

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:	05.17.2023	Meeting Date:	06.05.2023
Contact Information:			
Requested by:	Lynnette Gray		
On Behalf of Organization or Individual:		City of Franklin	
Telephone:	317-738-3365		
Email address:	lynng@jgmlawfirm.com		
Mailing Address:	63 E. Court St., P.O. Box 160, Franklin, IN 46131		
Describe Request:			
Approval of the July 4 th Sparkler Sprint Use, Indemnification and Hold Harmless Agreement with Franklin Youth Foundation and Franklin Community School Corp			
List Supporting Documentation Provided:			
July 4 th Sparkler Sprint Use, Indemnification and Hold Harmless Agreement			
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.

USE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT is made this

12th day of

June, 2023 by and between the City of Franklin Board of Public Works ("the City") and ("the Participant/Organizer").

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

July 4th Sparkler Sprint

Event Name

And

Franklin Youth Foundation and Franklin Community School Corporation

Vendor Name

WHEREAS, in exchange for making the Property available to FYF/FCSC for such purposes, the City requires and FYF/FCSC 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 FYF/FCSC to use the above described property for the purposes set forth herein, FYF/FCSC (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.
- 2. Signage and Barricades.** FYF/FCSC 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: _____

Title: _____

PARTICIPANT/ORGANIZER

By _____

ATTEST:

Printed Name: Becky Nelson

Title: Board of School Trustees, President