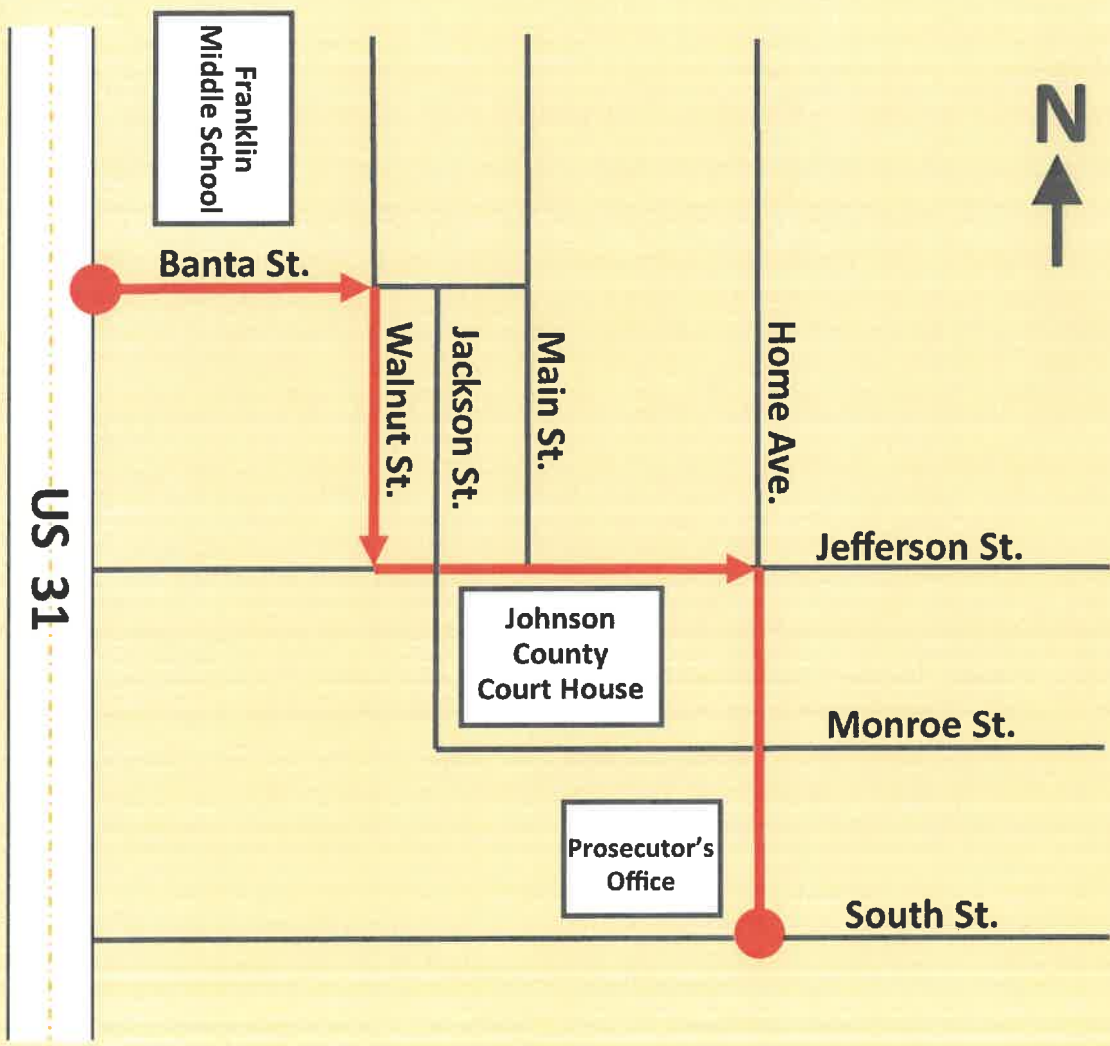


AGENDA RESERVATION REQUEST

CITY OF FRANKLIN
BOARD OF PUBLIC WORKS AND SAFETY
Please type or print

Date Submitted:	28 March 2024	Meeting Date:	01 April 2024
Contact Information:			
Requested by:	Chief Joshua Snyder		
On Behalf of Organization or Individual:	Fire Department		
Telephone:	317.736.3650		
Email address:	jsnyder@franklin.in.gov		
Mailing Address:	1800 Thornburg Lane, Franklin, IN 46131		
Describe Request:			
2024 Fair Parade			
List Supporting Documentation Provided:			
Who will present the request?			
Name:	Chief Joshua Snyder	Telephone:	317.736.3650

The Franklin Board of Works meets on the 1st and 3rd Monday of each month at 5:15 p.m. in the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday prior to the Board of Works meeting.



USE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
This INDEMNIFICATION AND HOLD HARMLESS AGREEMENT is made this

3-27-24 day of
Month-Day-Year 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"):

Johnson County Fair Parade
Event Name

And

Johnson County Fair Board
Vendor Name

WHEREAS, in exchange for making the Property available to JC Fair Board for such purposes, the City requires and JC Fair Board 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 JC Fair Board to use the above described property for the purposes set forth herein, JC Fair Board (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: _____

Title: _____

PARTICIPANT/ORGANIZER/VENDOR

By Analle B Bradley
Participant/Organizer/Vendor Signature

ATTEST:

Parks & Recreation Staff Signature

Printed Name: _____

Title: _____

CITY OF FRANKLIN EVENT INFORMATION FORM

Please contact Franklin Parks & Recreation at least 90 days before your event. Contact Holly at (317)346-1198 or hjohnston@franklin.in.gov.

EVENT ORGANIZER

Organization: Johnson County Fair Contact Name: Shalee Bradley
Contact Phone: 317-775-4447 Contact E-mail: Shalee.L.Bradley@gmail.com

EVENT DETAILS

- ☐ Festival
- ☐ Run/Walk

Name: Johnson County Fair Parade
Date: 7/13/24 Time: 1pm-4pm
Location: parade route attached Event Website: JoloFairIN.com

- ☐ Mobile Stage Rental
 - ☐ Rental Agreement _____
 - ☐ Delivery time _____
- ☐ Alcohol
 - ☐ State Permit required
 - ☐ Name of alcohol vendor: _____
 - ☐ Event Organizer responsible for securing area
- ☐ Food Vendors
 - ☐ Food vendors must have permit from the Johnson County Health Department and a list of food vendors must be submitted to the health department one week prior to the event.
- ☐ Trash
 - ☐ Number of receptacles needed: _____ (\$10/each) (Number of receptacles needed will be determined by the Parks Dept.)
 - ☐ Event Organizer responsible for emptying trash during event.
 - ☐ Event Organizer responsible for making sure entire event area is clean of trash and debris after event.
 - ☐ Event organizer will be responsible for returning trash receptacles to designated spot after event
- ☐ Picnic Tables
 - ☐ Number needed: _____ (\$10/each)
 - ☐ Franklin Parks & Recreation staff will deliver and pick up tables.
- ☐ Port-o-Lets/Restrooms
 - ☐ Number required (Please remember to provide handicapped facilities.)
 - ☐ Locations: _____
- ☒ Map for Event
 - ☒ Event organizer responsible for map
 - ☒ See attached for map, if needed

☐ Street Closings and times:

- o Banta to Walnut morning of July 13th
- o Walnut to Jefferson
- o Jefferson to Home
- o Home to Monroe
- o _____
- o _____
- o Number of Barricades Needed: _____
- o Event Organizer responsible for closing streets with barricades. Streets must be closed and opened at times approved.
- o Barricades and closing signs provided by Franklin Street Department
- o Street closings must be approved by the Board of Works (BOW)
- o BOW meeting date: _____ BOW approval: _____

☐ Park/Trail Use

- o Trail
- o Start: _____ Finish: _____
- o Race Clock (\$25 rental fee) _____
- o Race Route
- o Shelter Rental: _____
- o Park Board meeting date: _____ Park Board approval: _____
- o Markings on trail must be cleaned off after event (example: color from color run must be washed off after event)

☒ Parade

- o Route: see attached
- o Contact Police, Fire and Street Departments _____
- o If start at Middle School, contact them for approval to use

☒ Use, Indemnification & Hold Harmless Agreement _____

- o See attached document

☒ Proof of Insurance _____

- o See attached for insurance requirements

☐ A & E Permit with State of Indiana (if required) _____

☐ Emergency Action Plan (EAP) _____

- o Plan must be approved by Franklin Police and Fire Departments.
- o Sample EAP attached

☐ Johnson County Health Department approval _____

SPECIAL DETAILS:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Franklin Insurance Agency Member - First Insurance Group P. O. Box 189 Franklin IN 46131	CONTACT NAME: Beverly Prior PHONE (A/C, No, Ext): (317) 736-8277 E-MAIL ADDRESS: bprior@franklin-insurance.net FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Company INSURER B: LM Insurance Corporation INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 38970
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COVERAGES **CERTIFICATE NUMBER:** CL2432219488 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MKP0000500650501	03/26/2024	03/26/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MKX0000500650401	03/26/2024	03/26/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5-34S-347102-034	03/26/2024	03/26/2025	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Franklin is listed as an Additional Insured as respects activities surrounding the Fair Parade

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin
P.O. Box 280

Franklin

IN 46131

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Beverly J. Prior

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