

## AGREEMENT No. 2021-07

This Agreement entered into this 1st day of July 2021, by and between Franklin County located at 901 Public Square, Benton, IL 62812 (hereinafter referred to as "Client"), and James Arthur & Company, Inc., an Illinois corporation of Marion, IL (hereinafter referred to as "Consultant") located at 1200.5 Tower Square Plaza, Marion IL 62959. In consideration of the mutual covenants below, and other good and valuable consideration in part to future estimates on behalf of client, the parties agree as follows:

### 1. SCOPE OF WORK

Consultant shall perform the work described in Exhibit A entitled "Estimate" and/or project proposal. Consultant shall perform the work in a skillful, professional and competent manner. Consultant shall provide qualified staff persons to administer and oversee this contract.

### 2. FEES AND CHARGES

**2.1 Invoices:** All invoices are to be paid within fifteen (15) days of receipt unless otherwise noted (2.2 Fees). A 1.5% monthly service charge is payable on all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client shall be responsible for all collection or legal fees necessitated by late or default in payment. James Arthur & Company, Inc. reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full which shall be inclusive of any and all outstanding Additional Costs, Taxes, Expenses, and Fees, Charges or the costs of Changes.

**2.2 Fees:** In consideration of the Services to be performed by Consultant, Client shall pay to Consultant 8,136.00 USD in two (2) installments. The first installment for a total of 4,068 USD is due as a deposit for project launch with the second and final installment in the amount of 4,068 USD due following the completion of project(s).

### 3. CHANGES

Unless otherwise provided in the Estimate, and except as otherwise provided for herein, Client may pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Consultant's standard hourly rate of 95 USD Per Hour. Such charges shall be in addition to all other amounts payable under the Estimate, despite any maximum budget, contract price or final price identified therein. If Client requests or instructs Changes on previously approved work that amount to a revision in or near excess of 35 percent (35%) of the time required to produce the Deliverables, and or the value or scope of the Services, Consultant shall be entitled to submit a new and separate Estimate to Client for written approval. Work shall not begin on the revised services until a fully signed revised Estimate and, if required, any additional retainer fees are received by Consultant.

### 4. CLIENT RESPONSIBILITIES

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) Coordination of any decision-making with parties other than Consultant;
- (b) Provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Estimate; and
- (c) Final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

### 5. ACCREDITATION/PROMOTIONS

Consultant retains the right to reproduce, publish and display the Deliverables in Consultant's portfolios and Web sites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its Web site and in other promotional materials, and, if not expressly objected to, include a link to the other party's Web site.

### 6. WARRANTIES AND REPRESENTATIONS

**6.1 By Client:** Client represents, warrants and covenants to Consultant that (a) Client owns all right, title, and interest in, or otherwise has full right and authority to permit the use of the Client Content, (b) to the best of Client's knowledge, the Client Content does not infringe the rights of any third party, and use of the Client Content as well as any Trademarks in connection with the Project does not and will not violate the rights of any third parties, (c) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials, and (d) Client shall comply with all laws and regulations as they relate to the Services and deliverables.

**6.2 By Consultant:** (a) Consultant hereby represents, warrants and covenants to Client that Consultant will provide the Services identified in the Agreement in a professional and workmanlike manner and in accordance with all reasonable professional standards for such services. (b) Consultant further represents, warrants and covenants to Client that (i) except for Third Party Materials and Client Content, the Final Deliverables shall be the original work of Consultant and/or its independent contractors, (ii) in the event that the Final Deliverables include the work of independent contractors commissioned for the Project by Consultant, Consultant shall have secure agreements from such contractors granting all necessary rights, title, and interest in and to the Final Deliverables sufficient for Consultant to grant the intellectual property rights provided in this Agreement. In the event Client or third parties modify or otherwise use the Deliverables outside of the scope or for any purpose not identified in the Estimate or this Agreement or contrary to the terms and conditions noted herein, all representations and warranties of Consultant shall be void. (c) Except for the express representations and warranties stated in this agreement, Consultant makes no warranties whatsoever. Consultant explicitly disclaims any other warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

## **7. INDEMNIFICATION/LIABILITY**

**7.1 Indemnification:** Client agrees to indemnify, save and hold harmless Consultant from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party as a result of work requested and approved by Client.

**7.2 Limitation of Liability:** The services and the work product of Consultant are sold "AS IS." In all circumstances, the maximum liability of Consultant, its directors, officers, employees, design agents and affiliates ("Consultant Parties"), to Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of Consultant. In no event shall Consultant be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Consultant, even if Consultant has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

## **8. TERMS AND TERMINATION**

**8.1:** This Agreement shall remain the governing force for any and all current and future Estimates or Services from Consultant requested and approved by Client until such Services are completed and delivered.

**8.2:** This Agreement may be terminated at any time by either party effective immediately upon written notice, or the mutual agreement of the parties, or if any party:

- (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or
- (b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

**8.3:** In the event of termination, Consultant shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Consultant or Consultant's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

**8.4:** Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

## **9. GENERAL**

**9.1 Notices:** All notices to be given hereunder shall be transmitted in writing either by facsimile or electronic mail with return confirmation of receipt or by certified or registered mail, return receipt requested, and shall be sent to the to the addresses identified below, unless notification of change of address is given in writing. Notice shall be effective upon receipt or in the case of fax or e-mail, upon confirmation of receipt.

**9.2 Force Majeure:** Consultant shall not be deemed in breach of this Agreement if Consultant is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, illness or incapacity of Consultant or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Consultant's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Consultant shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services

**9.3 Future Work:** This agreement and the provisions herein will remain in effect for any and all future Services rendered by Consultant on behalf of Client.

**9.4 Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

**9.5 Entire Agreement:** This entire Agreement contains the binding agreement between the parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement, including any statements in referenced exhibits or attachments that may be in conflict with

statements in this writing. No modification, amendment or other change in this Agreement shall be effective for any purpose unless specifically set forth in writing and signed by the party to be bound thereby.

Client:

By: J. Lay Mui

Title: Chairman

Dated: 7/1/2020

Consultant:

By: James A. Moseman  
James A. Moseman, President & CEO  
James Arthur & Company, Inc.

Dated: 07/01/2021

Deliverables / Exhibit A



James Arthur & Company, Inc.  
1200 Tower Square Plaza  
Marion, IL 62959 US  
(618)997-6298  
info@jamesarthurco.com

Invoice 2704

**BILL TO**  
Gayla Sink  
Franklin County Illinois  
202 W Main Street - Unit 1  
Benton, IL 62812

DATE  
07/14/2021

PLEASE PAY  
\$8,136.00

DUE DATE  
07/29/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
07/01/2021	<b>Web Development / HTML Coding</b> FRANKLIN COUNTY WEBSITE REDESIGN: Redesign and development of Franklin County Illinois website.	1	7,956.00	7,956.00
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07/01/2021	<b>Standard Hosting</b> 900MB Storage, FTP access, control panel access. Client hosting support included. Period 7/1/21 - 7/1/22	12	15.00	180.00
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Thank you for choosing James Arthur & Company, Inc. - a creative design and advertising studio. We look forward to serving you again.

TOTAL DUE **\$8,136.00**

THANK YOU.

## Gayla Sink

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**From:** Matt Carnaghi <matt@jamesarthurco.com>  
**Sent:** Monday, June 7, 2021 3:09 PM  
**To:** Gayla Sink; Ryan Buckingham  
**Subject:** Board Member Overview

Good afternoon Gayla and Ryan,

Below is an outline of what would encompass the new web development. In our opinion, you would have more headaches trying to keep the old site on life support and we would spend just as much if not more time trying to fix something that is outdated.

Of course, this would also include all of the training you would need to get comfortable with the new interface. But it should be easier for you to use so I hope you see that as a positive change.

As per our conversation, we will utilize ADA best practices. Staying within compliance with ADA.gov as well as adhering to any special requests made by your insurance provider.

If you or your board want to have a follow up meeting to answer further questions, we would be more than happy to do so. I realize that a government funded entity has limited resources with these types of projects, and I want to be as transparent as possible.

Please let me know if you have any other questions, and hopefully the information below will assist you in your conversation with the board tonight.

Thank you very much.  
Have a wonderful day.

### **CUSTOMIZED RESPONSIVE WORDPRESS WEBSITE DEVELOPMENT:**

1. *Consultation & Design Audit*
2. *Industry Research & Evaluation*
3. *Website GUI Interface (Presentation of up to 3 Schematics)*
4. *Development & Source File Generation (Up to 50 Pages)*
5. *Copy Audit, Menu Compression, Map Generation, Streamline Navigation*
6. *SEO Work (Absolute Path, "H" tags, Keywording, Seeding, Meta-Tags, etc.)*
7. *ADA Compliance (Based on [ada.gov](http://ada.gov) standards)*
8. *Publishing of Website & Basic Search Engine Indexing*

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**INVESTMENT: \$ 7,956**

### **HOSTING (OPTIONAL):**

1. *Monthly Hosting – Includes FTP Access, Plesk & Support*

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**INVESTMENT: \$ 180.00 / YEAR (IF APPLICABLE)**

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**Matthew D. Carnaghi**

James Arthur Design Co - A Creative Design & Branding Studio

1200.5 Tower Square Plaza

Marion, IL 62959

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c \_ 618.309.3542

f \_ 618.364.4418

e \_ [matt@jamesarthurco.com](mailto:matt@jamesarthurco.com)

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