

AGREEMENT NO. 2021-12

PROPOSAL

Gilbert, Huffman, Prosser, Hewson & Barke, Ltd. proposes the following services for consideration.

1. To receive information from Franklin 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 Franklin County to compile, document, proposed resolutions and establish initiatives for use of ARPA funds.
5. To work directly with Franklin County resources to identify information required to complete required periodic reports for the US Treasury Department as required by ARPA.
6. To work directly with Franklin 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 Franklin 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

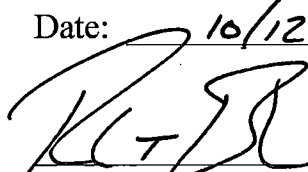
1. Client shall pay Twenty Thousand Dollars (\$20,000). Payments shall be in response to two invoices.
 - a. An initial payment of Ten Thousand Dollars (\$10,000) to be paid at the contract signing.
 - b. A second payment of Ten Thousand Dollars (\$10,000) to be paid at the time of the second distribution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

Conditions

1. **Services:** Our services are based on an understanding of the conditions and instructions for the ARPA. County elected officials 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 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.

Agreed to in form and content:

Date: 10/12, 2021


Rhett T. Barke, On behalf of GPHB


Larry Miller, Board Chairman