

AGREEMENT No 2020-04

AGREEMENT FOR TECHNICAL SERVICES AND ASSISTANCE BETWEEN FRANKLIN COUNTY, ILLINOIS AND MORAN ECONOMIC DEVELOPMENT, LLC

THIS AGREEMENT, entered into this 29th day of April, 2020 by and between Franklin County, Illinois and its Franklin County I-57 Enterprise Zone Management Organization consisting of the County of Franklin, Illinois (the "County") and the City of West Frankfort, Illinois, the City of Benton, Illinois ("Benton"), and the Village of West City, Illinois ("West City"), (the "Municipalities") hereinafter referred to as the "Client" and Moran Economic Development, LLC, hereinafter referred to as the "Consultant".

WHEREAS, the Client has a need for assistance in administering the Franklin County I-57 Enterprise Zone; and,

WHEREAS, the Consultant is duly experienced in providing such assistance,

NOW, THEREFORE, the Client and the Consultant, for the considerations and under the conditions hereinafter set forth, do mutually agree as follows:

SCOPE OF SERVICES

The Consultant shall:

Provide advice and consultation to Client in matters pertaining to policies, procedures, and administration of the Franklin County I-57 Enterprise Zone on an as needed basis, which may include:

- (a) Supervise the implementation of the provisions of Enterprise Zone Ordinance and the Illinois Enterprise Zone Act.
- (b) Act as a liaison between the County, the Municipalities, the Department, the Illinois Department of Revenue (the "IDOR"), designated zone organizations; and other state, federal and local agencies, whether public or private.
- (c) Conduct an ongoing evaluation of the Enterprise Zone program and submit such evaluative reports on at least an annual basis to the Management Organization.
- (d) Promote the coordination of other relevant programs, including, but not limited to, housing, community and economic development, small business, financial assistance and employment training within the Enterprise Zone as requested.
- (e) Have the authority to appoint personnel as appropriate to assure the smooth operation of the Enterprise Zone subject to approval by the Management Organization.
- (f) Develop and recommend a comprehensive planning program for the Enterprise Zone.
- (g) Establish and chair an Economic Development Committee that will serve as the primary technical and professional vehicle for triggering the implementation of the Enterprise Zone program objectives (if designated by Management Organization).
- (h) Examine and recommend local incentives, benefits and programs to accomplish stated objectives, to stimulate economic activity in the Enterprise Zone and to address impediments to capital investments.
- (i) Develop and analyze social, physical and economic data regarding population trends; labor force; land use patterns; size, type, capacity and status of existing commercial, industrial and manufacturing facilities within the Enterprise Zone; infrastructure availability and condition, and other factors pertaining the community planning; and, to recommend planning-related actions.
- (j) Recommend necessary legislative and administrative controls for guiding Enterprise

- Zone development, including planned capital improvements.
- (k) Review supportive planning studies and reports to insure technical proficiency.
- (l) Coordinate planning activities and programs implementation with other departments of the individual clients being parties to this Agreement on an individual basis upon request by that individual client..
- (m) Collect and analyze data and submit reports required by the Department on a timely basis.
- (n) Act as program manager responsible for the Enterprise Zone's day-to-day operations. Have other such duties as specified by either the County Board Chairman or the Management Organization.

COMPENSATION

The Consultant shall be compensated in accordance with the following schedule of standard hourly rates under this agreement and will be performed on an as needed basis; such rates are exclusive of reimbursable expenses:

Principal.....\$95.00/hr

Each member of the Management Organization will be billed separately in accordance with the amount of time spent representing supporting Enterprise Zone activities for each respective municipality or County. Any joint activity or services conducted by the Consultant will be split amongst the appropriate parties equally.

Reimbursable expenses shall consist of actual costs incurred by the Consultant for printing, photographic work, production, delivery charges, mileage and any other similar expenses required to provide the above Scope of Services. Such expenses shall be billed monthly to the Client based on the direct and actual cost to the Consultant.

Potential items not covered by this agreement:

- Creation of a **new** Tax Increment Financing District
- Business District Establishment
- Comprehensive Plan or Comprehensive Plan Update

Moran Economic Development could implement the above items under a separate agreement with the Client. These items are typically put in place on a flat fee basis.

Payment of current fees and reimbursable expenses shall be made to the Consultant within 30 days of the receipt of the invoice concerning these items provided the governing body has a scheduled meeting within that period and if not within 5 days after said meeting where bills are approved.

Termination of Agreement

If for whatever reason the Client determines that the work should be terminated, the Client will inform Moran Economic Development in writing that it wishes to terminate this agreement. The date of termination shall occur upon receipt of the written notice of termination by Moran Economic Development via the U.S. Postal Service or facsimile.

The Client will pay Moran Economic Development an amount representing the work performed to the date of termination, plus any expenses which have been incurred by Moran Economic Development to that date.

1. Confidentiality; FOIA Requests. “Confidential Information” means any information which Consultant has designated as confidential in writing or ought to be considered confidential (however it is conveyed or on whatever media it is stored) including information that relates to a party’s trade secrets, commercial information, proprietary information, and, private personal information. In the event the Client, or an authorized representative thereof, receives a FOIA request for documents containing Confidential Information, Client shall notify Consultant of the request. Upon receipt of such notice by email or facsimile, Consultant shall notify Client within two business days whether, and if so why, it believes the requested documents are exempt from disclosure under the applicable FOIA law, or if any portion of the requested documents is exempt from disclosure (and therefore should be redacted) under the Illinois Freedom of Information Act or other applicable rules, laws or regulations.

2. Not Legal Advice. Client understands that any information or deliverables Consultant provides to Client in connection with this agreement or the services provided hereunder is not, and should not be relied upon as, legal advice.

3. Delay. Consultant shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of Consultant.

4. Relationship. Consultant will act under this agreement as an independent contractor, and nothing contained herein will constitute either party as the employer, employee, or representative of the other party, or both parties as joint ventures or partners for any purpose.

5. Enforceability. The invalidity or unenforceability of any provision of this agreement does not affect the validity or enforceability of any other provisions of this agreement, which will remain in full force and effect.

6. Amendments. This agreement may not be amended or modified except in writing signed by the parties hereto.

7. Governing Law. The laws of the state of Illinois, without regard to conflicts of law principles thereof, govern all matters arising under this agreement.

8. Notices. All notices pursuant to this agreement must be in writing and delivered by hand, sent via telecopy or overnight delivery or by certified or registered mail to each party’s address provided in this agreement.

9. Entire Understanding. This agreement sets forth the entire agreement and understanding between Consultant and Client with respect to the subject matter hereof.

10. Execution. The signature of either party hereto that is transmitted to the other party or other party’s authorized representative electronically (e.g. facsimile, e-mail, etc.) will be deemed for all purposes to be an original signature. This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document.

The undersigned parties have caused this Contract to be executed per their respective date as indicated below.

COUNTY OF FRANKLIN, ILLINOIS

Randall Crocker
BY: Randall Crocker
TITLE: Chairman

Date: 4-17-2020

ATTEST: Amy Nisled
BY: County Clerk

CITY OF WEST FRANKFORT, IL

Tom Jordan
BY: Tom Jordan
TITLE: Mayor

Date: 4/15/2020

ATTEST: Cheryl Baker Deaton
BY: City Clerk

CITY OF BENTON, ILLINOIS

Fred Kondritz
BY: Fred Kondritz
TITLE: Mayor

Date: 3/9/2020

ATTEST: Brook Craig
BY: City Clerk

VILLAGE OF WEST CITY, ILLINOIS

Ron House
BY: Ron House
TITLE: President

Date: 4-29-2020

ATTEST: Sherry Miller
BY: Village Clerk

Moran Economic Development, LLC

Keith Moran
Keith Moran
President
Date: _____

ATTEST: _____
BY: _____

MORAN 