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Oklahoma City, OK 73172
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Client: Muskogee County Sheriff's Office

ESTIMATE AND PAYMENT ARRANGEMENTS

1. Lighthouse Web Designs, LLC ("Design Firm") will plan, design, and code a website for the individual or corporation named above ("Client") to the specifications in the attached SITE SPECIFICATION.
2. Design Firm estimates that the cost of producing the website described in the attached SITE SPECIFICATION will be **\$4,950.00**
3. Payment shall be made as follows:

~~A deposit of one-half (1/2) of the estimated total, \$xxxxxx00, is due upon signing this Agreement. This payment must be received before any work begins on the Client's website.~~

A final payment (adjusted for changes in the estimate if necessary) is due when the website is complete. The Client will receive the invoice when the website goes live.

4. If the production process takes longer than 60 days, billing will switch to semi-monthly and based on hours expended while still honoring this estimate, with invoices sent mid-month at month's end.

DESCRIPTION OF PROJECT AND PROCESS

5. The estimate includes only that which is described in the SITE SPECIFICATION. Additional work is defined as the addition of pages, graphics, or other significant features, any graphic, page design, or actual page requiring more than two rounds of revisions, revisions to text content provided ready for publication, changes to elements that have been finalized, or significant changes in plan, scope, or direction of the project. In this case, the Client will be provided with a written **CHANGE ORDER**, including an estimate for the additional work.
6. The Client will provide text content as final drafts ready for publication and in digital format (Word or typed email). The Client will provide graphic content in an orderly manner and clearly labeled as desired use on site.

E-MAILED
5/5/25 10:01a
Andy Kunkin

7. To maintain our portfolio credentials and the integrity of any applicable copyrights, Design Firm shall be entitled to place an unobtrusive credit with a hypertext link ("Website Design by . . .") in the footer on each page of the website. Design Firm will reproduce samples of Client's website in our portfolio and in any marketing materials unless informed otherwise by Client in writing.
8. Design Firm may use qualified subcontractors under its supervision for any or all work on this project.

WEBSITE CONTENT

9. Design Firm will maintain the confidentiality of the Client's source materials, technical and marketing plans, and all other sensitive information.
10. Client is solely responsible for the editorial content of the material included on the website. Accordingly, the Client agrees to defend and indemnify, or hold harmless, Design Firm from any suit, demand, or claim resulting from the website's editorial content.
11. Client represents to Design Firm and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Design Firm for inclusion in Client's website are owned by Client or that Client has permission from the rightful owner to use each of these elements. It is understood and agreed that to the extent allowed by law, including the Oklahoma Governmental Tort Claims Act, that the Local government and vendor shall each bear responsibility for their own acts or omissions.
12. Design Firm will not be liable to the Client or to any third party for any damages arising from the use of the website, which includes, but is not limited to, defamation claims based on any or all content provided by or controlled by or should be controlled by the Client, and medical claims based on animated or flashing features that may be used on the website.

COPYRIGHTS AND WEB HOSTING


13. During production and after full payment of all invoices dues, copyright to themes, and website structure produced by Design Firm for Client shall belong to Design Firm. Secondary materials Created by Design Firm during production, including drafts, plans, graphic source files, and templates, remain the sole property of Design Firm unless other arrangements set out in writing are made. The Client owns the website once the balance of the website is received. The Client cannot use terms like "Designed by" or "Developed by" anyone other than Design Firm on or off the website. If the Client makes or hires a developer to make "structural" changes to the website Client must remove our name from the website.

14. Once the website is complete, to remain compliant with the copyright, the Client agrees not to alter the integrity of the Design Firm's work product which includes but is not limited to layout, design, and constitution. However, the Client may change editorial content information. Any additional or future content provided or controlled by the Client is subject to the above numbers 10, 11, and 12.
15. To create a website certain elements of web hosting are required. Web hosting includes a domain name and server but is not limited to.

☐ Yes ☒ No Client currently owns or pays for web hosting elements that he wishes to use for the website that will be designed by the Design Firm.

If **you have** web hosting elements: Design Firm offers current and up-to-date websites that must be supported by a certain level of equally current and up-to-date web hosting. If the website you want the Design Firm to create cannot be supported by the current web hosting you own, you may be required to replace or update your existing web hosting with web hosting recommended by the Design Firm.

If **you do not have** web hosting elements: To ensure that the proper web hosting is selected to support the website that the Client wants the Design Firm to create, the Design Firm shall assist in selecting web hosting.

 Website Hosting is \$850.00 per year and is due when the website goes live. Hosting services include hosting of the website files, regular back-ups of website structure and data, and SSL certificate. (First invoice expected July 1, 2025)

16. Design Firm makes no guarantees as to minimum "uptime," nor shall Design Firm be held responsible for any direct, indirect, special, or consequential damages resulting from possible lapses or lags in web hosting services. Such possible damages include but are not limited to, any lost profits, business interruption, or loss of digital data.
17. All web hosting accounts, including but not limited to domain name and server accounts, are the financial responsibility of the Client. It is also the responsibility of the Client to renew these accounts when necessary.
18. Design Firm does not claim ownership of any of the web hosting or web hosting accounts related to the website that it will create for the Client.

CANCELLATIONS AND CONFLICTS

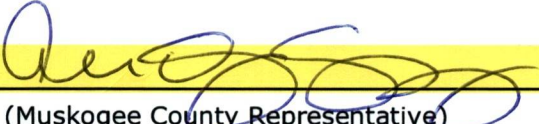
19. In the event of the cancellation of this assignment by either party, or any delay of more than 90 days, Design Firm will invoice Client for the greater of either: (1) all work completed up to the date of notification, based upon the percentage of the project finished, including expenses; or (2) 20% of the agreed-upon estimate plus expenses, and this contract shall be considered fulfilled by Design Firm. All incomplete work will remain

the property of the Design Firm. All payments already made will first be applied to these charges.

20. Design Firm and Client agree that mediation will first be used to resolve any dispute arising out of this Agreement. Both parties agree that any necessary mediation or litigation will take place in Oklahoma City, Oklahoma, and Oklahoma law will govern.

ADDITIONAL AGREEMENTS

21. To be valid, this Agreement must be signed within 30 days of **April 28, 2025**, and be accompanied by a deposit check of the amount specified above.
22. To be valid, this Agreement must have an attached SITE SPECIFICATION document, initialed and dated by Design Firm and Client.
22. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
23. You are, by signing below, agreeing that you have read this three (4) page contract, understand it fully, and agree to all of its terms, including the incorporation of the SITE SPECIFICATION Page and any present or future CHANGE ORDERS as part of this contract.


(Muskogee County Representative) (date) 5/5/25

(Lighthouse Web Design & Marketing Representative) (date) _____



5th day of May 20 25
Chairman _____
Member Ruth K. [Signature]
Member [Signature]
Attest [Signature] County Clerk

Site Specification

The following describes the planned website for the purposes of the estimate included in the attached contract. Specifications in subsequent CHANGE ORDERS shall supersede these.

- A. The website will be built using up-to-date programming using HTML5, CSS3, and custom jQuery technology.
- B. Overall Page Elements
 - a. The website will have a responsive design to perform well on multiple devices.
 - b. Social Media Integration will be placed throughout the website, including links to social media networks and share buttons on Most Wanted, News, and in-custody inmate pages.
- C. List of Planned Pages – The following list of pages may change in order as well as name as we are constructing the website
 - a. Home
 - b. Jail
 - i. Inmate Services – Visitation and Commissary Information with provider links.
 - ii. Mail Guidelines
 - iii. Inmate Search – This displays in-custody inmates that are synced via ODIS every hour. Each listing includes commissary and web deposit links based on your provider and a link to Vine notifications. We will provide a laptop that will need to remain on the premises with LAN access.
 - c. Resources
 - i. Most Wanted – The Client can add and manage the most wanted listings
 - ii. Sex & Violent Offenders – Listings are synced via ODIS every 24 hours.

d. Local Links & Resources

e. Services

i. Sheriff Sales – The Client can add, edit, and remove Sheriff Sales from the website.

ii. Fingerprints & Permits

iii. Records – Includes information on how to request Public Records, the cost, and time.

f. Offenders

i. Sex Offender List

ii. Violent Offenders List

g. Subscriptions - Allows the public to subscribe to different portions of the website (new sex offenders, inmates booked in the last 24 hours, press releases, alerts, and most wanted).

h. About Us

i. Sheriff's Page – Includes picture and bio

ii. Administration – Includes pictures and bios

i. Memorials – The Client can add and manage memorials for fallen officers. Includes picture, name, EOW date, and an open-ended area to pay tribute to the officer. This page is inactive until needed.

j. Contact Us – Phone Numbers, Email Addresses, addresses for your facility, and a Google Map Embed to get directions.

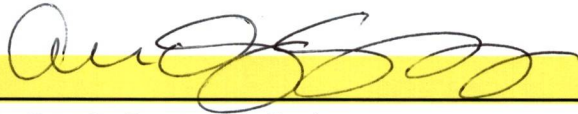
k. News & Community Section – The Client may add press releases, community news, and office news to the website. Additional categories may be added as needed.

l. Admin Portal – Secure area for the Client to update areas of the website.

m. Privacy Policy/Terms of Use

- D. The Client will provide content for all pages. If the Client requires copywriting assistance Design Firm will provide a quote, or the Design Firm may offer suggestions for the website content. All content will need final approval before the website goes live on the Client's server.
- E. Search Engine Positioning Measures
- a. The Design Firm will code the site to be search engine optimized and submit the site and site map to the major search engines.
 - b. Since the Design Firm does not control the search engines, they make no guarantee to your website's search engine rankings.
- F. ADA Compliance (Web Accessibility) – We make every effort to design and code the website to meet ADA guidelines, including color contrast, color choices, alt information on images, captions on videos, online forms, and keyboard functionality. The Design Firm will guide the Client on steps they can take to make editable content meet the criteria for ADA compliance.
- G. Other Requirements
- a. While the website is under development, the Design Firm will offer previews on our server. Once the Design Firm receives final approval and payment, we will load the website on Design Firm's hosting server.
 - b. Analytics will be installed on the website allowing the Client to monitor where the traffic is coming from and what pages are being viewed. If the Client has an existing Google account that they would like to use, we will need the username and password; otherwise, we can set up an account.
 - c. ODIS Sync requires permission from the Sheriff to OSBI. A form that is returned to OSBI will be sent once the signed contract is received.

- d. Social Media will be integrated throughout the website. The Client will need to provide the Design Firm with links (URLs) to established social media networks. We will also offer links allowing information is likely to be shared on social media networks. If social networks are not set up, although not included in this contract, the Design Firm can assist.



(Muskogee County Representative)

(date)

5/5/25

(date)

(Lighthouse Web Design & Marketing Representative)



5th day of May 2025
Chairman _____
Member _____
Member _____
Attest _____ County Clerk