

**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 at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

<b>Date Submitted:</b>	5/6/22	<b>Meeting Date:</b>	5/16/22
<b>Contact Information:</b>			
<b>Requested by:</b>	Rocky Stultz		
<b>On Behalf of Organization or Individual</b>	Franklin Parks and Recreation Dept		
<b>Telephone:</b>	317-346-1191		
<b>Email address:</b>	<a href="mailto:rstultz@franklin.in.gov">rstultz@franklin.in.gov</a>		
<b>Address:</b>	396 Branigin Blvd. Franklin, IN 46131		
<b>Describe Request</b>			
2022 Sponsor MOU's to be approved and signed by Mayor Barnett			
<b>List Supporting Documentation Provided:</b>			
MOU's attached.			
<b>Who will present the request?</b>			
<b>Name:</b>	Chip Orner	<b>Telephone</b>	317-736-3689

*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.*

## FRANKLIN PARKS & RECREATION

### SPONSOR INFORMATION:

Company Name: Frechette Eye Center

Contact Name: Teresa Pursifull Contact Phone: 317-736-7715

Address: 951 N. MAIN ST. FRANKLIN 46131  
Street City Zip

Contact Email: teresa@frechetteeye.com

Company Website: www.frechetteeye.com

What are your Social Media names:

- Facebook: \_\_\_\_\_
- Twitter: \_\_\_\_\_
- Instagram: \_\_\_\_\_

EVENT: Inaugural Pickleball Tournament

EVENT DATE: June 25th - 26th

SPONSOR LEVEL: Bronze AMOUNT: \$250.00

SPONSORSHIP DUE BY: \_\_\_\_\_

### BENEFITS:

- Logo on players tee shirts
- Opportunity to place promotional materials in gavel bags
- 24x18 yard sign made by us around registration table.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

#### FOR OFFICE USE ONLY

Date Received \_\_\_\_\_

Amt Received \_\_\_\_\_

Check Number \_\_\_\_\_

Signed MOU \_\_\_\_\_

Logo \_\_\_\_\_

Banner Received \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
REGARDING CORPORATE SPONSORSHIP**

This Memorandum of Understanding (hereinafter referred to as "MOU") dated this 29 day of April, 2022, sets forth the terms and conditions between Frchette Eye Center and the City of Franklin, Indiana ("City") regarding Frchette Eye Center's commitment to serve as a corporate sponsor for the City's Amphitheater facility as follows:

1. Frchette Eye Center has agreed to serve as a corporate sponsor for the Pickleball Tournament pursuant to the terms and conditions of this MOU. This agreement shall be approved by the Common Council for the City which has the authority to bind the City of Franklin for purposes of this MOU.
2. Terms and Conditions. Frchette Eye Center shall serve as a corporate sponsor by providing the City with a restrictive donation in the amount of \$ 250.<sup>00</sup>. In exchange for \$ 250.<sup>00</sup> donation, the City agrees to the following terms and conditions outlining City's commitment to Frchette Eye Center:

Logo on Players Tee Shirts  
opportunity to place promotional items in goodie bags  
+ 24 by 18 yard sign made by us around registration table

3. Frchette Eye Center agrees to be bound by the terms and conditions and general guidelines of the Common Council Resolution No. 21-10 a copy of which is attached hereto and incorporated herein. Frchette Eye Center agrees to comply with the terms of said Resolution.
4. The term of the MOU shall be from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for

6/26/22 year effective upon approval of this MOU by the Common Council of the City of Franklin. The donation set forth here shall paid to the City on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

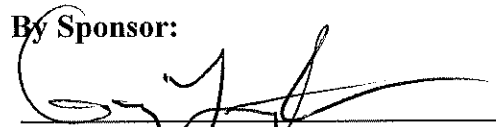
5. The undersigned represents that it is duly authorized to enter into the terms of this agreement and acknowledges that said representation is being relied upon by the City of Franklin in entering into this agreement.

All of which is agreed to and accepted this 29 day of April, 2022.

**By Mayor on behalf of the Common Council:**

\_\_\_\_\_  
Mayor Steve Barnett

**By Sponsor:**

  
\_\_\_\_\_  
Guy Westbrook  
PRACTICE ADMINISTRATOR

Prepared by: Lynnette Gray  
Attorney No.: 11567-41

# USE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT is made this

day of

by and between the City of Franklin Board of Public Works ("the City") and ("the Participant/Organizer").

Month-Day-Year

WHEREAS, the desires to use the following City-owned property ("the Property") on in connection with the ("the "Event"):

• Imagural Pickleball Tournament  
Event Name

And

• Franchette Eye Center  
Vendor Name

WHEREAS, in exchange for making the Property available to Franchette Eye C for such purposes, the City requires and Franchette Eye C agrees to hold harmless and indemnify the City from any claims and/or litigation arising out of the use of the Property for the above- described event.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. Hold Harmless.** In consideration of the City permitting Franchette Eye C to use the above described property for the purposes set forth herein, Franchette Eye C (individual) and/or its representatives, employees, agents, invitees, and/or volunteers shall defend, indemnify, and hold harmless the City from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, gross negligence or willful misconduct of, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of 's use of the Property. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursement to the City for all legal expenses and costs incurred by it, including any acts or alleged acts of the City's own negligence.
- 2. Signage and Barricades.** shall be responsible for setting out and removing appropriate signage and barricades to block off the Property for the event.
- 3. Insurance.** Participant/Organizer hereby represents that it has obtained the required insurance naming the City as an additional insured for the minimum coverage amounts specified by the City and has provided the City with a certificate of insurance. Participant/Organizer further represents that the insurance certificate delivered to the City is in full force and effect and shall not be cancelled prior to the event.
- 4. Clean-up.** Participant/Organizer shall be responsible for maintenance of the Property in connection with the event and shall remove from the Property all trash and debris accumulated during the event, and shall return the Property to the City in the same condition as received. If the Property is not returned in the same condition, Participant/Organizer agrees to pay actual costs of clean-up.
- 5. Authority to Enter Agreement.** Each party warrants that the individual signing this Agreement has the legal power, right, and authority to make this agreement and bind each respective party.

6. **Amendment or Modification.** No supplement, modification, or amendment to this agreement shall be binding unless executed in writing and signed by both parties.

**CITY OF FRANKLIN, INDIANA**

By \_\_\_\_\_  
City of Franklin, Mayor

ATTEST:  \_\_\_\_\_

Printed Name: GUY LANGSTON

Title: PRACTICE ADMINISTRATOR

**PARTICIPANT/ORGANIZER/VENDOR**

By \_\_\_\_\_  
Participant/Organizer/Vendor Signature

ATTEST:  \_\_\_\_\_  
Parks & Recreation Staff Signature

Printed Name: Rocky Gruber

Title: Assistant Superintendent

**RESOLUTION NO: 21-11  
AMENDING RESOLUTION NO: 21-04  
OF THE CITY OF FRANKLIN  
BOARD OF PUBLIC WORKS AND SAFETY**

**RESOLUTION AMENDING RESOLUTION ESTABLISHING GUIDELINES FOR  
SPONSORSHIP OPPORTUNITIES FOR AMPHITHEATER FACILITIES AND  
SPONSORSHIP FUNDS RECEIVED TO BE USED FOR OPERATING EXPENSES  
RELATED TO THE AMPHITHEATER**

This Resolution adopted the 6<sup>th</sup> day of December, 2021 by the City of Franklin Board of Public Works and Safety is intended to amend Resolution No: 21-04 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, previously adopted Resolution No: 21-04 establishing guidelines for sponsorship opportunities for City properties including the Amphitheater facility and allocating sponsorship funds received to be used for operating expenses related to the Amphitheater; and

**WHEREAS**, Resolution No: 21-04 provided that the funds received from sponsorship opportunities should be placed in the Parks and Recreation Donation Fund (271) of the City of Franklin; and

**WHEREAS**, it is determined that the Parks and Recreation Donation Fund (271) of the City of Franklin should be used for donations for specific projects and not for general operating expenses related to the Amphitheater; and

**WHEREAS**, the City believes that sponsorship monies received should be segregated from the donation funds received and that sponsorship funds should be used for operating expenses related to the Amphitheater and other park facilities; and

**WHEREAS**, the City of Franklin further believes that it is appropriate that sponsorship funds should be placed in a separate fund established for payment of general operating expenses and that said monies should be placed in the Ath and Recreation Fund (211) of the City of Franklin:

**NOW, THEREFORE**, the City of Franklin Board of Public Works and Safety does hereby amend Resolution No: 21-04 as follows:

1. Funds received from sponsorship opportunities shall be placed in the Ath and Recreation Fund (211) of the City of Franklin and may be used for general operating expenses of park facilities including but not limited to the Amphitheater.
2. All other provisions of Resolution No: 21-04 not specifically amended herein shall remain in full force and effect.


**BE IT THEREFORE RESOLVED** the City of Franklin, by and through its Board of Public Works and Safety, does hereby adopt the aforementioned as findings of fact and establishes

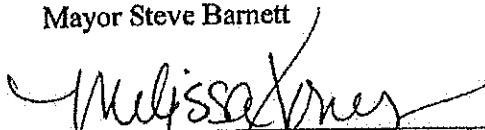
the aforementioned fund for the purposes of accounting for sponsorship monies to the City of Franklin related to the Amphitheater project.

**INTRODUCED & APPROVED** by the Board of Public Works of the City of Franklin, Johnson County, Indiana this 6<sup>th</sup> day of December, 2021.

**City of Franklin, Indiana, By its Board of Public Works:**

Voting Affirmative:

  
\_\_\_\_\_  
Mayor Steve Barnett

  
\_\_\_\_\_  
Melissa Jones, Member

  
\_\_\_\_\_  
Robert Swinehamer, Member

Attest:

  
\_\_\_\_\_  
Jayne Rhoades, Clerk Treasurer

Voting Opposed:

\_\_\_\_\_  
Mayor Steve Barnett

\_\_\_\_\_  
Melissa Jones, Member

\_\_\_\_\_  
Robert Swinehamer, Member

Prepared by: Lynnette Gray  
Attorney No.: 11567-41