

**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:	1/30/13	Requested Meeting Date:	2/4/13
		Confirmed Meeting Date:	
Received by:			
<b>Contact Information: Please provide all requested information in the fields below. (Print or Type)</b>			
On Behalf of Organization or Individual:			
Name:	Lynnette Gray	Telephone:	(317) 738-3365
Title or Position:	City Attorney		
E-Mail:	<a href="mailto:lynng@embarqmail.com">lynng@embarqmail.com</a>		
Address:	63 E. Court Street		
City:	Franklin	State:	IN
		ZIP:	46131
<b>Who will attend the meeting and present the request?</b>			
Name:	Lynnette Gray	Telephone:	(317) 738-3365
Title or Position:	City Attorney		
E-Mail:	<a href="mailto:lynng@embarqmail.com">lynng@embarqmail.com</a>		
<b>Please describe the purpose or title of your presentation.</b>			
To request approval of the Interlocal Agreement between the City of Franklin and Johnson County regarding the Downtown Street and Parking Lot Improvements;			
<b>Supporting documents: All supporting documents should be submitted with the request form.</b>			
1. Interlocal Agreement – City of Franklin and Johnson County, Indiana – Downtown Street and Parking Lot Improvements; (Richard Wertz is out of town and his signature will be obtained before the Council meeting;			

**INTERLOCAL AGREEMENT**

**CITY OF FRANKLIN, INDIANA  
AND  
JOHNSON COUNTY, INDIANA**

**DOWNTOWN STREET AND PARKING LOT IMPROVEMENTS**

This Interlocal Agreement is made and entered this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Johnson County, Indiana, acting by and through its Board of Commissioners (the "County"), and the City of Franklin, Indiana, acting by and through its Board of Public Works and Safety (the "BOW") and its Department of Redevelopment, Redevelopment Commission (the "RDC")(collectively, the BOW and RDC are the "City").

**WITNESSETH**

WHEREAS, the County and City have authority to expend funds for road construction and public improvement projects; and

WHEREAS, the County and City are authorized to cooperate on projects; and

WHEREAS, the City and County desire to cooperate in the design, construction, and funding of a project located in downtown Franklin, Johnson County, Indiana commonly referred to as the "Downtown Street and Parking Lot Improvements Project," the details of which are described in the attached Exhibit "A" - Scope of Project.

NOW, THEREFORE, in exchange for mutual consideration, receipt and legal sufficiency of which the parties acknowledge, the County and City agree as follows:

- 1) **Agreement Duration.** This Agreement will begin upon execution and last until Project completion, but no longer than two (2) years after commencement of the Project.
- 2) **Agreement Purpose.** The purpose of this Agreement is to ensure uniformity of design and construction, and to realize cost-savings through the parties' cooperation and joint efforts.
- 3) **The Manner of Financing, Staffing, and Supplying the Project and of Establishing and Maintaining a Project Budget.**
  - a) **Manner of Completion.** The Project will be completed as follows:
    - i) The City shall prepare, or cause to be prepared, plans for the construction of the Project. The plans shall be subject to approval by the County and RDC.
    - ii) The City shall prepare, or cause to be prepared, an engineer's estimate for construction of the Project, and bid the Project. No changes to the Project shall be made without the City's approval.
    - iii) The Project shall comply with all applicable federal and state laws, rules and regulations.
    - iv) During construction, the RDC will inspect the work concerning the Project,

and will promptly notify the parties in writing of any known deficiencies in the work concerning the Project.

- b) **Distribution of Costs.** The RDC, through an additional appropriation, will pay for the costs of the project, and the County will reimburse the RDC the sum of Four Hundred Thousand Dollars (\$400,000.00) within sixty (60) days of substantial completion (to be determined mutually by the parties).
  - c) **Partial or Complete Termination.** The parties agree to cooperate in the partial or complete termination of this Agreement as required by IC 36-1-7-3 in the event partial or complete termination is necessary and will, by agreement, allocate responsibility for maintenance of East Court Street and West Court Street in the event this agreement is terminated and to provide for their respective responsibilities in the event of same.
- 4) **Delegation of Duty.** Pursuant to Indiana Code 36-1-7-4(a)(3), the Parties hereby delegate the duty to receive, disburse, and account for all monies associated with this Agreement to the Clerk-Treasurer of the City of Franklin, Indiana.
  - 5) **Fiscal Body Approval.** Pursuant to Indiana Code 36-1-7-4(a)(3), this Agreement is subject to approval by the City and County's fiscal bodies.
  - 6) **Filing.** Before taking effect, this Agreement will be filed with the Johnson County Recorder, and within sixty (60) day after execution, will be filed with the Indiana State Board of Accounts.
  - 7) **Maintenance Agreement.** It is agreed by the parties that the streets known as East Court Street and West Court Street are legally dedicated streets of the City of Franklin. The parties agree that in order to efficiently and effectively maintain said streets for the benefit of City residents, as well as County residents and employees of the County, that the County shall provide snow removal services on East Court Street and West Court Street as required.
  - 8) **General Requirements.** The parties agree to comply with the requirements of the Indiana Code, as applicable, including the following:
    - a) Non-Collusion Affidavits will be required of every bidder and submitted on the form provided by the State Board of Accounts.
    - b) Wage Scale Provisions will apply.
    - c) Antidiscrimination Provisions will apply.
    - d) E-Verify Affidavits will be required of all contractors.
    - e) Certification of No Involvement in Iranian Energy Industry will be required of all contractors.

- 9) **Time of Essence.** Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- 10) **Breach.** Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity, subject however to the compulsory non-binding mediation provided below.
- 11) **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, and by the execution of said amendment by the parties or their successors in interest.
- 12) **No Other Agreement.** Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.
- 13) **Severability.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements or portions of this Agreement and, to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.
- 14) **Construction and Interpretation of Agreement / Indiana Law.** This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties agree that they and their attorneys have each reviewed this Agreement, and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party or parties shall not be used in the interpretation of this Agreement.
- 15) **Waiver Ineffective.** No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by the parties.
- 16) **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

**To the County:** Johnson County Board of Commissioners  
86 West Court Street  
Franklin IN 46131

**To the BOW:** Franklin Board of Public Works and Safety  
Attn: Mayor  
70 East Monroe Street  
Franklin IN 46131

**To the RDC:** Franklin Redevelopment Commission  
Attn: President  
70 East Monroe Street  
Franklin IN 46131

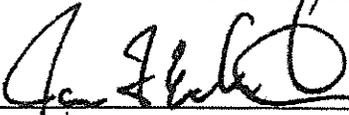
or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. In the event notice delivered by registered mail is refused or otherwise undeliverable, said notice may be delivered by regular mail. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

- 17) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
- 18) **Assignment.** The rights and obligations contained in this Agreement may not be assigned without the express prior written consent of the parties.
- 19) **No Third-Party Beneficiaries.** This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third-party.
- 20) **Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.
- 21) **Submission of Disagreements to Mediation.** In the event the parties disagree as to any material matter (such as, but not limited to, whether a default has occurred, whether 'Substantial Completion' has occurred, whether one party has a duty to act or a duty to refrain from acting, or whether an ambiguity exists as to the scope and terms of the parties' agreements), the dispute will be submitted to non-binding meditation under the Indiana Rules of Alternative Dispute Resolution.

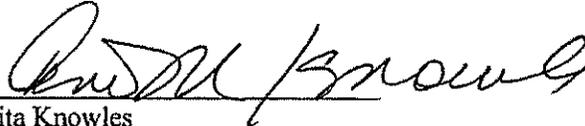
**FISCAL BODY APPROVAL  
FOR JOHNSON COUNTY, INDIANA**

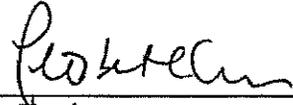
Approved this 14<sup>th</sup> day of January, 2013.

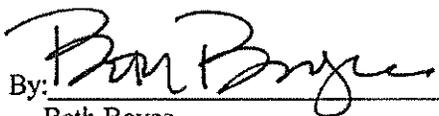
JOHNSON COUNTY COUNCIL

By:   
James Eckart

By:   
W. Brian Walker

By:   
Anita Knowles

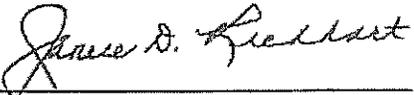
By:   
Pete Ketchum

By:   
Beth Boyce

By:   
John Myers

By:   
Loren Snyder

Attest:

  
Jan Richhart, Auditor - Johnson County, Indiana

**AGREED BY:**

**CITY OF FRANKLIN, INDIANA  
Board of Public Works and Safety**

By: \_\_\_\_\_  
Joseph McGuiness, Mayor

By: \_\_\_\_\_  
Steve Barnett, Member

By: \_\_\_\_\_  
Robert Swinehamer, Member

**CITY OF FRANKLIN, INDIANA  
Redevelopment Commission,  
Department of Redevelopment**

By: \_\_\_\_\_  
Robert D. Heuchan, President

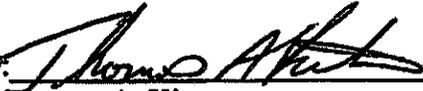
By: \_\_\_\_\_  
Robert Henderson, Vice President

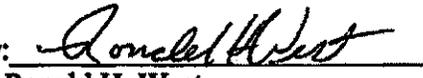
By: \_\_\_\_\_  
Brian J. Deppe, Secretary

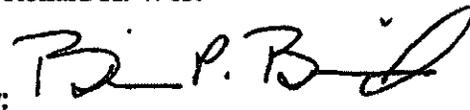
By: \_\_\_\_\_  
Jay Goad, Member

By: \_\_\_\_\_  
Richard Wertz, Member

**JOHNSON COUNTY, INDIANA  
Board of Commissioners**

By:   
Thomas A. Kite

By:   
Ronald H. West

By:   
Brian P. Baird

**FISCAL BODY APPROVAL  
FOR THE CITY OF FRANKLIN, INDIANA**

Approved this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF FRANKLIN COMMON COUNCIL**

By: \_\_\_\_\_  
Steve Barnett, President

By: \_\_\_\_\_  
Robert Henderson

By: \_\_\_\_\_  
Richard Wertz

By: \_\_\_\_\_  
Joe Abban

By: \_\_\_\_\_  
Joe Ault

By: \_\_\_\_\_  
Stephen Hougland

By: \_\_\_\_\_  
Kenneth Austin

Attest:

\_\_\_\_\_  
Janet P. Alexander – Clerk-Treasurer – City of Franklin

## **EXHIBIT "A" – SCOPE OF PROJECT**

The project shall rehabilitate East Court Street and West Court Street from Jefferson Street (State Road 44) to Monroe Street and the parking areas on the south side of the Johnson County Courthouse and City of Franklin City Hall building. The project shall also update the streetscape on Monroe Street from Jackson Street to Water Street, on South Main Street from Monroe Street to the bridge over Young's Creek, and on four separate parking lots near downtown Franklin. The work shall consist of mill and overlay of existing asphalt pavements, as well as, excavation and removal of existing pavement materials and installing a permeable brick paver or asphalt pavement section.