



Letter of Agreement

May 20, 2021

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

~~Marion County~~ *Jefferson Co.*
~~100 E Main St~~ *100 S. 10th*
~~Salem, IL 62881~~ *Mt. Vernon, IL 62864*

To the Honorable Chairman,

Thank you for reaching out to Bellwether LLC. We are pleased to be the leading provider of operations consulting for Illinois Counties across the state.

This Letter of Agreement (Agreement) summarizes our understanding of the services requested by ~~MARION~~ *Jefferson* 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.

BACKGROUND

The President signed the American Rescue Plan Act providing for funds more multiple entities including Illinois Counties. This program is to be administered by the US Treasury Department.

The US Treasury Department has provided and continues to update guidance for Counties for the use of funds provided by the American Rescue Plan Act (ARPA).

As expected, the language used at the federal level does not match well with the language counties use to describe their needs. This continues to cause confusion and concern about how to proceed.

We fully anticipate counties receiving funds in mid-May. We are encouraging all Counties to ensure they are on solid footing and compliance before committing these funds.

Bellwether has committed resources to monitor developments at the federal level, observe practices of peer counties within Illinois and to work directly with Illinois counties to pursue their goals for the ARPA funds.

ARPA program rules prohibits Bellwether of acting on your behalf. Bellwether's role will be to provide administrative support as well as serving as a pipeline for Insights and opportunities.

To proceed, and prior to engaging Bellwether, Counties should complete the ARPA registration process and provide the necessary information to receive funds.

Proposal

Bellwether proposes the following services for consideration.

1. To receive information from ^{Jefferson}MARION County on their desired use of ARPA funds.
2. To confirm, within the limits of available Information, the eligibility of the desired use for ARPA funding.
3. To actively seek approval from the US Treasury Department for uses not specified in the provided information.
4. To work directly with ^{Jefferson}MARION County to compile document, propose resolutions and establish initiatives for use of ARPA funds.
5. To work directly with ^{Jefferson}MARION County resources to identify information required to complete require periodic reports for the US Treasury Department as required by ARPA.
6. To work directly with ^{Jefferson}MARION County resources to resolve any conflicts in reporting or requests for additional information by the US Treasury Department.

Timeline

1. The project will commence immediately after approval by ^{Jefferson}MARION County.
2. The project has two parts:
 - a. 2021 ARPA Funding and Periodic Reporting (Linked to US Treasury first distribution of funds)
 - b. 2022 ARPA Funding and Periodic Reporting (Linked to US Treasury second distribution of funds)

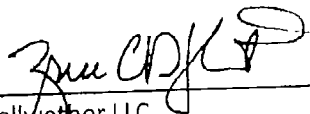
Payment for Service

1. Client shall pay Twenty Thousand Dollars (\$20,000). Payments shall be in response to two invoices.
 - a. An initial payment of Ten Thousand Dollars (\$10,000) to be paid at the contract signing.
 - b. A second payment of Ten Thousand Dollars (\$10,000) to be paid at the time of the second distribution provided by the US Treasury Department.

Conditions

1. **Bellwether LLC is not a law firm:** Bellwether does not provide legal advice. Our services are based on an understanding of the conditions and instructions for the ARPA. County elected official are ultimately responsible for decisions on the use of the funds and approval of reporting documents.
2. **Entire Agreement:** 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.
3. **Governing Law:** 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.

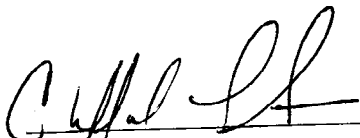
If the above correctly expresses your understanding of the terms reached during our negotiations, please sign and date a copy of this Agreement and return the signed and dated Agreement to me by scan / email or US Postal Service.



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

AGREEMENT

Accepted and agreed to on 6/28, 2021 by



Signature

Clifford Lindemann
Printed Name