

**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:	05.20.2025	Meeting Date:	06.02.2025
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 Indemnifying Agreement with the County in conjunction with the City's Westside Sewer Interceptor Project.			
List Supporting Documentation Provided:			
Indemnifying 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.

INDEMNIFYING AGREEMENT

This Indemnifying Agreement is entered into by and between the City of Franklin, Indiana, a municipal corporation, acting by and through its Board of Public Works and Safety (hereinafter "City") and the Board of Commissioners of Johnson County, Indiana, (hereinafter "COMMISSIONERS")

WITNESSETH THAT:

WHEREAS, City seeks permits pursuant to Johnson County Ordinance 32-2-1 to perform certain work in county road right-of-way in Johnson County, Indiana, which is more specifically set out in the application for permits being submitted by the City in conjunction with the City's Westside Sewer Interceptor Project, and

WHEREAS, the City submitted along with its application an indemnifying agreement in lieu of a performance bond or an irrevocable letter of credit,

NOW, THEREFORE, in consideration of the issuance by Johnson County of any permit to allow City to perform the work set out in its application for permit, City agrees as follows:

1. To maintain the road surface which has been disturbed by its work in a smooth and uniform condition for a period of one (1) year after traffic is again permitted to pass over the area, and to maintain any area cut outside the pavement surface but within the right-of-way in a condition similar to the immediately surrounding area for a period of one (1) year. Such maintenance shall meet the approval of the Johnson County Highway Engineer or Director, with the advice and consent of the COMMISSIONERS.
2. To erect and maintain all necessary barricades, detour signs, warning signals and light by night (in conformance with the Indiana manual of Uniform Traffic Control Devices-latest edition) required to direct traffic safely over or around the place where the work is being done, so long as the work in any way interferes with traffic.
3. To save and hold Johnson County harmless from and against all liability, damage, or loss which arises out of or in connection with, or is claimed to arise out of or in connection with, (a) any of the work done by City or its agents, servants, subcontractors, or employees; or (b) any accident or occurrence which happens, or is alleged to have happened, in or about the place where such work is being performed (i) while the work is being performed, or (ii) while City's property, equipment, or personnel are in or about the vicinity in connection with the performance of City's work. Without limiting the generality of the foregoing, City's obligation under this paragraph shall apply to all liability, damages, including attorney fees, loss, claims,

demands, or actions on account of personal injury, death, or property loss to Johnson County, its employees, agents, or subcontractors; to City, its employees, agents, or subcontractors; or to any other persons, whether such liability, damages, loss, claims, demands, or actions be based upon, or claimed to be based upon, statutory (including Workers Compensation), contractual, tort, or other liability; trademark, copyright, or patent infringement; unfair competition; infringement or any other so called "intangible" property right; defamation, false arrest, malicious prosecution, or any other infringement of personal or property rights of any kind whatsoever, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty.

4. To conspicuously display at the site of the street opening the name, address, and telephone number of the person to whom the permit has been issued and a copy of the permit, so long as the hole is open or barricades are in place.
5. To give notice to the Johnson County Highway Engineer prior to each day that excavations are opened in such right-of-way.
6. To well and truly observe, fulfill, and perform each provision of this Indemnifying Agreement. City acknowledges that in case of any breach of this Indemnifying Agreement, Johnson County shall be entitled to recover from it the amount of any damages and all costs and attorney fees incurred by Johnson County proximately resulting from failure of City to well and faithfully observe and perform any provision of this Indemnifying Agreement.
7. City warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of City or its employees or subcontractors and shall provide a certificate of insurance and all endorsements to COMMISSIONERS .k. City further represents that the insurance certificate delivered to the COMMISSIONERS is in full force and effect and shall not be cancelled prior to expiration of the one (1) year periods referenced in Paragraph 1 above.
8. To promptly pay any amounts that may come due under this Indemnifying Agreement.
9. To comply with all laws, rules, and regulations now in force or hereafter adopted relating to the work, the manner in which it is to be done, and the restoration of any place or places excavated.

IN WITNESS WHEREOF, City through its Board of Public Works and Safety has caused this instrument to be executed this _____ day of _____, 20____.

CITY

Mayor Steve Barnett

Tina Gross, Member

Kenneth Austin, Member

Attest:

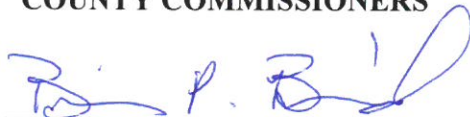
By: _____

Printed Name: _____


Title: City Clerk-Treasurer

Whereas, the Board of Commissioners of Johnson County, Indiana accepts and approves this Indemnifying Agreement this 12th day of May, 2025.

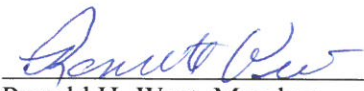
**JOHNSON COUNTY BOARD OF
COUNTY COMMISSIONERS**



Brian P. Baird, Chair

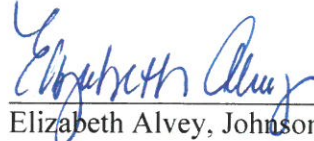


Kevin M. Walls, Member



Ronald H. West, Member

Attest:



Elizabeth Alvey, Johnson County Auditor