

Statement of Work Contract

Website Design and Development Project

Britni Fackler
Wood County ADAMHS Board
bfackler@wcadamh.org
Tel. 419.352.8475

1. Authorization

This Statement of work is dated 7-31, 2017, and is an agreement that Wood County ADAMHS Board (hereinafter referred to as "Client") is engaging Martini Creative as an independent contractor for the specific purpose of designing and developing a website (herein after referred to as "Web Project"). The ownership and responsibility of the website and domain name belongs to the Client.

2. Design and Development (Scope of Work)

This Web Project will be designed and developed according to the following specifications:

- Design – The layouts will include design elements as specified by the Client, for the purposes of marketing and supporting the organization.
- Compatibility – When developing the home page of the web site, Martini Creative takes cross-browser compatibility into mind. We perform checks to make sure that the site follows modern web development guidelines and includes graceful fallbacks for older browsers. The Web Project will be developed utilizing Wordpress, a content management system, which will allow for client updates. It will also incorporate Responsive Web Design (RWD), which allows for the site to adapt across multiple screen sizes including mobile platforms.
- Images – Martini Creative expects that any images provided by the Client for the web site will be of acceptable quality for use in Web Project. Martini Creative agrees to make minor corrections to Client-provided images. Martini Creative will provide any additional stock and/or custom photography and graphics and for the Web Project.
- Content – The Client will provide the content for the website. Martini Creative agrees to assist with any edits to this copy and/or make recommendations on the content provided.

3. Assignment of Website Project

Martini Creative reserves the right, and the Client agrees, to assign subcontractors to this Web Project to ensure that the terms of this agreement are met as well as on-time completion. Martini Creative shall ensure that any subcontractors engaged by it in the performance of this contract are bound by the terms of this Contract.

4. Copyrights and Trademarks

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Martini Creative for inclusion in the Web Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements.

5. Web Site Maintenance

This Web Projects includes development in Wordpress, a content management system (CMS), that allows for client updates. The website will be developed according to Client specifications, and in a

manner that The Client has the ability to make necessary updates/revisions. Major page code and/or graphics changes are not part of the CMS and are services provided by Martini Creative.

Monthly maintenance is estimated at \$150 per month and will be determined based on frequency of changes requested by the Client.

6. Web Site Hosting

Managed hosting is included in the Web Project and begins at \$38/month (\$456/year) and includes:

- Upgraded Hosting (*compared to existing hosting*)
 - Better security (limiting risk of a hack)
 - Increased network redundancy (to ensure network issues don't result in downtime of your site)
 - More space/bandwidth (our hosting packages have been tweaked to have more stats where it counts)
 - Daily backups (to protect you in the event something goes wrong)
- Includes a manual update per year of WordPress software and plugins (averages 8-10 hours of work)
- Includes 4 hours per year of basic site support/changes (e.g. questions on site use and features, making simple changes to content or layout, patching issues that arise from changes in web development standards)

7. Completion Date

Martini Creative and the Client will work together to complete the Web Project in a timely manner. Martini Creative agrees to work expeditiously to complete the Web Project within 120 days after Client has submitted all necessary materials.

Furthermore, any major changes to the design and/or structure of the site after final approval by The Client, will incur additional costs that will be billed at an hourly rate of \$90/hour.

8. Project Delivery

The Client will be hosting the website with the host of their choice. The Web Project includes:

- A development platform will be established for proofing the web site.
- Publishing of site by Martini Creative:
 - Setup and install of the site and software for the CMS is included in the Scope of Work.
- Custom CMS guide with instructions for updating website.

9. Compliance with Laws

Each party shall comply in all respects with any and all applicable laws and legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

10. Web Project Copyright

Copyright to the finished materials produced by Martini Creative will be owned by the Client. The Client will assume all ownership of the Web Project, once final payment under this agreement and any

additional charges incurred have been paid. Martini Creative and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios. All Web Projects will contain a copyright/legal statement with a link to Martini Creative.

11. Payment Schedule

Payment for services provided hereby shall be made in accordance with the conditions contained in the attached contract and this agreement. The Client and Martini Creative agree that the services described in this SOW and attached contract, shall be completed for \$6,750. The Client agrees to pay Martini Creative an initial, non-refundable deposit of \$2,250.00 (normally, one third of the estimated total cost) upon execution of this agreement. Another deposit in the amount of \$2,250.00 is due upon approval of the design concepts/at the initial start of development. Final payment is due prior to publication and/or delivery of the Web Project. All amounts must be in U.S. Dollars.

12. Payments

Payments must be made promptly based on the terms of this Web Project. Martini Creative reserves the right to remove any Web Project from viewing on the Internet until final payment is made.

13. Legal Notice

Notwithstanding anything to the contrary contained in this contract, neither Martini Creative nor any of its employees or agents, warrant that the functions contained in the Web Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Project is with the Client. In no event will Martini Creative be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's computer or Internet software, even if Martini Creative has been advised of the possibility of such damages.

14. Independent Contractor Clause

- a. It is hereby agreed by and between the parties that the relationship between Martini Creative and the Client shall be that of an independent contractor and that no employer-employee, joint venture, partnership, or agent-principal relationship is created by this Agreement. The Client is interested in the results achieved and the conduct and control of the work will lie solely with Martini Creative.
- b. Martini Creative is not entitled to any of the benefits the Client provides its employees. Individuals employed by Martini Creative who provide personal services to Client shall not be construed as public employees for purposes of the Ohio Public Employees Retirement System as set forth in Ohio Revised Code ("ORC") Chapter 145. Martini Creative shall be solely liable and responsible to pay all required taxes and other obligation, including, but not limited to, withholding and social security.
- c. It is further understood that the Client does not agree to use Martini Creative exclusively. Moreover, it is understood that Martini Creative is free to contract for similar services to be performed for other parties while it is under contract with the Client.

15. Defend, Indemnify, and Hold Harmless Clause

Martini Creative agrees that it will defend, indemnify and hold the Client, its officers, employees, agents and assigns harmless from any liabilities, claims or demands arising out of work performed pursuant to this contract from persons who are not party thereto and who claim or allege any personal injury or death or any economic loss, or damage to their property due to the intentional or negligent acts of Martini Creative or its officers, employees or agents. The Client shall give timely notice and accord to Martini Creative of the right to defend and settle all such claims.

16. Insurance

Martini Creative will obtain and/or maintain liability insurance for the duration of the Agreement period herein.

17. Child Support Clause

Martini Creative declares that its principal officers, directors, shareholders and/or partners are current with any court-ordered child support payments pursuant to the Board of County Commissioners' Resolution No. 92-2041.

18. Governing Law and Forum

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect, and performance. All actions regarding this Agreement shall be forumed and venued in an Ohio court of competent subject matter jurisdiction.

19. Modification of Agreement

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

20. Waiver

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

21. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

22. Notices

All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail, or by facsimile or electronic mail:

TO: Tom Clemons
Wood County ADAMHS Board
745 Haskins Road, Suite H

Bowling Green, Ohio 43402
tclemons@wcadamh.org
Phone: 419-352-8475

TO: Julie Martini
Martini Creative
O: 419.353.9696
M: 419.615.4332
julie@martincreative.com
www.martincreative.com

23. This Agreement

This agreement constitutes the sole agreement between Martini Creative and the Client regarding this Web Project. If any provision of this Agreement irreconcilably conflicts with the proposal, this Agreement takes precedence over the proposal.

Any additional work not specified in this contract or outside the Scope of this Web Project, must be authorized by a written request signed by both Client and Martini Creative, and will be billed at an hourly rate of \$90. All prices specified in this contract will be honored for six months after both parties sign this contract. Continued services after that time will require a new agreement.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

AGREED TO:

Client

By Tom Clemons
Tom Clemons
Date 3-31-17

Martini Creative

By Julie Martini Date 5/17/17
Owner, Martini Creative

Julie Martini Julie Martini 8/4/17

Approved as to form:

Paul A. Dobson
Paul A. Dobson
Wood County Prosecuting Attorney

Date: 7/29/17

CERTIFICATION OF AVAILABILITY OF FUNDS

I, Michael Sibbersen, Auditor of Wood County, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in the treasury of 053-0253-5401.00 or in the process of collection to the credit of the appropriate fund, free from prior encumbrance. The total amount shall not exceed \$6,750.00

Michael Sibbersen
Michael Sibbersen, Wood County Auditor

7-21-17
Date

Martini Creative

PRINT*WEB COMMUNICATIONS

To: Wood County ADAMHS Board
745 Haskins Rd., Ste. H
Bowling Green, OH 43402
Tel. (419) 352-8475

Inv#: MC070317
Date: July 7, 2017
Terms: Net 20 Thank you!

Fee for the following:

- Deposit on website design and development project.

Total Amount Due: **\$2,250.00**