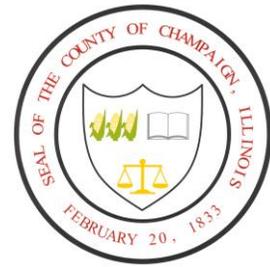


# **CHAMPAIGN COUNTY PHYSICAL PLANT**

1776 EAST WASHINGTON STREET, URBANA, ILLINOIS 61802-4581

FACILITIES & GROUNDS MANAGEMENT SERVICES

DANA BRENNER, FACILITIES DIRECTOR



## **Letter of Understanding**

This Letter of Understanding (the "Letter") is made on \_\_\_\_\_, by and between Champaign County, of 1776 E. Washington, Urbana, Illinois 61802 (hereinafter referred to as "the County") and Bailey Edward Architecture, of 1103 South Mattis Avenue, Champaign, Illinois 61821-4829 (hereinafter referred to as "Bailey Edward") (collectively the "Parties") for the purpose of achieving the various aims and objectives relating to RFQ #2020-005 for architectural services ("the RFQ").

WHEREAS the County and Bailey Edward desire to enter into an agreement in which the County and Bailey Edward will work together to complete selected various projects named in the RFQ and that may arise during the term of this agreement;

AND WHEREAS the County and Bailey Edward are desirous to enter into a Letter of Understanding between them, setting out the working arrangements that each of them agree are necessary;

### **Purpose**

The purpose of this Letter is to provide the framework for any future binding contract regarding architectural services as outlined in the RFQ #2020-005. between the County and Bailey Edward.

### **Obligations of the Parties**

The County and Bailey Edward acknowledge that no contractual relationship is created between them by this Letter, but agree to work together to ensure a high quality of architectural services at a competitive rate for selected projects listed in the RFQ and others that might arise during the term of this agreement.

### **Cooperation**

#### **a. Services to be rendered by the County include:**

The County agrees that Bailey Edward was selected through the RFQ process as an architecture firm that would the best meet the County's needs for architectural services for the term of January 1, 2021 to December 31, 2023. The County agrees to negotiate in good faith to reach agreement for architectural contracts for selected projects.

#### **b. Services to be rendered by Bailey Edward include:**

Bailey Edward agrees to provide architectural services at a competitive price for the projects listed in the RFQ and others as they arise for the term of January 1, 2021 to December 31, 2023. Bailey Edward agrees to negotiate in good faith to reach agreement for architectural contracts for selected projects. Bailey Edward certifies that it is in compliance with all of the

General Requirements and other requirements as set forth by the RFQ and applicable law and if it comes out of compliance it will notify the County within 10 days.

#### Liability

No liability will arise or be assumed between the Parties as a result of this Letter.

#### Dispute Resolution

In the event of a dispute between the Parties in the negotiation of any contract relating to a project, a dispute resolution group will convene consisting of the Chief Executive of Bailey Edward and the Director of Facilities for the County. The Parties will use their best efforts to reach an agreement. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither Party is obligated to enter into any binding contract to take on a project.

#### Term

The arrangements made by the Parties by this Letter shall remain in place from January 1, 2021 until December 31, 2023.

#### Notice

Any notice or communication required or permitted under this Letter shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

#### Governing Law

This Letter shall be construed in accordance with the laws of the State of Illinois.

#### Assignment

Neither party may assign or transfer the responsibilities or agreement made herein.

#### Severability

If any provision of this Letter is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Letter is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

#### Incorporation of the RFQ and Other Agreements Superseded

This Letter incorporates the RFQ and constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Letters, whether written or oral.

#### Understanding

It is mutually agreed upon and understood by and among the Parties of this Letter that:

- a. Each Party will work together in a coordinated fashion for the fulfillment of the projects.
- b. In no way does this agreement restrict involved Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Party will participate in the development of the projects.
- d. Nothing in this Letter shall obligate any Party to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Parties of this Letter will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Parties

involved and shall be independently authorized by appropriate statutory authority. This Letter does not provide such authority.

- e. This Letter is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Letter will be effective upon the signature of both Parties.
- g. Any Party may terminate its participation in this Letter by providing written notice to the other Party.

**Signatories**

This Agreement shall be signed on behalf of Champaign County by Darlene Kloeppe, County Executive, and on behalf of Bailey Edward Architecture by \_\_\_\_\_. This Agreement shall be effective as of the date first written above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Champaign County  
Darlene Kloeppe, its County Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bailey Edward Architecture  
\_\_\_\_\_, its \_\_\_\_\_