

AGREEMENT NO. 2022-11

**AGREEMENT
BETWEEN
FRANKLIN COUNTY, ILLINOIS
AND THE
GREATER EGYPT REGIONAL PLANNING AND DEVELOPMENT COMMISSION**

This agreement is dated September 23, 2022, and is between Illinois Franklin County, Illinois; all bodies politic of Illinois ("FRANKLIN COUNTY") and the Greater Egypt Regional Planning and Development Commission, a body corporate and politic of Illinois ("GREATER EGYPT"), collectively referred to herein as "Parties".

RECITALS

WHEREAS, FRANKLIN COUNTY desires to engage GREATER EGYPT to furnish technical and professional services for the completion of an update to the Franklin County Solid Waste Management Plan (SWMP), for the utilization of Franklin County operations in a manner consistent with the pre-established and agreed to scope of services, timeline and compensation contained herein, and GREATER EGYPT is willing and able to provide such services to FRANKLIN COUNTY.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties agree as follows:

ARTICLE I. AWARD AND CERTIFICATION

Identification Numbers

GREATER EGYPT certifies that the Dun and Bradstreet Universal Numbering System (DUNS) Number is 029983138 and the Federal Employer Identification Number (FEIN) is 37-6000838.

Amount of Agreement

GREATER EGYPT shall be reimbursed for actual expenses incurred not-to-exceed \$5,000.00 for the completion of this project. Funding for this project is provided by an IEPA Solid Waste Planning Grant awarded to FRANKLIN COUNTY, *Agreement No. SWM22317*.

Term

This agreement shall be effective on the date of execution above and shall expire on December 29, 2023, unless terminated pursuant to this agreement.

Amendments

In the event the outlined scopes of work changes or additional services need to be performed, FRANKLIN COUNTY and GREATER EGYPT will negotiate the amount and method of additional compensation due to GREATER EGYPT. This agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

Certification

GREATER EGYPT certifies under oath that (1) all representations made in this agreement are true and correct and (2) all funds awarded pursuant to this agreement shall be used only for the purpose(s) described herein.

GREATER EGYPT acknowledges that the award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this agreement.

Authorized Representatives

Cary M. Minnis, Executive Director
Greater Egypt Regional
Planning and Development Commission
3000 West DeYoung Street, Suite 800B-3
Marion, Illinois 62959

J. Larry Miller, County Board Chairman
Franklin County Board
901 Public Square
Benton, IL 62812

Signatures

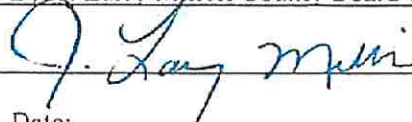
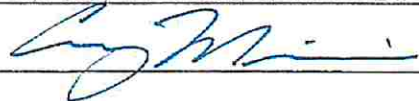
In witness whereof, the Parties hereto have caused this agreement to be executed by their duly authorized representatives.

**Greater Egypt Regional Planning and
Development Commission**

Franklin County, Illinois

By: Cary M. Minnis, Executive Director

By: J. Larry Miller, County Board Chairman



Date:

Date:

ARTICLE II. PAYMENT

Availability of Appropriation; Sufficiency of Funds

This agreement is contingent upon and subject to the availability of sufficient funds. FRANKLIN COUNTY may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required if sufficient funds for this agreement have not been appropriated or otherwise made available to FRANKLIN COUNTY. FRANKLIN COUNTY shall provide notice, in writing, to GREATER EGYPT of any such funding failure and its election to terminate or suspend this agreement as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

Timely Billing Required

Upon execution of contract, a \$2,500 payment will be due to GREATER EGYPT. GREATER EGYPT will send a final payment request to FRANKLIN COUNTY upon completion of the project.

FRANKLIN COUNTY may withhold or, on account of subsequently discovered evidence, nullify in whole or in part any invoice to such extent as FRANKLIN COUNTY may deem necessary to protect FRANKLIN COUNTY from loss on account of unsatisfactory work performed, failure of GREATER EGYPT to make required payment(s) to subcontracts, damage to FRANKLIN COUNTY property or related liability, or incomplete, inaccurate, or unauthorized billing.

ARTICLE III. SCOPE AND TIMELINE

GREATER EGYPT will provide FRANKLIN COUNTY technical and professional services for the completion the updated SWMP. GREATER EGYPT will lead this project to completion that includes, but is not limited to, the following services:

- **Hold Review Meeting**
 - GREATER EGYPT will host a meeting with FRANKLIN COUNTY to review the 2010 Franklin County Solid Waste Management Plan for strengths, weaknesses, and utility. As part of the update, FRANKLIN COUNTY will review the county goals and objectives from the 2010 update to determine if the information is still relative, or if new information is needed.
- **Review Existing Data and Programs**
 - FRANKLIN COUNTY and Greater Egypt will conduct a local solid waste assessment. This assessment will examine the components that are required of the Illinois Solid Waste Planning and Recycling Act (415 ILCS15) including: Recycling program, Description of waste in county, Waste facilities, Waste handling, Evaluation of waste programs, Implementation schedule, Site-specific implementation targets, Identify entities for implementation
- **Hold Public Meeting**
 - As part of the education and outreach component of the planning process, a meeting will be made public for interested citizens to learn about the planning process and provide input for potential projects. If there is enough interest, a second meeting will be arranged later in the planning process.
- **Write & Finalize Plan**
 - GREATER EGYPT will write the Solid Waste Management Plan and submit to the Franklin County Board for review. Any changes or edits suggested by FRANKLIN COUNTY will be completed, and the final draft will be submitted to the IEPA.

Timeline (Tentative)

GREATER EGYPT reserves the right to shift the tentative timeline so long as the draft is delivered to IEPA by the deadline, which is expected to be December 29, 2023.

Solid Waste Planning Timeline	2022				2023												
	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Intergovernmental Agreement																	
Organize Resources																	
Local Solid Waste Assessment																	
Public Meeting(s)																	
Write Plan																	
Review Plan																	
Finalize Plan																	
Print Plan																	

Scope Revisions

GREATER EGYPT shall obtain prior approval from FRANKLIN COUNTY whenever a scope revision is necessary. All requests for scope revisions that require approval shall be signed by GREATER EGYPT's authorized representative and submitted to FRANKLIN COUNTY for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before FRANKLIN COUNTY can give written approval.

ARTICLE IV. TERMINATION; SUSPENSION; NON-COMPLIANCE

Termination

(a) This agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by GREATER EGYPT, GREATER EGYPT must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If FRANKLIN COUNTY determines in the case of a partial termination that the reduced or modified portion of the compensation will not accomplish the purposes for which this agreement was made, FRANKLIN COUNTY may terminate this agreement in its entirety (2 CFR 200.339(a)(4)).

(b) This agreement may be terminated, in whole or in part, by FRANKLIN COUNTY without advance notice if any of the following occur:

- (i) A funding failure under Article II, Payment;
- (ii) GREATER EGYPT fails to comply with the terms and conditions of this agreement including any applicable rules or regulations, or has made a false representations;
- (ii) For cause; or
- (iii) GREATER EGYPT breaches this agreement and either (1) fails to cure such breach within fifteen (15) calendar days' written notice thereof, or (2) if such cure would require longer than fifteen (15) calendar days and GREATER EGYPT has failed to commence such cure within fifteen (15) calendar days' written notice thereof. In the event that FRANKLIN COUNTY terminates this agreement as a result of the breach of this agreement by GREATER EGYPT, GREATER EGYPT shall be paid for work satisfactorily performed prior to the date of termination.

Suspension

FRANKLIN COUNTY may suspend this agreement, in whole or in part, pursuant to a funding failure under Section II, Payment or if GREATER EGYPT fails to comply with terms and conditions of this agreement. If suspension is due to GREATER EGYPT's failure to comply, FRANKLIN COUNTY may withhold further payment and prohibit GREATER EGYPT from incurring additional obligations pending corrective action by FRANKLIN COUNTY or a decision to terminate this agreement by FRANKLIN COUNTY. FRANKLIN COUNTY may determine to allow necessary and proper costs that GREATER EGYPT could not reasonably avoid during the period of suspension.

Non-compliance

If GREATER EGYPT fails to comply with applicable statutes, regulations or the terms and conditions of this agreement, FRANKLIN COUNTY may impose additional conditions on GREATER EGYPT, as described in 2 CFR 200.207. If FRANKLIN COUNTY determines that non-compliance cannot be remedied by imposing additional conditions, FRANKLIN COUNTY may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all federal and state policies and procedures regarding non-compliance.

Objection

If FRANKLIN COUNTY suspends or terminates this agreement, in whole or in part, for cause, or takes any other action in response to GREATER EGYPT's non-compliance, GREATER EGYPT may avail itself of any opportunities to object and challenge such suspension, termination, or other action by FRANKLIN COUNTY in accordance with any applicable federal and state processes and procedures (2 CFR 200.341).

Effects of Suspension and Termination

(a) FRANKLIN COUNTY may credit GREATER EGYPT for expenditures incurred in the performance of authorized services under this agreement prior to the effective date of a suspension or termination.

(b) GREATER EGYPT shall not incur any costs or obligations that require the use of the funds after the effective date of a suspension or termination and shall cancel as many outstanding obligations as possible.

(c) Costs to GREATER EGYPT resulting from obligations incurred by GREATER EGYPT during a suspension or after termination of this agreement are not allowable unless:

- (i) FRANKLIN COUNTY expressly authorizes them in the notice of suspension or termination;
and
- (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if this agreement was not suspended or terminated (2 CFR 200.342).

ARTICLE V. SUBCONTRACTS/SUB-GRANTS**Sub-recipients/Delegation**

GREATER EGYPT may not subcontract nor sub-grant any portion of this agreement nor delegate any duties hereunder without prior approval of FRANKLIN COUNTY.

Application of Terms

GREATER EGYPT shall advise any subcontractors/sub-grantee of funds awarded through this agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this agreement.

ARTICLE VI. LAWSUITS AND INDEMNIFICATION

Indemnification

To the extent permitted by law, each party agrees and promises to indemnify and hold the other party harmless from all lawsuits, damages, costs, attorneys' fees and liabilities occasioned by or arising out of each party's own errors, actions, omissions or negligence under this Agreement. The indemnification and hold harmless provision shall survive the termination of this Agreement.