheater generally known within the community as the City of Franklin Amphitheater project; ("Project")

WHEREAS, the City has afforded opportunities to the public to donate funds to defer the costs of the Project in exchange for certain recognitions and naming rights to facilities contained within the Project;

WHEREAS, the Branigin Foundation desires to make a charitable gift to the City regarding the Project and to impose certain conditions as described herein;

WHEREAS, the City desires to accept the Branigin Foundation's gift and all of the Branigin Foundation's conditions as described in this Agreement;

AGREEMENT

SECTION 1. GIFT

- 1.1 The Branigin Foundation hereby irrevocably gives to the City for the use and benefit of the City regarding the Project the sum of One Hundred Thousand Dollars (\$100,000.00). ("Gift")
- 1.2 The Gift shall be paid by the Branigin Foundation to the City as follows:
 - (a) An annual gift in the amount of no less than Ten Thousand Dollars (\$10,000.00) for a ten (10) year period with the first Ten Thousand Dollars (\$10,000.00) payment due on or before the 31st day of December, 2022 and subsequent Ten Thousand Dollars (\$10,000.00) payments due on or before the 31st day of December each preceding year up and to the 31st day of December, 2032.

- (b) The Branigin Foundation may elect to accelerate such annual gift during said ten (10) year period without penalty for the same.

SECTION 2. USES OF THE GIFT

- 2.1 The Gift shall be used by the City to offset the costs of the Project.

SECTION 3. GIFT CONSIDERATIONS

- 3.1 In recognition of the Gift the City shall do the following:
 - (a) Name the North/South Vendor Plaza at Youngs Creek Park (contained within the Project) "Branigin Foundation Plaza". The designation of "Branigin Foundation Plaza" will remain for the useful life of the Project.
 - (b) "Branigin Foundation Plaza" will be designated as such by appropriately designed and placed signage, with approval by Branigin Foundation.
 - (c) The Branigin Foundation grants the City the full and complete rights to use the name so selected by the Branigin Foundation for all purposes related to the Project.
 - (d) The Branigin Foundation agrees to allow Franklin City to publish the name "Branigin Foundation Plaza" in various publications and press releases.
 - (e) Recognition on digital marketing, including e-mail and social media;
 - (f) Annual recognition in the Franklin Parks and Recreation Fun Guide;
- 3.2 The Branigin Foundation agrees to be bound by the terms and conditions and general guidelines of the City of Franklin Common Council Resolution No. 21-20, which is attached hereto as **Exhibit "A"**.

SECTION 4. PUBLICITY

- 4.1 To honor the Branigin Foundation, and to express the appreciation of the City, publicity in the form of news announcements, both internal and external, will be made with the prior permission of the Branigin Foundation.

SECTION 5. GOVERNING LAW

- 5.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.
- 5.2 This Agreement has been entered into in Indiana and shall be performable for all purposes in such State.

SECTION 6. ENTIRE AGREEMENT

- 6.1 This Agreement embodies the entire agreement and understanding between the Branigin Foundation and the City with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations, agreements and understandings relative to such subject matter.

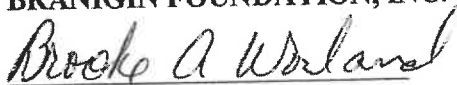
SECTION 7. AMENDMENT

- 7.1 No waiver of or consent to any departure from any provision hereof shall be effective unless in writing and signed by the authorized representative of the party against whom such a waiver or consent is asserted and shall be effective only in the specific instance and for the purpose for which given and to the extent specified in such writing.


Wherefore the parties hereto, intending to be legally bound, have executed this Agreement as of the date written above.

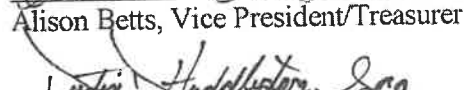
SIGNATURES IMMEDIATELY FOLLOWING

THE ELBA L. AND GENE PORTTEUS CITY OF FRANKLIN
BRANIGIN FOUNDATION, INC.



Brooke A. Worland, President


Alison Betts, Vice President/Treasurer


Dustin D. Huddleston, Secretary

**By: MAYOR ON BEHALF OF THE
COMMON COUNCIL**

Mayor Steve Barnett

**RESOLUTION NO: 21-20
OF THE CITY OF FRANKLIN
COMMON COUNCIL**

**RESOLUTION ESTABLISHING GUIDELINES FOR SPONSORSHIP
OPPORTUNITIES FOR AMPHITHEATER FACILITIES**

This Resolution adopted the 3 day of May, 2021 by the City of Franklin Common Council establishing guidelines and procedures for the sponsorship and naming of certain facilities in city parks and specifically the City of Franklin Amphitheater as follows:

WHEREAS, the City of Franklin, Indiana, is constructing certain facilities including trails, water features, athletic courts and an amphitheater generally known within the community as the City of Franklin Amphitheater project; and

WHEREAS, certain community members and/or businesses have the financial resources to sponsor certain of the facilities and defray the costs of said facilities thereby benefiting the taxpayers; and

WHEREAS, community members and businesses have indicated an interest in sponsoring the facilities as well as programs that will be conducted in the amphitheater facility; and

WHEREAS, the City believes it in the best interest of its citizens and taxpayers to benefit from said sponsorship opportunities; and

WHEREAS, the City of Franklin further believes it is in the best interests of its citizens that general guidelines be established to govern sponsorship activities:

NOW, THEREFORE, the City of Franklin Common Council does hereby adopt administrative guidelines for naming and/or sponsorship opportunities of City facilities as follows:

1. Rather than establish a set of rigid rules for sponsorship or naming rights of grounds and facilities, the Board of Public Works and Safety and the City Council by separate Resolution prefers that each be considered on a case-by-case basis using the following principles as a guide:
 - a. All agreements between donors and the City will be in writing and signed by both parties before any promises or commitments will be honored. Generally, these written agreements shall be memorandums of understanding (MOU) or letters of understanding (LOU). Advanced promises or commitments regarding the sponsorship of grounds, facilities or programs should be avoided. All terms and conditions will be set forth in the MOU or LOU.
 - b. The donor and/or its principles shall not receive preferential treatment as to any government services as a result of the sponsorship and/or gift to the City. The sponsor and/or donor may receive benefits such as advertising at the facility, signage at the facility as well as admission to certain of the programs within the facility.

- c. Those responsible for accepting sponsorship proposals should be mindful that the City of Franklin endeavors to provide equity across the entire City. It is understood that the City does not and will not discriminate on the basis of race, color, national origin, sex, age, disability or handicap in the designation of its sponsors.
- d. The Parks Department shall maintain a list of sponsorship or naming project opportunities with minimum contribution attainment levels for donors to become eligible for sponsorship and/or naming rights. Attached hereto as Exhibit "A" is the contemplated list for the current Amphitheater project and may be amended from time to time by the Parks and Recreation Superintendent with consent of the Mayor. This list can be shared with prospective donors and organizations and shall be updated on an annual basis.
- e. Acceptance of gifts or sponsorships directly involving obscene or indecent material, gambling, pornography or unauthorized copyrighted material will not be permitted under any condition. Additionally, any use of violence or words which are designed to invoke violence, slanderous materials or deliberate misinformation which may result in harm to any individual will not be permitted under any condition.
- f. Those responsible for accepting gifts and sponsorship proposals should give thoughtful consideration to the reputation and integrity of the donor whose name is proposed. In the written agreement, the City reserves the right to remove the name and/or sponsorship from City grounds and facilities should the reputation and integrity of the donor become questionable after the gift is made. In such a case, the donor shall not be entitled to a refund of any kind nor shall donor be required to fund any unpaid installments.
- g. The term for naming rights and/or sponsorship opportunities can be varying periods but should not exceed ten (10) years without specific approval of the Board of Works. The terms should be explicitly stated in the written agreement.
- h. As a general rule, facilities should not be named for an individual during his/her lifetime. Generally, a five (5) year waiting period is observed before naming a facility after a deceased individual. Sponsorship opportunities may be named for persons during their lifetime.
- i. Careful consideration of the actual signage that the donor expects should be reviewed and approved before accepting the gift or sponsorship and should be referenced in the written agreement. Signage should never be offensive or diminish the function of the grounds, facility or mission of the City; nor should it be a distraction to the mission of the City of providing family friendly activities in its parks and facilities. Ideally, it should be subtle, discreet and in good taste.
- j. The Parks and Recreation Superintendent and Mayor are responsible for the administration of this policy and the Parks and Recreation Superintendent is the primary point of contact for gift or sponsorship proposals. The Mayor and Parks and Recreation Superintendent may delegate the responsibility for initial contacts to other administrators or staff.
- k. If recommended, the Parks Department may engage the City's legal counsel to draft a written agreement or letter of understanding between the donor and the City; obtain the donor's approval of the document and distribute to the Board of Public Works and Safety for a review and approval.
- l. The presentation of the written agreements will be placed on the Agenda of a regularly scheduled Board of Works meeting. The final approval of the gift or sponsorship shall be made by a majority vote of the Board of Public Works at a public

meeting.


- m. Funds received from sponsorship opportunities shall be placed in the Parks & Recreation Donation Fund (271) of the City of Franklin.
- n. The City of Franklin advises that it is required to conform to Title VI of the Civil Rights Act of 1964 (Title 6) and related statutes, regulations and directives, which provide that no person shall be subjected to discrimination to any program or activity receiving federal financial assistance from the US Department of Transportation on the grounds of race, color, age, national origin, gender, disability or income status.
- o. The terms of these guidelines shall be incorporated by reference in any written MOU or LOU.

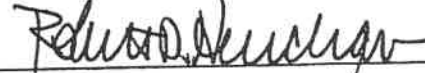
BE IT THEREFORE RESOLVED the City of Franklin, by and through its Common Council, does hereby adopt the aforementioned as findings of fact and establishes the aforementioned as Sponsorship Guidelines for the City of Franklin facilities.

INTRODUCED & APPROVED by the Common Council of the City of Franklin, Johnson County, Indiana this 3 day of May, 2021.

City of Franklin, Indiana, by its Common Council:


Voting Affirmative:


Kenneth W. Austin


Bob Heuchan,



Lisa Jones


Daniel Blankenship


Anne McGuinness


Chris Rynerson


Shawn Taylor

Attest:

Jayne Rhoades,
City Clerk Treasurer

Voting Opposed:

Kenneth W. Austin

Bob Heuchan

Lisa Jones

Daniel Blankenship

Anne McGuinness

Chris Rynerson

Shawn Taylor

Presented by me to the Mayor of the City of Franklin for his approval or veto pursuant to Indiana §36-4-6-15, 16 this 3 day of May, 2021 at 7:50 o'clock P.M.

Jayne Rhoades
Jayne Rhoades,
City Clerk Treasurer

This Ordinance having been passed by the legislative body and presented to me was Approved by me and duly adopted, pursuant to Indiana Code §36-4-6-16(a)(1) Vetoed pursuant to Indiana Code § 36-4-6-16(a)(2), this 3 day of May, 2021 at 7:50 o'clock P.M.

Steve Barnett
Steve Barnett, Mayor

Attest:
Jayne Rhoades
Jayne Rhoades,
City Clerk Treasurer

Approved as to Form:

Lynnette Gray
Lynnette Gray, City Attorney