

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF BROKEN ARROW, OKLAHOMA
AND SPARKLOFT MEDIA**

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2026, by and between the City of Broken Arrow, Oklahoma, a municipal corporation ("City"), and Sparkloft Media, a limited liability company formed in the State of Oregon and at times while operating under this Agreement is and shall be considered an independent Consultant ("Consultant").

RECITALS

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

WHEREAS, Consultant 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 the date of execution of this Agreement, and terminate on June 30, 2027, unless earlier terminated as provided herein.

2. SUMMARY OF SERVICES

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

- Day-to-day client communication
- Project planning and prioritization
- Timeline and workflow management
- Budget oversight and resource coordination
- Coordination across strategy, creative, media, and reporting workstreams
- Collaboration with Visit Broken Arrow staff and external partners

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

3. COMPENSATION

The City agrees to pay Consultant a fee of **\$170,000.00** for all services rendered under this Agreement as specifically described in Exhibits "A" and "B" with additional services available at the rate of **\$175.00/hour** as set forth in Exhibit "A." Payments shall be made only upon submission of detailed monthly invoices and approval of deliverables by the City. No advance payments shall be made. Consultant 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 Consultant for the City under this Agreement ("Work Product") shall be deemed "works made for hire" and shall be the sole property of the City. Consultant irrevocably assigns to the City all rights, title, and interest in and to all Work Product. Consultant shall obtain all necessary rights from sub-Consultants or employees as necessary to ensure the City's ownership of Work Product.

5. TRADEMARKS AND BRANDING

Consultant 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. Consultant 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 Consultant, the City will, to the extent permitted by law, provide Consultant 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 Consultant for all services rendered and work performed up to the effective date of termination. Accordingly, Consultant 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

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

9. INDEMNIFICATION

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

10. INSURANCE

Consultant 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 Consultant 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. Consultant 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

Consultant 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

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

13. AUDIT AND RECORDS

Consultant 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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF BROKEN ARROW:

SPARKLOFT MEDIA:

By: _____
Debra Wimpee, Mayor

By: _____
Name, Title

Date: _____

Date: _____

Attest:

City Clerk

Approved as to Form:

Deputy City Attorney

ACKNOWLEDGMENT

State of Oklahoma)
) ss.
County of Tulsa)

Subscribed and sworn to and acknowledged before me on this ____ day of _____, 2026, by _____, who acknowledged that he/she is the _____ (title) of Sparkloft Media, a limited liability corporation formed under the laws of the State of Oregon 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: _____

Statement Of Work

Project Name: BKA - Services FY26/27

Project Start Date: July 15th, 2026

Project End Date: June 30th, 2027

Contract #: CBKA-260701

SOW #: BKA-260701

1. OVERVIEW: This Statement of Work ("SOW") is made pursuant to the Consulting and Services Agreement ("CSA") between Sparkloft Media ("Consultant") and the client identified below ("Client"). This Statement of Work is part of and incorporated into the CSA and incorporates all of the terms and conditions of the CSA except where otherwise set forth in this Statement of Work.

Sparkloft Media will provide comprehensive marketing support for Visit Broken Arrow, encompassing account leadership, destination strategy, creative production, and social media management. This engagement spans end-to-end campaign planning, content execution, and performance analytics to drive tourism awareness and support emerging strategic initiatives throughout the fiscal year.. This agreement shall govern work provided by Consultant for Client between the Effective Date and **June 30th, 2027**.

If this Statement of Work (SOW) is not signed by all parties within 60 days of its issuance, the proposal is deemed void, and it may be necessary to reevaluate and potentially modify the scope of work in accordance with the mutual agreement of the involved parties. Client-caused delays to the SOW timeline may necessitate a reevaluation and potential adjustment of the project scope and/or budget.

2. SERVICES AND DELIVERABLES: Consultant shall perform the following services:

Account Leadership & Project Management

Sparkloft will provide ongoing account leadership and project management to ensure the successful planning, coordination, and execution of marketing initiatives throughout the contract term.

Services may include:

- Day-to-day client communication
- Project planning and prioritization
- Timeline and workflow management
- Budget oversight and resource coordination
- Status meetings and meeting facilitation
- Coordination across strategy, creative, media, and reporting workstreams
- Collaboration with Visit Broken Arrow staff and external partners

Destination Marketing Strategy & Campaign Planning

Sparkloft will provide strategic marketing guidance to support Visit Broken Arrow's tourism objectives and evolving destination priorities.

- Annual and seasonal marketing planning
- Campaign strategy and development
- Audience segmentation and targeting recommendations
- Messaging and positioning
- Content and editorial planning
- Competitive and destination monitoring
- Tourism marketing consultation
- Strategic recommendations supporting emerging opportunities

In-Destination Strategic Support & Site Visits

Sparkloft will provide recurring in-market strategic support to strengthen collaboration with Visit Broken Arrow staff, tourism partners, and community stakeholders. Up to three (3) visits per year for up to two (2) people for two (2) days

Services may include:

- Destination immersion and site visits
- Strategic planning sessions
- Stakeholder and partner meetings
- Hotelier engagement
- Board and committee meeting participation
- Creative scouting and content planning
- On-site workshops and campaign planning
- Tourism partner relationship development

Creative Strategy & Campaign Concepting

Sparkloft will develop strategic creative concepts that support destination awareness, visitation, and tourism initiatives.

Services may include:

- Campaign ideation
- Creative concept development
- Messaging frameworks
- Creative briefs
- Campaign copywriting
- Promotional concepts
- Seasonal campaign planning
- Integrated marketing recommendations

Creative Production

Sparkloft will develop creative assets that support destination marketing initiatives across digital, social, and other marketing channels.

Services may include:

- Graphic design
- Motion graphics
- Video editing
- Copywriting
- Social media creative
- Paid advertising creative
- Digital marketing assets
- Marketing collateral
- Creative asset optimization and adaptation

Organic Social Media Strategy & Management

Sparkloft will support Visit Broken Arrow's organic social media presence through strategic planning, content development, publishing support, and ongoing optimization.

Services may include:

- Content strategy
- Editorial calendar development
- Content publishing
- Social copywriting
- Community engagement support
- Platform recommendations
- Social media optimization
- Performance-based recommendations

Content Creator Program & Content Capture

Sparkloft will support authentic destination storytelling through creator partnerships and content development.

Services may include:

- Creator identification and recruitment
- Creator outreach and coordination
- Campaign briefing and management
- Usage rights coordination
- On-location content capture
- Destination storytelling
- Content planning and production support

Owned Media, SEO & AEO

Sparkloft will support Visit Broken Arrow's owned digital channels through strategic content development and optimization.

Services may include:

- Email marketing strategy and support
- Website content recommendations
- Search Engine Optimization (SEO)
- Answer Engine Optimization (AEO)
- AI search discoverability recommendations

- Website content optimization
- Metadata and search optimization recommendations
- Digital content strategy

Reporting, Analytics & Performance Optimization

Sparkloft will provide ongoing reporting, analytics, and optimization to inform strategic decision-making and maximize marketing performance.

Services may include:

- Campaign performance reporting
- Paid media management and optimization
- Budget pacing and monitoring
- Audience insights
- Attribution reporting
- Dashboard development and maintenance
- Strategic recommendations
- Quarterly performance reviews
- Analytics interpretation and optimization

Strategic Initiatives Reserve

A portion of the annual retainer is reserved to support emerging priorities, special projects, or strategic opportunities identified throughout the engagement.

Services may include:

- Strategic consulting
- New campaign opportunities
- Creative exploration
- Stakeholder presentations
- Additional planning sessions
- Special projects
- Emerging tourism initiatives
- Other mutually agreed-upon marketing support

3. PROJECT TIMELINE:

- Ongoing account leadership, destination marketing support, and strategic project management throughout the twelve (12) month engagement.
- Strategic recommendations for campaign planning, content execution, and performance optimization will be provided through the end of each month.

4. PROJECT ASSUMPTIONS AND DEPENDENCIES:

- Early termination of this scope may result in additional charges for the value of work performed to date, as well as administrative offboarding
- Delays on the part of the Client may require a revision in the project timeline and scope and result in a change order.
- All existing product and brand assets will be provided by the Client to Sparkloft prior to social-specific content creation.

5. PROJECT EXCLUSIONS:

- Custom financial reporting and accounting are not included in this scope. Client can request these services, but they will incur an additional blended hourly rate of \$175.00.
- Specific deliverables and resource allocations may be adjusted or reallocated within the total annual budget upon mutual written agreement, provided the total project compensation and overarching scope objectives remain unchanged.

6. SERVICES INVESTMENT:

Service	Total Cost
Account Leadership & Project Management	\$14,000.00
Destination Marketing Strategy & Campaign Planning	\$13,000.00
In-Destination Strategic Support & Site Visits	\$7,000.00
Creative Strategy & Campaign Concepting	\$13,000.00
Creative Production	\$21,000.00
Organic Social Media Strategy & Management	\$13,000.00
Content Creator Program & Content Capture	\$9,000.00
,Owned Media, SEO & AEO	\$7,000.00
Reporting, Analytics & Performance Optimization	\$9,000.00
Strategic Initiatives Reserve	\$5,000.00
Total Services	\$111,000.00

7. Hard Costs:

Hard Cost Expenses	Total Cost
Travel Hard Costs	\$5,000.00
Total Expenses	\$5,000.00

**Expenses are estimated based on initial research. Should the expenses exceed the estimated budget, the Client is responsible for covering any remaining costs based on actual expenses within a 10% contingency threshold. If overages exceed 10% of the total hard cost budget, a formal change order will be required to approve and account for the additional expenses.*

8. COMPENSATION: In consideration of all services to be rendered by Consultant to Client, Client will pay to Consultant **\$116,000.00** for all work completed on behalf of Client from the Effective Date through the termination of this Agreement. Any changes to the scope of the Statement of Work may result in additional charges and fees at the discretion of Consultant. The offer (deliverables and cost) presented in this Statement of Work shall expire if not signed within thirty (30) days after being received by Client.

9. PAYMENT: Consultant will send Client an invoice in the amount of **\$58,000.00** upon execution of this agreement. The remaining balance will be billed in monthly invoices at the beginning of each month.

All invoices are due and payable upon receipt. If Client does not pay the full balance of an invoice

thirty (30) days from its issuance, Client shall be granted a ten (10) day grace period (the "Grace Period"). Once the Grace Period has elapsed, the principal balance of the invoice will accumulate interest at the rate of 1.5% monthly (18% annually) compounded continuously.

10. ASSOCIATED COSTS: Associated costs and fees are included the scope of work and all invoices to be paid by Client. Client shall be notified and approve of any/all associated costs and travel costs, exceeding 10% of the allocated expenses budget, prior to Consultant committing to these expenses for associated costs.

11. CHANGES: Should a Party wish to change the features, scope, or any other material term or requirement of the Statement of Work, that Party shall provide written notice to the other, in the form of a change order request (the "Change Order") referencing this Agreement and setting forth the specific changes to the Statement of Work requested. The Change Order shall amend the Statement of Work pursuant to its terms upon execution by both Parties. In addition:

- Client and Consultant acknowledge and agree that failure to act on and resolve a Change Order by a mutually agreed upon deadline may have consequences to the project, including potential increases to cost and schedule.
- Change Request resolution is the joint responsibility of Client and Consultant project leaders. These individuals are authorized to negotiate, approve and/or decline Change Orders, including all related cost estimates.
- Consultant will maintain copies of all approved Change Orders. Change orders will also be tracked and made available until such time as sixty (60) days after completion of the project.

Sparkloft Media
"Consultant"

By:

Name:

Title:

Date:

Visit Broken Arrow
"Client"

By:

Name:

Title:

Date:

SOW#: **BAK-260701**

Statement Of Work

Project Name: BKA - Media FY26/27

Project Start Date: July 15th, 2026

Project End Date: June 30th, 2027

Contract #: CBKA-260701

SOW #: BKA-260701

1. OVERVIEW: This Statement of Work ("SOW") is made pursuant to the Consulting and Services Agreement ("CSA") between Sparkloft Media ("Consultant") and the client identified below ("Client"). This Statement of Work is part of and incorporated into the CSA and incorporates all of the terms and conditions of the CSA except where otherwise set forth in this Statement of Work.

Sparkloft will provide strategic paid media planning, campaign execution, optimization, reporting, and performance recommendations to support Visit Broken Arrow's tourism marketing objectives throughout the contract term. This agreement shall govern work provided by Consultant for Client between the Effective Date and **June 30th, 2027**.

If this Statement of Work (SOW) is not signed by all parties within 60 days of its issuance, the proposal is deemed void, and it may be necessary to reevaluate and potentially modify the scope of work in accordance with the mutual agreement of the involved parties. Client-caused delays to the SOW timeline may necessitate a reevaluation and potential adjustment of the project scope and/or budget.

The services outlined below represent the anticipated scope of work for the engagement. Specific tactics, media allocations, platforms, and optimization priorities may evolve throughout the contract term based on campaign performance, seasonal opportunities, business objectives, and available media budget. Sparkloft and Visit Broken Arrow will collaboratively prioritize media initiatives throughout the engagement. Services may include, but are not limited to, the following:

2. SERVICES AND DELIVERABLES: Consultant shall perform the following services:

MONTHLY MEDIA MANGEMENT

Services may include:

- Paid media planning and campaign management
- Media buying across approved platforms
- Audience targeting and segmentation
- Budget pacing and optimization
- Campaign monitoring and performance optimization
- Creative testing recommendations
- Placement recommendations across channels

- Performance reporting and strategic recommendations

3. PROJECT TIMELINE

- Sparkloft will provide ongoing paid media management, optimization, reporting, and strategic recommendations throughout the twelve (12) month engagement.
- Recommendations for targeting, placement, and optimization of content across channels through the end of each month.

4. PROJECT ASSUMPTIONS AND DEPENDENCIES:

- Early termination of this scope may result in additional charges for the value of work performed to date, as well as administrative offboarding
- Delays on the part of the Client may require a revision in the project timeline and scope and result in a change order.
- All existing product and brand assets will be provided by the Client to Sparkloft prior to social-specific content creation.

5. PROJECT EXCLUSIONS:

- Custom financial reporting and accounting are not included in this scope. Client can request these services, but they will incur an additional blended hourly rate of \$175.00.

6. MEDIA INVESTMENT:

Deliverable	Total Cost
Media Platform Spend	\$45,000.00
Annual Admin + Data Fee	\$2,250.00
Media Management Fee	\$6,750.00
Total Investment	\$54,000.00

7. COMPENSATION: In consideration of all services to be rendered by Consultant to Client, Client will pay to Consultant **\$54,000.00** for all work completed on behalf of Client from the Effective Date through the termination of this Agreement. Any changes to the scope of the Statement of Work may result in additional charges and fees at the discretion of Consultant. The offer (deliverables and cost) presented in this Statement of Work shall expire if not signed within thirty (30) days after being received by Client.

8. PAYMENT: Consultant will send Client an invoice in the amount of **\$27,000.00** upon execution of this agreement. The remaining balance will be billed in monthly invoices at the beginning of each month.

All invoices are due and payable upon receipt. If Client does not pay the full balance of an invoice thirty (30) days from its issuance, Client shall be granted a ten (10) day grace period (the "Grace Period"). Once the Grace Period has elapsed, the principal balance of the invoice will accumulate interest at the rate of 1.5% monthly (18% annually) compounded continuously.

9. ASSOCIATED COSTS: Associated costs and fees are included the scope of work and all invoices to be paid by Client. Client shall be notified and approve of any/all associated costs and

travel costs, exceeding 10% of the allocated expenses budget, prior to Consultant committing to these expenses for associated costs.

10. CHANGES: Should a Party wish to change the features, scope, or any other material term or requirement of the Statement of Work, that Party shall provide written notice to the other, in the form of a change order request (the "Change Order") referencing this Agreement and setting forth the specific changes to the Statement of Work requested. The Change Order shall amend the Statement of Work pursuant to its terms upon execution by both Parties. In addition:

- Client and Consultant acknowledge and agree that failure to act on and resolve a Change Order by a mutually agreed upon deadline may have consequences to the project, including potential increases to cost and schedule.
- Change Request resolution is the joint responsibility of Client and Consultant project leaders. These individuals are authorized to negotiate, approve and/or decline Change Orders, including all related cost estimates.
- Consultant will maintain copies of all approved Change Orders. Change orders will also be tracked and made available until such time as sixty (60) days after completion of the project.

Sparkloft Media
"Consultant"

CLIENT NAME
"Client"

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

SOW#: **BAK-260701**