Statement of Work: Website Upgrade & Design Update

<table>
<thead>
<tr>
<th>Client Name</th>
<th>City of Rapid City - Historic Preservation Commission</th>
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<tr>
<td>Client’s Administrator</td>
<td>Sarah Hanzel</td>
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<tr>
<td>Project Name</td>
<td>Picture Rapid City’s Past Website Upgrade &amp; Design Update</td>
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<tr>
<td>Engagement Duration</td>
<td>~3 Months</td>
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<tr>
<td>Begin date</td>
<td>January 2017</td>
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<td>End date</td>
<td>March 2017</td>
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Project Overview & Objectives
This statement of work document covers a scope of services defined by tdg (the agency) in a proposal provided to the Rapid City Historic Preservation Commission (the client) on October 18, 2017. That proposal outlined a plan of work to upgrade the software currently running the Picture Rapid City’s Past website (picturercpast.com) from Joomla 2.5 to Joomla 3.8, to update the design and organization of the site, and to provide training so the commission can make content updates. The client agrees to engage the agency for the course of work detailed in that proposal under the following terms.

Deliverables
As defined in the proposal, the deliverables for this scope of work is a software upgrade and design update of an existing website, which includes the following items.

- **Discovery.** Client and agency will meet for a project kick-off call to review project goals, review design notes, and confirm timeline
- **Software Upgrade.** The existing site will be upgraded from Joomla 2.5 to 3.8, the latest iteration of the software. This open-source software allows the client (or a designee) to change content and site functions at will. Client will be provided with appropriate credentials for this access.
- **Custom Design & Layout.** Client will be provided with a design proof based on notes generated during the kick-off meeting. Client will have the opportunity to revise the design two times under this scope of work. Additional rounds of proofing and/or requests to alter the design after approval may be considered outside the scope of this agreement.
- **Responsive Design.** The design update will include a responsive design template, which allows the site to scale dynamically from desktop displays to tablets and mobile devices.
- **Content Consulting & Training.** Agency will ensure that existing content is migrated to the upgraded website. Client will assume responsibility for generating any new content. Agency will provide up to two hours of training to client (by phone or video conference) to ensure client is able to post and organize new content.
- **Launch & Hosting.** Site will be debugged and tested prior to launch. Site will be hosted on a web server managed by agency. Hosting costs for 12 months following launch are included in this scope of work.
Security & Best Practices. Site will include best practices for security and build, including basic DNS protection from CloudFlare and a simple SSL certificate.

Support. Each website will be warranted for 60 days following launch. Technical assistance or additional training not outlined here will fall outside the scope of this agreement.

Work outside the scope of this document may be undertaken by mutual agreement of the agency and the client. This out-of-scope work may be detailed in an addendum to this statement of work, or it may be outlined in a separate agreement.

Ongoing Costs
After the websites are launched, client can expect the following ongoing costs outside the scope of this agreement.

- **Hosting & Maintenance.** Twelve months after the sites launch, hosting and maintenance will be billed on an annual basis. Costs vary depending on resources (disk space and bandwidth) required by the sites, but agency anticipates a cost of $660 per year. Hosting is handled on a custom web server managed by Rackspace, and includes robust firewall security and uptime guarantees. Regular software updates and patches are included in this fee, though major version software upgrades are not.

- **Domain Names.** The annual registration fee of the domain names is not included in the scope of this agreement.

- **Training & Other Services.** Additional training and other marketing services can be provided by agency at a rate of $100/hour outside the scope of this agreement.

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Payment Terms
The total cost of this statement of work is $3,750.

Client will be invoiced for this project upon site launch for the full $3,750.

Agency agrees to standard City of Rapid City payment terms.

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Key Assumptions

**Rights**
The client gains exclusive rights to all finished work created by the agency under the terms of this agreement. The agency retains ownership of layered working design files, fonts, preliminary art, stock photographs, and other design tools.

**Confidentiality**
The client and the agency respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other’s products, business, customers, clients, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to
anything in the public domain or that was in the possession of either party prior to disclosure. Both parties will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither the agency nor the client will be responsible for any loss or damage.

**Idemnities**
The agency agrees to indemnify and hold the client harmless with respect to any claims or actions by third parties against the client based upon material prepared by the agency, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright, except where any such claim or action arises out of material supplied by the client to the agency.

Likewise, the client agrees to indemnify and hold the agency harmless with respect to any claims or actions by third parties against the agency based upon materials furnished by the client or where material created by the agency is substantially changed by the client. Information or data obtained by the agency from the client to substantiate claims made in advertising and/or communications materials shall be deemed to be “materials furnished by the client.”

**Change management process**
Client and agency may mutually agree to alter the terms of the agreement at any time. This may include changing completion dates, pricing or payment terms. These changes will be documented in a revised statement of work or addendum to this existing statement of work, and signed by both parties.

**Project Abandonment**
Either party may abandon this statement of work at any time by giving the other party written notice (by standard mail/or email) at least seven days before abandonment. Upon abandonment, the agency will surrender all completed work, including finished art files, as well as any applicable administrative access to digital resources, to the client. As noted above in Rights, the agency will retain ownership of some individual art elements, such as original layered art files. The agency will also create and deliver to the client a final invoice based on work completed up to the abandonment date, pro-rated according to the line-item budget outlined above in Deliverables. This final invoice will be issued on NET 20 terms.

**Out of scope**
Additional requests or services not covered by this agreement are considered out-of-scope and are subject to additional charges depending on the services requested. Regular agency billing rates will apply.

**Exclusivity**
This agreement does not imply exclusivity. The client may engage with other agencies for other work outside this agreement at their discretion. Likewise, the agency may engage with other clients - including clients in the same or similar industries and/or service areas - at its discretion.
Acceptance and Authorization

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

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<thead>
<tr>
<th>Full name</th>
<th>Dustin Floyd</th>
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<tbody>
<tr>
<td>President, tdg</td>
<td>marketing &amp; public relations</td>
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<td>Signature</td>
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