

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE City OF BROKEN ARROW, OKLAHOMA
AND INHOUSE ADVERTISING**

This Professional Services Agreement ("Agreement") is made and entered into this ____ day of September, 2025, by and between the City of Broken Arrow, Oklahoma, a municipal corporation ("City"), and InHouse Advertising, LLC, an Oklahoma limited liability company and independent contractor ("Contractor").

RECITALS

WHEREAS, the City desires to obtain professional marketing and advertising services to support Visit Broken Arrow promotional activities; and

WHEREAS, Contractor has represented that it possesses the requisite expertise and capability to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. TERM

This Agreement shall commence on September 1, 2025, and terminate on June 30, 2026, unless earlier terminated as provided herein.

2. SUMMARY OF SERVICES

Contractor shall perform the services described in Exhibit A (Scope of Work) attached hereto and incorporated by reference. Services shall include, but not be limited to:

- TV Campaign
 - KOTV/CW, KJRH, KHBS-NWA
 - Interview Segments: KTUL, KJRH, KOKH-OKC, KNEW-NWA
- Social Media Management – Visit BA/Rose District
 - Monthly Content Creation/Posting
- Quarterly Visitors Guide
- Bullseye Marketing
 - Digital, Animation, Print, Promotional Products
- Digital Advertising
 - Connected TV (Netflix, Hulu, YouTube, etc.), Search engine optimization, Social, Targeted Display, Google Paid Search
- Email Marketing
 - Drip Email Sequence/Email Marketing

- Website
 - Search engine optimization, Maintenance
- Conferences/Events
 - Geographic/Demographic Targeted Advertisements
- Focused Geographic Campaigns
 - Based on market research project data
- Creative Design
- Video Production
- Custom Product Ordering

The City may, at its sole discretion, modify the Scope of Work by written directive to Contractor.

3. COMPENSATION

The City agrees to pay Contractor a not-to-exceed amount of **\$135,700.00** for all services rendered under this Agreement. Payments shall be made only upon submission of detailed monthly invoices and approval of deliverables by the City. No advance payments shall be made. Contractor shall maintain detailed records of work performed, which shall be available for inspection by the City at any time.

4. OWNERSHIP OF WORK PRODUCT

All documents, data, materials, artwork, reports, and intellectual property developed by Contractor for the City under this Agreement ("Work Product") shall be deemed "works made for hire" and shall be the sole property of the City. Contractor irrevocably assigns to the City all rights, title, and interest in and to all Work Product. Contractor shall obtain all necessary rights from subcontractors or employees to ensure the City's ownership of Work Product.

5. TRADEMARKS AND BRANDING

Contractor may propose trademarks, logos, slogans, designs, taglines, branding materials, and product and names. The City shall retain full ownership of any trademarks or intellectual property created under this Agreement. The City shall own all intellectual property rights in and to "Bullseye" and its character and all related items. The parties understand that the City may take steps to Trademark the character in order to protect its use. Contractor shall not use any City names, logos, or materials in its own marketing without prior written approval by the City.

6. CONFIDENTIALITY

The parties acknowledge and agree that the City is subject to the Oklahoma Open Records Act, 51 O.S. §§ 24A.1 et seq., and nothing in this Agreement shall be construed to prevent or restrict the City from disclosing records or information that are required to be disclosed under the Act. If any request is made for public access to materials marked as confidential by Contractor, the City will,

to the extent permitted by law, provide Contractor reasonable notice and an opportunity to assert any applicable exemptions or protections under the law.

7. TERMINATION

This Agreement may be terminated:

- a) Without cause by either party upon sixty (60) days' written notice;
- b) Immediately upon written notice for cause, including material breach of this Agreement by the other party;
- c) By the City, at any time and for any reason, upon written notice, with payment due only for satisfactorily performed work to the date of termination.

Upon termination of this Agreement, City shall pay Contractor for all services rendered and work performed up to the effective date of termination. Accordingly, Contractor will send to City a final bill for the last month of service prorated by the number of days of service for the respective month prior to termination. City shall pay the invoice within ten (10) days of receipt.

Within ten (10) days after the termination or expiration of this Agreement, each party shall return to the other all Confidential Information of the other party (and any copies thereof) in the party's possession.

8. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Nothing in this Agreement shall create a partnership, joint venture, or employer-employee relationship. Contractor shall be solely responsible for its personnel, taxes, and benefits.

9. INDEMNIFICATION

Contractor shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from any claims, damages, losses, or expenses, including attorneys' fees, arising out of:

- a) Contractor's negligence or willful misconduct;
- b) Breach of this Agreement;
- c) Infringement of any copyright, trademark, or intellectual property rights.

10. INSURANCE

Contractor shall not be required to maintain general or professional liability insurance for the entire duration of this Agreement unless otherwise specified by the City. However, the City reserves the right, in its sole discretion, to require Contractor to obtain and maintain insurance coverage appropriate to the nature of specific services being performed under this Agreement, including but not limited to work performed on City property, public events, or other circumstances determined by the City to present elevated risk.

If required, the City will provide written notice specifying the type and minimum limits of insurance coverage. Contractor shall furnish certificates of insurance evidencing such coverage

prior to commencing the applicable work. The City shall be named as an additional insured on applicable policies.

11. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not assign, delegate, or subcontract any portion of this Agreement without the City's prior written consent. Any unauthorized assignment shall be null and void.

12. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including non-discrimination, immigration, and labor laws.

13. AUDIT AND RECORDS

Contractor shall retain all financial and performance records related to this Agreement for a period of five (5) years and shall make such records available for audit or inspection by the City upon request.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties. No amendment shall be valid unless made in writing and signed by both parties.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County District Court.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF BROKEN ARROW:

INHOUSE ADVERTISING, LLC:

By: _____
Michael Spurgeon, City Manager

By: _____
Name, Title

Date: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

Assistant City Attorney

ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of Tulsa)

Subscribed and sworn to and acknowledged before me on this ____ day of _____, 2025, by _____, who acknowledged that **he/she** is the _____ **(title/office)** of InHouse Advertising, LLC, an Oklahoma limited liability company, and that **he/she** executed the foregoing instrument on behalf of the corporation for the purposes therein stated.

Notary Public

My Commission Expires: _____

Commission Number: _____

EXHIBIT A
SCOPE OF WORK

Ongoing Organic Social Media Management for Visit Broken Arrow

Dates: 09/03/2025 - 06/30/2026

- Create 8-12 posts per month for Instagram and Facebook. At least two of the 8-12 posts per month will be video reels.
- Create 1-2 story sequences (2-3 stories each) per week. Stories share everyday moments while promoting and humanizing the brand, and driving engagement. Due to this, stories will likely be reshares of content from Broken Arrow businesses and events featured in the seasonal guides.
- Posts will utilize multiple media formats, including videos, reels, static images, graphic posts, carousels, and various combinations of images and graphic posts.
- Posts and stories will utilize a mix of up-to-date features, such as music, polls, quizzes, countdowns, location tagging, and account tagging, as appropriate.
- Plan and gather content to outline a posting calendar and schedule for approval each month.
- Design social media assets.
- Write captions for each post to support Visit Broken Arrow's brand and content themes.
- Monitor and research keywords and hashtags.
- Manage online community and reputation by engaging with followers, industry partners, businesses, local influencers, and competitors through liking and commenting on their related posts.
- Collaborate with VBA stakeholders to establish automated replies for direct messages.
- Track and analyze overall engagement and engagement per post to help drive future content.
- Meet monthly to review insights and upcoming content or opportunities.
- Monthly report

Ongoing Organic Social Media Management for Rose District

Dates: September 2025 or month one of engagement

- Delivery of one social media audit & strategy document outlining:
 - Content strategy Target audience and goals
 - Content pillars and themes
 - Profile page/biography optimization and recommendations
 - Benchmark of current accounts
 - Branding ideas such as suggested look, color, and fonts
 - Content and posting plan for the first two weeks of ongoing services
 - Optimize the profile page and bio
- Set up and integration, ensuring accounts are correctly connected and updated with current features

Month 2 and Ongoing: Light Social Media Management for The Rose District

Dates: 10/01/2025 - 06/30/2026

- Create four posts per month for Instagram and Facebook.
- Posts will not be customized per platform.
- Posts will be repurposed from Visit Broken Arrow's content and strategy, and will be customized with The Rose District branding and only include content, businesses, and events specific to The Rose District.
- One hour a month will be spent resharing relevant content from The Rose District businesses and events on the Facebook page and in stories to create valuable content and foster engagement, as well as a sense of community.
- Posts will utilize multiple media formats, including reels, static images or graphic posts, and carousels featuring multiple images or graphic posts.
- Plan and gather content to outline a posting calendar and schedule for approval each month.
- Design social media assets.
- Utilize audio and visual trends, and any new features as appropriate.
- Write captions for each post.
- Track and analyze overall engagement and engagement per post to help drive future content.