



# Pixel Jocks

A DIGITAL MARKETING AGENCY

## Town of Whitestown Web Site Redesign

Agreement #00319  
(Version 2)

May 25th, 2021  
(Updated 6/2/2021)

Pixel Jocks LLC.  
317-513-0920

brett@pixeljocks.com  
www.pixeljocks.com

### Confidentiality Statement:

This document, including any attached files, is confidential and intended solely for the use of Town of Whitestown and their representatives. Pixel Jocks, LLC prohibits the right to publish, copy, distribute or disclose any information contained in this document or its' attachments.

## Project Summary:

The project is to update the Town of Whitestown's web site. The primary goal will be a design that is user-friendly and easy to navigate given all the content across the various departments and commissions.

The following functionality will be included beyond the individual pages of content for the commissions / departments. The provided site structure is at the end of this agreement.

- Events Calendar with filtering
- News
- Staff Directory with photo galleries
- Video Galleries
- Photo Galleries
- Translation Services
- Social Media integration
- Document Management
- Form Creation
  - Contact (filter by department)
  - Rental Registration (Building) \*fee
  - Farmers Market Agreement (Parks) \*fee
  - Viking Fest Artisan Application (Parks) \*fee
  - Community Partner Opportunities (Parks) \*fee
  - Shelter rental (Parks) \*fee
  - Request to speak (Town Council)
  - Employment application (Admin)
  - Adopt-a-Road application
  - Work in Right of Way Permit (Public Works)
  - Temporary Road Closure Permit (Public Works)
- Site Wide Search
- Advanced User Permissions

Content Entry will be the responsibility of the Town of Whitestown. Pixel Jocks will enter 6-8 items for each content section for development and testing purposes. Once the process and functionality are complete for that content section, Pixel Jocks will educate Town of Whitestown staff how to enter remaining content items.

All costs associated with translation services are the responsibility of the Town of Whitestown. Depending on the desired functionality, some plugins have a recurring fee.

Pixel Jocks will use their 7-Step process to complete this redesign with accuracy, efficiency and completeness.

1. Research and Discovery
2. Content
3. Planning
4. Design
5. Development
6. Education and Training
7. Launch

The project manage tool Basecamp will be used for communication, to-dos, project documents and more. Dropbox will be used sharing files such as graphics, logos and PDFs.

The web site will utilize premium plugins and 3<sup>rd</sup> party services that require yearly subscription fees. If Pixel Jocks hosts the web site, all plugin and 3<sup>rd</sup> party service fees are included in the hosting payment unless outlined differently above. If another provider hosts the web site, the Town of Whitestown will be responsible for all plugin and 3<sup>rd</sup> party fees.

Please contact Brett Atkin at 317-513-0920 with any questions about this project summary.

## Agreement Amount – Web Site: \$17,250

The initial payment is due on agreement acceptance and can be paid by check or credit card.

- \$5,000.00 on agreement acceptance
- \$5,000.00 on Design acceptance
- \$7,250.00 at site launch + 1 year of Premium web hosting for \$2,730 (see below)

## Additional Services

One (1) year of Premium web hosting (<https://www.pixeljocks.com/services/web-hosting>) from date of site launch.

\$350 per month x 12 months = \$4,200

\$4,200 - \$1,470 (35% discount) = \$2,730 due at site launch

## Project Timeline:

- Estimated Start Date: TBD
- Launch Timeline: Four months from date of initial payment / signed acceptance
  - a. To meet this timeframe, prompt responses (next business day) to all communication will be necessary. Any delay in deliverables from Town of Whitestown will adversely delay the launch timeline

## Next Steps:

To proceed with this project, Town of Whitestown is required take the following steps:

1. Accept the proposal as is or discuss desired changes
2. Finalize, sign and return agreement to Pixel Jocks, LLC.
3. Make initial payment of \$5,000.00

**Agreement Acceptance:**

By signing below, each party is agreeing to all items contained in this agreement (#00319 V2). This proposal is valid for ten days from date of submission. After ten days, Pixel Jocks, LLC reserves the right to modify the terms of the agreement.

**Pixel Jocks, LLC**

Attn. Brett Atkin  
1475 W. Oak Street #705  
Zionsville, IN 46077  
317-513-0920

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Whitestown**

Attn. Kim Heffner  
Whitestown Municipal Complex  
6210 Veterans Drive, Whitestown, IN 46075  
(317) 769-6557

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

## Agreement Terms:

### Payment

Town of Whitestown has 60 days to pay outstanding balance on delivery of all **Agreement Items**. If payment is not received in 60 days, a 10% late fee will be assessed to the outstanding balance. As noted in the **Ownership** terms listed below, Town of Whitestown does not retain ownership of completed Agreement Items until payment in full is made.

### Page Creation:

Individual page creation IS NOT included in the Agreement Price unless otherwise outlined in the Agreement Items section. All additional pages (based on the Agreement Items outlined above) added will be billed at a rate of \$85.00 per hour billed to the minute with a minimum of 30 minutes.

### Support and Troubleshooting:

All support and troubleshooting necessary after delivery and acceptance of the **Agreement Items** will be billed at a rate of \$85.00 per hour billed to the minute with a minimum of 15 minutes.

### Agreement Modifications:

All modifications will void this agreement and require a new agreement.

### Site and Email Content:

Town of Whitestown is responsible for all content creation unless otherwise outlined in the **Agreement Items** section.

### On-going Site Maintenance:

Unless otherwise outlined in the **Agreement Items** section, on-going site maintenance is not included, and all future updates/changes will bill at a rate of \$85.00 per hour billed to the minute with a minimum of 15 minutes.

### Copyrights and Trademarks:

Town of Whitestown unconditionally guarantees that all elements of texts, graphics, photos, designs, and trademarks or any other artwork and content submitted for inclusion are owned by or has permission from the rightful owner for use and will hold harmless, protect and defend Pixel Jocks from any claim or suit arising from the use of all elements provided by Town of Whitestown

Pixel Jocks unconditionally guarantees that all elements of texts, graphics, photos, designs, trademarks or any other artwork and content they provide for the inclusion in any of Town of Whitestown web sites are owned by or has permission from the rightful owner for use and will hold harmless, protect and defend Town of Whitestown from any claim or suit arising from the use of all elements provided by Pixel Jocks.

### E-commerce:

Town of Whitestown is responsible for complying with the laws, taxes and tariffs related to e-commerce and will hold harmless, protect and defend Pixel Jocks from any claim, suit, penalty, tax or tariff arising from the use of all e-commerce elements.

**Search Engine Placement:**

Unless otherwise specified in the Agreement Items, Pixel Jocks does not guarantee search engine listings and/or specific search engine rankings in any search engine.

**Non-disclosure:**

~~Town of Whitestown agrees that it will not at any time during or after the term of this agreement disclose any information regarding this agreement or subsequent work completed without prior consent from Pixel Jocks.~~

~~Pixel Jocks agrees that it will not at any time during or after the term of this agreement disclose any information regarding this agreement or subsequent work completed without prior consent from Town of Whitestown~~

**Indemnification:**

Town of Whitestown agrees that it will defend, indemnify and hold harmless Pixel Jocks from all demands, liabilities, losses, costs or claims (including attorney's fees) that arise from any service provided or to be provided or any product sold by Town of Whitestown

**Terms of Use:**

Under no circumstances shall Pixel Jocks, nor its' affiliates, agents, and suppliers, be liable for any damages, including without limitation, direct, indirect, incidental, special, punitive, consequential, or other damages (including without limitation lost profits, lost revenues, or similar economic loss), whether in contract, tort, or otherwise, arising out of the use or inability to use the items and functionality outlined in this agreement nor for any claim by a third party.

**Ownership:**

Copyright to the Agreement Items created by Pixel Jocks shall be vested with Town of Whitestown upon final payment of this Agreement. This ownership includes design, photos, graphics, source code and text.

**Cancellation:**

Cancellation of this Agreement at the request of Town of Whitestown must be made in writing. In the event that work is postponed or canceled at the request of Town of Whitestown, Pixel Jocks shall have the right to retain all amounts paid to date. If this amount is not sufficient to cover Pixel Jocks for time and expenses already incurred, a final bill will be sent covering those expenses within ten (10) days of receipt of your written request to stop work.

Cancellation of this Agreement by Pixel Jocks must be made in writing to Town of Whitestown. If work is canceled at the request of Pixel Jocks; Town of Whitestown shall have the right to be reimbursed for all amounts paid to date. Any reimbursed amount will be paid within ten (10) days of notification of cancellation.

If Town of Whitestown would like to obtain ownership of all work completed to date, Pixel Jocks will retain all amounts paid to date and transfer in writing ownership to Town of Whitestown

**Modifications:**

Any changes to the items in the Agreement, requested by Town of Whitestown, must be made in writing. Pixel Jocks may require an Agreement Addendum or separate agreement depending on the nature and extent of the requested changes.



## Provide Site Structure:

- Home
- Government
  - Town Administration
  - Boards & Commissions
    - Bicycle and Pedestrian Advisory Board
    - Board of Metropolitan Police Commissioners
    - Board of Zoning Appeals
    - Economic Development Commission
    - Fire Board
    - Historic Preservation Commission
    - Human Relations Commission
    - Neighborhood Council
    - Plan Commission
    - Redevelopment Authority
    - Redevelopment Commission
    - Substance Abuse Prevention Commission
    - Veterans Committee
  - Building Department
    - Building Division
    - Rental Registration & Inspection Division
    - Building Permits
  - Clerk's Office
  - Employment
  - Finance
  - Fire Department
  - Municipal Code
  - Ordinances & Resolutions
  - Parks & Recreation Department
    - Park Facilities
    - Events
    - Sponsorship Opportunities
    - Parks Master Plan
  - Planning & Community Development
    - Documents
      - Zoning Law
      - Zoning Map
      - Comprehensive Plan (2015)
      - Bicycle and Pedestrian Master Plan (2018)
      - Parks Master Plan (2018)
      - Legacy Core Plan (2018 Draft)
      - Thoroughfare Plan (2020)
      - Whitestown Standard Specifications
      - Whitestown UDO (prior to 9/2020)
      - Whitestown UDO (9/2020-present)
    - Plan Commission

- Board of Zoning Appeals
- Police Department
- Public Relations Department
  - News
  - Videos
  - Stay Connected
- Public Works Department
  - Utilities
  - Documents & Forms
  - Street Department
  - Documents & Forms
  - Documents & Forms (sewer rate sheet, work in right of way permit, road closure permit, standard specifications)
- Town Council
- **Community**
  - Residents
    - Parks
    - Schools
    - New Resident Guide
    - Helpful Links
  - Visitors
  - What's Coming
  - Event Calendar
  - Stay Connected
- **Business**
  - New
  - Existing
  - What's Coming
  - Economic Development
  - Chamber of Commerce
- **How Do I...**
  - Report an issue
  - Apply for a permit
  - Get an inspection
  - Pay a utility bill
  - Stay connected
  - Contact town staff
  - Watch public meetings
- **Contact** (page with link to directory and contact form)