

Letter of Agreement Addendum C

Bellwether LLC
200 W. North Street - Box 803
Normal, Illinois 61761

September 21, 2020

Fayette County
221 S 7th St
Vandalia IL 62471

To the Honorable Chairman,

This Addendum extends the dates of service for the original Letter of Agreement (Agreement) dated July 7, 2017 and summarizes our understanding of the services requested by Fayette County (Client) from Bellwether LLC (Bellwether).

This letter represents a binding contract. If acceptable, please sign below and return a copy to Bellwether LLC by mail or email.

The Agreement is as follows:

Desired Service

1. Client desires to retain Bellwether as the Contract Administrator for Fayette County. Principle among the client's desires are:
 - a. Conduct ongoing financial analysis with actions toward continued expense reduction
 - b. Support the County Board in addressing issues in the normal course of providing local governance to Fayette County.
 - c. Develop the County Budget with a goal of final approval prior to 12/01/2021
 - d. Facilitate department leadership coordination and planning
 - e. Serve as a resource for department leadership on employment issues.
 - f. Review and provide guidance on contracts, bidding, and renewal
 - g. Review and propose improvements to the Fayette County Property Tax Process
 - h. Review / Develop a county Risk Management Plan and review insurance costs
 - i. Serve as a resource to Elected Officials
 - i. Attend the County Board Meeting as a seated, non-voting representative
 - ii. Facilitate Inter-departmental efforts
 - iii. Respond to Department Heads and County Board Member questions via meetings, phone calls and email.
 - j. Other services as mutually agreed between client and Bellwether.

Payment for Service

1. Invoices shall be submitted at the end of each month for payment in the next available claims approval.
2. Client shall pay a monthly fee of Seven Thousand Dollars (\$7,000.00) for services listed above.
3. In instances where Bellwether is required to be onsite more than two days per month a mileage fee per trip of One Hundred Thirty-Four Dollars (\$134.00) shall apply.
 - a. Bellwether reserves the right to add additional onsite visits without an additional fee during peak activity periods.

Term

1. The term of this Agreement ("Term") will commence as of December 1, 2020 and will continue until December 1, 2021.
2. The condition of the agreement may be altered in a written document signed by both parties in the manner described in this Agreement.

Force Majeure

1. Neither party will be liable to the other for any loss, damage or default occasioned by strike, civil disorder, governmental decree or regulation, acts of God or any other force majeure (collectively, a "Force Majeure Event"). We agree that upon conclusion of a Force Majeure Event, each of us will use commercially reasonable means to recommence full performance of our obligations under this Agreement.

Notice

1. Any notices to be given under this Agreement by either of us may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested to the addresses set forth in this Agreement unless one of us notifies the other, in writing, of a change of address.

No Other Agreement

1. This Letter of Agreement contains the entire agreement between us. No part of this Letter of Agreement may be changed, modified, amended or supplemented except in a written document, signed by both of us which specifically states that the document is being signed for the purposes of modifying this Agreement. Each of us acknowledges and agrees that the other has not made any representations, warranties, or agreement of any kind, except as is expressly described in this Agreement.

Governing Law

1. This Agreement shall be interpreted in accordance with the laws of Illinois. In interpreting this contract, we each hereby acknowledge that we have mutually agreed to the terms of this Agreement and thus waive the protections of any law or statute which provides that in the case of uncertainty not removed by the laws relating to the interpretation of the contracts, the language of a contract should be interpreted against the drafter of the contract. Further, we agree that in the event that any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired.

Attorney's Fees

1. We agree that if any action is commenced to enforce any claim, demand, debt, action, cause of action, liability, cost, right, duty or obligation provided herein, or if any action is commenced to enforce any of the provisions of this Agreement, the prevailing party in such an action shall be entitled, in addition to any other remedies, to an award of out-of-pocket attorney's fees, including all actual costs incurred by the prevailing party.

Remedy of the Parties

1. Except as otherwise specifically provided for in this Agreement, in the event one of us is in default or in breach of any of the material provisions of this Agreement and fails to cure the default or breach within ten (10) days after written notice of such default or breach by the other, the non-breaching party shall have the right to terminate this Agreement.

Assignment

1. This Agreement shall only be assignable or transferable by one of us upon the written approval from the other.

Relationship of the Parties

1. It is understood and agreed that this Agreement does not create a partnership, joint venture or employment relationship of any kind between us; that each of us is acting as independent contractors with respect to each other; and that none of the employees of either of us will be deemed to be employees of the other for any purpose.

Termination

1. Either of us shall have the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events:
 - (a) A breach or default of a provision of this Agreement which is not cured within the period set forth.
 - (b) A Force Majeure Event that continues for a period of thirty (30) days; or
 - (c) The death or incapacity of either party during the Term
2. In the event of a termination, any moneys due on the date of termination shall be immediately due and payable.

Headings

1. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return me by either paper copy or electronic copy.



Bellwether LLC
200 W. North Street - Box 803
Normal, Illinois 61761

Accepted and agreed to on Oct 6th, 2020 by 
For Fayette County