

**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.*

<b>Date Submitted:</b>	June 25, 2024	<b>Meeting Date:</b>	July 1, 2024
<b>Contact Information:</b>			
<b>Requested by:</b>	Mark Richards		
<b>On Behalf of Organization or Individual:</b>	Department of Planning & Engineering		
<b>Telephone:</b>	317-736-3631		
<b>Email address:</b>	mrichards@franklin.in.gov		
<b>Mailing Address:</b>	70 E. Monroe Street, Franklin, IN 46131		
<b>Describe Request:</b>			
Request approval and execution of Access Agreement between City of Franklin and Amphenol Corporation for installation of a monitoring well on City property.			
<b>List Supporting Documentation Provided:</b>			
Access Agreement			
<b>Who will present the request?</b>			
<b>Name:</b>	Mark Richards	<b>Telephone:</b>	317-736-3631

*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.*

**ACCESS AGREEMENT**  
**Between**  
**THE CITY OF FRANKLIN, INDIANA**  
**And**  
**AMPHENOL CORPORATION**  
**Concerning**  
**ACCESS TO CITY-OWNED PROPERTY**

This Access Agreement (“**Agreement**”) is made by and between the City of Franklin, Indiana, (hereinafter referred to as “**City**”), and Amphenol Corporation, a Delaware Corporation (hereinafter referred to as “**Amphenol**”), collectively referred to as the “**Parties**”, is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the City of Franklin, by and through its Board of Public Works & Safety (hereinafter referred to as “(hereinafter referred to as “**Board**”). In consideration of those mutual undertakings and covenants, the Parties agree as follows:

**RECITALS**

**WHEREAS**, Amphenol has an ongoing environmental cleanup activity under an order (RCRA Docket Number RCRA-05-2024-0006, hereinafter referred to as “**the Order**”) issued by the US Environmental Protection Agency (hereinafter referred to as “**EPA**”) in March 2024 resulting from contamination at the former Bendix Corporation facility located adjacent to Hurricane Road and Hamilton Avenue in the City of Franklin; and

**WHEREAS**, EPA’s order requires additional corrective measures including monitoring of the effectiveness of cleanup activities using fixed groundwater monitoring wells; and

**WHEREAS**, Amphenol has identified a desired monitoring well location on City property located at 847 Hamilton Avenue and commonly known as the City of Franklin Fleet Maintenance Garage (hereinafter referred to as “**Monitoring Site**”), as shown on **Exhibit A**; and

**WHEREAS**, Amphenol has agreed to install the monitoring well (hereinafter referred to as “**Well**”) in a location, and maintain and operate the Well, in a manner that will not adversely impact City use of the property, the location on the Monitoring Site as shown on **Exhibit B**; and

**WHEREAS**, Amphenol has agreed to be solely responsible for the operation and maintenance of the Well, and for the installation, operation, and maintenance of the Well, and all associated costs; and

**WHEREAS**, Amphenol has agreed to properly remove and abandon the Well in accordance with State of Indiana requirements in effect after monitoring efforts have been completed under the terms of the Order and to be solely responsible for all costs associated therewith; and

**WHEREAS**, the Parties desire to delineate certain responsibilities and costs related to the installation, operation, maintenance and removal of the Well, and access to the Monitoring Site; and

**WHEREAS**, it is of mutual interest for the Parties to cooperate in providing access to the Monitoring Site; and

**WHEREAS**, The City and Company each represent that it is sophisticated and capable of understanding all of the terms of this Agreement; that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement;

**NOW THEREFORE**, in consideration of the premises and the mutually dependent covenants herein contained, the Parties agree as follows:

## **I. PURPOSE AND TERM**

- 1.1. **Recitals.** The Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.
- 1.2. **Purpose.** The purpose of this Agreement is to delineate the costs and responsibilities for the installation, operation, maintenance and removal of the Well.
- 1.3. **Term.**
  - A. **Effective date.** This Agreement shall become effective on the date it is approved by the City of Franklin Board of Public Works & Safety.
  - B. **Termination date.** This agreement shall be for a term of ten (10 years) or the date the Well is removed from the Monitoring Site, whichever occurs first. This agreement is subject to renewal upon the same terms for one renewal period of ten (10) years with the mutual agreement of both parties.

## **ARTICLE II. AMPHENOL'S RESPONSIBILITIES**

- 2.1. **Financial Responsibilities.** Amphenol shall have sole responsibility for all associated costs with installation, operation, and maintenance of the Well including but not limited to all costs associated with removal of the Well and restoration of the property at the time of termination of this Agreement. In addition to the terms agreed upon herein, Amphenol shall indemnify and hold the City harmless for any claims arising out of the installation, monitoring, maintenance and removal of the Well on Monitoring Site.

## **2.2. Use of Monitoring Site.**

- 22.1.** Subject to the terms and conditions of this Agreement, the City grants permission to Amphenol, its employees, and its contractors to enter upon the Monitoring Site for the sole and exclusive purposes of installing, inspecting, operating, maintaining, repairing and removing the Well. Amphenol shall notify the City of its intent of entering on to the Monitoring Site at least ten (10) business days before commencing any such work. This includes routine inspection, maintenance, and sampling activities. The City will grant reasonable written permission for each entry onto the Monitoring Site, and entry must be subject to specific worker safety plans.

Accordingly, as a condition precedent to giving effective notice, Amphenol shall provide the City with all such worker safety plans and other information as the City shall request or require in connection with granting such permission. Amphenol shall not enter the Monitoring Site for work on the Well until Amphenol has received written approval from the City, which shall not be unreasonably withheld, to enter upon the Monitoring Site. The City shall only be required to approve Amphenol's request to enter upon the Monitoring Site for work on the Well if Amphenol's request is consistent with all applicable requirements of this Agreement.

- 22.2.** Any use of the Monitoring Site permitted by this Agreement remains secondary to the interest of the City to use the Monitoring Site for the City's purposes. Amphenol agrees that it shall surrender the Monitoring Site which the Well is located, whether in part or in its entirety, if, in the City's discretion, the Monitoring Site or any portion thereof, is required for future expansion, modification, or maintenance of the City's facilities. The Parties understand that this Agreement does not:

- (1) grant any interest or other rights in the land, either temporarily or permanently; or
- (2) establish a shared-use facility which would require replacement if the City has a need to use the affected property for its purposes in the future; or
- (3) create a joint venture or enterprise between the City and Amphenol.

- 2.3. Maintenance Responsibilities.** Amphenol shall perform, or cause to be performed, all necessary routine and extraordinary maintenance for the Well in accordance with all applicable state and federal laws, as well as City standards, policies, and procedures relative to this Agreement. Amphenol understands and agrees that if the Well is damaged or needs to be replaced, it is Amphenol's responsibility to repair or replace the Well within thirty (30) days. If Amphenol has not repaired or replaced the Well within thirty (30) days and the City deems it necessary that the Well be repaired or replaced, the City will remove the damaged Well at Amphenol's expense. Maintenance activities performed on the Well shall not create any adverse impact or interfere with City operations at the Monitoring Site.

**23.1.** Future maintenance shall include but not be limited to:

- A. **Utility Services.** The City shall not be responsible for the costs of any fees or costs for utility services serving the Well, now or in the future.
- B. **Planning out operating and maintenance activities for the upcoming year.** On an annual basis, but no later than January 31st of each year, Amphenol shall submit to the Franklin City Engineer (“Engineer”) an operating and maintenance plan for approval prior to commencement of any activities on the Monitoring Site. The plan shall identify the types of activities to be completed and an estimated schedule of when these activities will occur. The Engineer shall promptly notify Amphenol of any concerns or deficiencies in the plan.

**23.2.** Amphenol shall not erect any structures on the Monitoring Site, including signs, without the prior written approval of the City. If Amphenol wishes to install additional improvements on the Monitoring Site, prior to installation, Amphenol shall apply for approval, submit a design plan to the Engineer for review and approval, and enter into an amendment to this Agreement.

**23.3. Removal of Well.**

- A. Upon termination of the Agreement, Amphenol shall be required to remove the Well within thirty (30) days after such termination. Failure to remove the Well will result in the City removing the Well and billing Amphenol for the costs of removal.
- B. If the City, in its sole reasonable discretion, determines that Amphenol is not adequately maintaining the Well, or for any other justified reason (i.e., safety concerns, change in policy, requirement for compliance with state or federal law or other mandate, etc.), the City may order Amphenol to remove or modify the Well at the Amphenol’s expense. Except in cases of emergency (i.e., imminent threat of harm to the public), the City will provide ninety (90) days written notice to Amphenol that the Well must be removed or modified. If the Well is not removed or modified to the City’s satisfaction within ninety (90) days of issuance of notice under this section, the City may remove the Well and bill Amphenol for the costs of removal.
- C. Amphenol understands and agrees that it shall not be entitled to any damages or any other compensation in the event that the City requires complete or partial removal of the Well for any reason.

### **ARTICLE III. CITY'S RESPONSIBILITIES**

- 3.1. **Financial Responsibilities.** Under no circumstances shall the City be responsible for any costs associated with the operation, maintenance, improvements, or removal of the Well.
- 3.2. **Project Responsibilities.** Under no circumstances shall City be responsible for any work associated with the installation, operation, or removal of the Well. The City shall have approval authority for the location of Amphenol's installation of the Well located on the Monitoring Site. Such review and approval shall be completed in a reasonable period of time. Nothing herein, shall be considered an Agreement by the City to maintain, operate or otherwise monitor the Well and Amphenol shall remain solely responsible for all compliance with the "EPA Order".
- 3.3. **Future Maintenance.** The City shall have no maintenance responsibilities regarding the Well. In the event Amphenol fails to timely complete any necessary repairs or maintenance to the Well, in the interest of the safety of the City personnel and the public, the City may complete any necessary repairs or maintenance of the Well and invoice Amphenol for the total cost of the repair. Amphenol shall pay each invoice within thirty (30) days of issuance of the invoice. If the City or its contractors damage the Well during maintenance activities that fall under this section, the City has no responsibility to repair or to compensate Amphenol for the cost of repairs.

### **ARTICLE IV. GENERAL PROVISIONS**

41. **Access to Records.** Amphenol shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available to the City at all reasonable times during the period of this Agreement and for ten (10) years from the date of termination of this Agreement, for inspection or audit by the City, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the City. Amphenol agrees that, upon request by any party or state or federal agency, the City may release or make available to the agency any working papers from an audit performed by the City of Amphenol in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
42. **Audits.** Amphenol acknowledges that it may be required to submit to an audit of funds paid, if any, through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and Amphenol shall be responsible for all costs associated with said audit.
43. **Authority to Bind Amphenol.** The signatory for Amphenol represents that he/she has been duly authorized to execute this Agreement on behalf of Amphenol and has obtained all necessary or applicable approvals to make this Agreement fully binding upon Amphenol when his/her signature is affixed and accepted by the City.

**44. Changes in Work.** Amphenol shall not commence any additional work or change the scope of the work until authorized in writing by the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

**45. Compliance with Laws.**

- A. Amphenol shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and by Amphenol to determine whether the provisions of this Agreement require formal modification.
- B. Amphenol and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the City as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If Amphenol has knowledge, or would have acquired knowledge with reasonable inquiry, that an officer or employee has a financial interest in the Agreement, Amphenol shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If Amphenol is not familiar with these ethical requirements, Amphenol should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If Amphenol or its agents violate any applicable ethical standards, the City may, in its sole discretion, terminate this Agreement immediately upon notice to Amphenol.
- C. Amphenol warrants that Amphenol and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination.
- D. As required by IC §5-22-3-7:
  - 1. Amphenol and any principals of Amphenol certify that:
    - (A) Amphenol, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC §24-4.7 [Telephone Solicitation of Consumers];
      - (ii) IC §24-5-12 [Telephone Solicitations]; or
      - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) Amphenol will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2. Amphenol and any principals of Amphenol certify that an affiliate or principal of Amphenol and any agent acting on behalf of Amphenol or on behalf of an affiliate or principal of Amphenol, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

**46. Debarment and Suspension.**

- A. Amphenol certifies by entering into this Agreement that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Amphenol.
- B. Amphenol certifies that it has verified the state and federal suspension and debarment status for all contractors performing work under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. Amphenol shall immediately notify the City if any contractor becomes debarred or suspended, and shall, at the City’s request, take all steps required by the City to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

**47. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, Amphenol hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Amphenol will give written notice to the City within ten (10) days after receiving actual notice that Amphenol, an employee of Amphenol, or an Amphenol subcontractor, in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of contracting opportunities for up to three (3) years.



**48. Employment Eligibility Verification.** As required by IC §22-5-1.7, Amphenol swears or affirms under the penalties of perjury that Amphenol does not knowingly employ an unauthorized alien. Amphenol further agrees that:

- A. Amphenol shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. Amphenol is not required to participate should the E-Verify program cease to exist. Additionally, Amphenol is not required to participate if Amphenol does not employ any employees.
- B. Amphenol shall not knowingly employ or contract with an unauthorized alien. Amphenol shall not retain an employee or contract with a person that Amphenol subsequently learns is an unauthorized alien.
- C. Amphenol shall require his/her/its subcontractors, who perform work under this Agreement, to certify to Amphenol that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Amphenol agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate for default if Amphenol fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

**49. Force Majeure.** In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

**410. Governing Laws.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**411. Indemnification.** Amphenol agrees to release, indemnify, defend, exculpate and hold harmless the City and its officials and employees, agents or third parties, including affiliates from and against any causes of action, liabilities, losses, damages, environmental fees, fines, penalties and/or expenses resulting from (or alleged to result from) the use, design, access or installation of the system of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, including any claims arising out of any negligence, gross negligence, law, ordinance, order or decree and including damage to or destruction of personal property, environmental injuries, and personal injuries, including death. This indemnification shall include reasonable attorney fees and costs of defense incurred by the City for an attorney of the City’s choosing. The City shall not provide indemnification to Amphenol.

Amphenol further agrees to indemnify, defend, exculpate and hold harmless the City and its officers, elected officials, agents, third parties, employees, and affiliated companies from any claims for environmental fees, fines, penalties and/or expenses resulting from (or alleged to result from) the use, design, access or installation of the system, including to damage to or destruction of personal property, environmental injuries, personal injuries, including death. Amphenol agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the City in connection herewith in the event that Amphenol shall default under the provisions of this Section or under the terms of this Agreement.

**4.12. Independent Entity: Workers' Compensation Insurance.** Amphenol is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the Parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. Amphenol shall provide all necessary unemployment and workers' compensation insurance for Amphenol's employees and shall provide the City with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

**4.13. Insurance.** Amphenol shall cause and require the contractors installing or maintaining the Well to secure and keep in force during the term of this Agreement the insurance coverages specified in **Exhibit C**.

**4.14. Merger & Modification.** This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by the necessary parties.

**4.16. Non-Discrimination.**

- A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Amphenol covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). Amphenol certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the City and any applicant or employee of Amphenol or any subcontractor.

- B. The City is a recipient of federal funds, and therefore, where applicable, Amphenol and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

Amphenol agrees that if Amphenol employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, Amphenol will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. Amphenol complies with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Agreement.

It is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.)

- C. During the performance of this Agreement, Amphenol, for itself, its assignees, and successors in interest agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
1. Compliance with Regulations: Amphenol shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
  2. Nondiscrimination: Amphenol, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Amphenol shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Amphenol for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Amphenol of Amphenol's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
4. Information and Reports: Amphenol shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Amphenol is in the exclusive possession of another who fails or refuses furnish this information, Amphenol shall so certify to the City as appropriate and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of Amphenol's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to cancellation, termination or suspension of the Agreement, in whole or in part.
6. Incorporation of Provisions: Amphenol shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

**4.17. Notice to Parties.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

**A. For the City:**

Mark Richards, PE  
Franklin City Engineer  
70 E. Monroe Street  
Franklin, IN 46131  
Email: [mrichards@franklin.in.gov](mailto:mrichards@franklin.in.gov)

**With Copy To:**

Lynnette Gray  
Franklin City Attorney  
63 E. Court Street  
Franklin, IN 46131

**B. For Amphenol:**

Amphenol Corporation  
c/o Erika Frank  
358 Hall Avenue  
Wallingford, CT 06492

**4.18. Penalties, Interest and Attorney's Fees.** The City will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees to Amphenol nor to any third parties.

**4.19. Prohibited Telecommunications and Video Surveillance Equipment and Services.** In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), Amphenol is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services, or systems produced by: (A) Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR (B) Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), for any purpose to fulfill its obligations under this Agreement. Amphenol shall be responsible for ensuring that any contractors or subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Agreement.

**4.20. Public Record.** Amphenol acknowledges that the City will not treat this Agreement as containing confidential information. Use by the public of the information contained in this Agreement shall not be considered an act of the City.

**4.21. Renewal Option.** This Agreement may be renewed under the same terms and conditions, subject to the approval of the City of Franklin Board of Public Works & Safety. The term of the renewed Agreement may not be longer than the term of the original Agreement.

**4.22. Severability.** The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

**4.23. Status of Claims.** Amphenol shall be responsible for keeping the City currently advised as to the status of any claims made for damages against Amphenol resulting from services performed under this Agreement.

**4.24. Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**4.25. Taxes.** The City is exempt from most state and local taxes and many federal taxes. The City will not be responsible for any taxes levied on Amphenol or its contractors as a result of this Agreement.

**4.26. Termination for Convenience.** This Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in its best interest. Termination is affected by delivery to Amphenol of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

**4.27. Waiver of Rights.** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the City's review, approval or acceptance of, nor payment for, the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Amphenol shall be and remain liable to the State in accordance with applicable law for all damages to the City caused by the Amphenol's negligent performance of any of the services furnished under this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member, or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a City officer, employee, or appointee, as those terms are defined in IC 4- 2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

**In Witness Whereof**, the Parties have, through their duly authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**"AMPHENOL"**

Amphenol Corporation

By: Erika Frank

Signature

Name: Erika Frank

Address: 358 Hall Ave

Wallingford CT 06492

Attest:

Sara Jutzi  
Signature

Sara Jutzi

Printed Name



**“FRANKLIN”**  
**City of Franklin**

**INTRODUCED & APPROVED** by the Board of Public Works and Safety of the City of Franklin, Johnson County, Indiana this 1<sup>st</sup> day of July, 2024.

City of Franklin, Indiana, By its Board of Public Works and Safety

Voting Affirmative

---

Steve Barnett, Mayor

---

Tina Gross, Member BPW&S

---

Kenneth Austin, Member BPW&S

Attest:

---

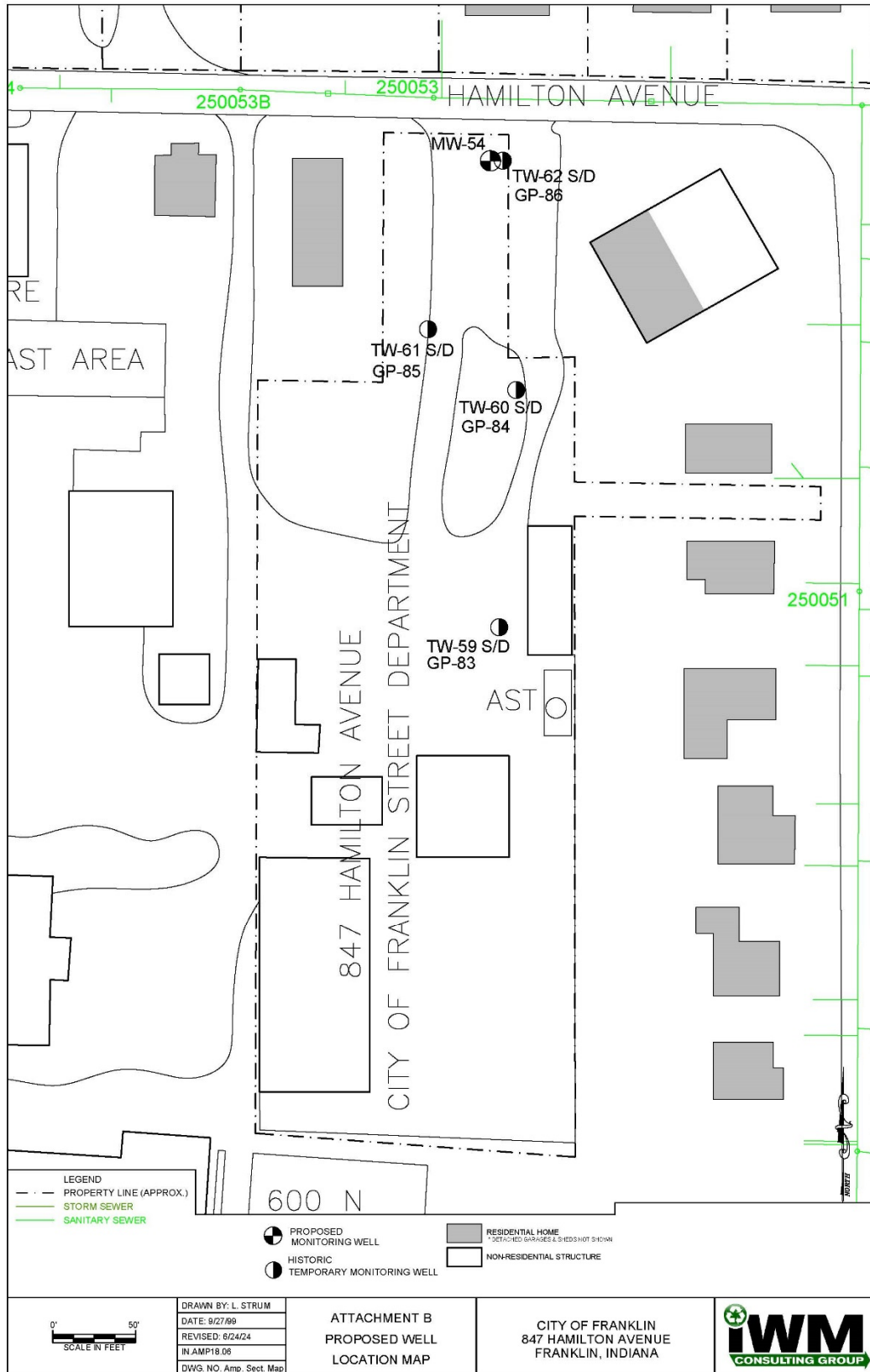
Jan Jones, Clerk Treasurer

Prepared by: Lynnette Gray  
Attorney No. 11567-41

Exhibit A  
Monitoring Site



**Exhibit B**  
Monitoring Well Location



**Exhibit C**  
Insurance Requirements

<u>Coverage</u>	<u>Limits</u>
A. Workmen's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000
Bodily Injury, personal injury, property damage, Contractual liability, products-completed operations	
General Aggregate Limit (other than Products/ Completed Operations)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
D. Comprehensive Auto Liability (single limit, owned, Hired, and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	\$1,000,000
Umbrella Excess Liability	\$2,000,000 each occurrence