

MARKETING SERVICES AGREEMENT

This Agreement is a contract, made and entered into this 11th day of March, ²⁰²⁵
("Effective Date") by and between the City of Norman, a municipal corporation, hereinafter
called the "City," and Brammlet and Associates Multimedia LLC, D/B/A Bold Multimedia, an
Oklahoma limited liability company, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the City is a Municipal Corporation and maintains business premises at 201 West
Gray St., Norman, Oklahoma; and

WHEREAS, the City of Norman Parks and Recreation Department ("Parks Department")
orchestrates and manages many programs and facilities for the City; and

WHEREAS, Contractor desires to assist in marketing services and activities for the City's Parks
Department and its programs and facilities.

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

ARTICLE 1 – TERM

The term of this Agreement shall commence on the Effective Date and terminate no later than
five (5) years from the Effective Date, each one-year period a "Contract Year," unless earlier
terminated pursuant to the provisions set forth herein, and subject to sufficient annual
appropriations by the City.

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall perform the Services described in Exhibit A – Parks and Recreation Media,
Exhibit B – Westwood Park Media, and Exhibit C – Young Family Athletic Center Media.
Contractor agrees to work with the Parks Department staff to execute the Services. Contractor
agrees to comply with all applicable federal, state, and local laws, rules, and regulations and all
policies and procedures established by the City in their performance of the Services.

ARTICLE 3 – COMPENSATION

The City shall pay Contractor for the Services as follows:

1. An amount not to exceed \$24,955 per Contract Year for up to 500 hours of services for
the Services described under Exhibit A – Parks and Recreation Media. Such amount to
be paid to the Contractor in twelve (12) monthly installments.

2. An amount not to exceed \$9,000 per Contract Year for: 1) ten (10) average hours of services per month from November to February, and 2) twenty (20) average hours of services per month from March to October, for the Services described under Exhibit B – Westwood Park Media. Such amount to be paid to the Contractor in twelve (12) monthly installments.
3. An amount not to exceed \$9,000 per Contract Year for up to 240 hours of services for the Services described under Exhibit C – Young Family Athletic Center Media. Such amount to be paid to the Contractor in twelve (12) monthly installments.

ARTICLE 4 – TERMINATION

Either party shall have the right to terminate this Agreement for any reasons provided thirty (30) days written notice is provided.

ARTICLE 5 – INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all liability for injuries or death to persons, legal expense or damage to property caused by Contractor's, its agents or employees performance of the Services under this Agreement; provided, however, that Contractor shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, suits, expenses, liability or proceedings of any kind whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from, or arising out of, Contractor's acts, omissions or operations under or in connection with this Agreement. This Article 5 shall survive the completion or termination of this Agreement.

ARTICLE 6 – NOTICE

Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is delivered personally, or within three (3) business days after it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, to:

City:

Jason Olsen
Director of Parks and Recreation
225 N. Webster Ave.
Norman, OK 73070

Contractor:

Name: Bramlett & Associates Multimedia LLC DBA BOLD Multimedia
Title: Krystyn Richardson, Owner
Address (street): 3812 Havenbrook Circle
Address (city, state, zip): Norman, OK 73072

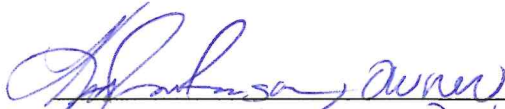
ARTICLE 7 – MISCELLANEOUS

- 1) *Counterparts*: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute the same instrument.
- 2) *Severability*: If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- 3) *Governing Law; Venue*: This Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Oklahoma. The venue for any action under this Agreement shall be in the District Court of Cleveland County, Oklahoma or the United States District Court for the Western District of Oklahoma. The parties agree to submit to the subject matter and personal jurisdiction of said court.
- 4) *Entire Agreement; Amendments*: This Agreement constitutes the entire agreement among the parties hereto and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5) *Authority*: Each party hereto has the legal right, power and authority to enter into this Agreement. Each party's execution, delivery and performance of this Agreement has been duly authorized, and no other action is requisite to the valid and binding execution, delivery and performance of this Agreement, except as expressly set forth herein.
- 6) *Relationship of Parties*: This Agreement does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of the other party. Neither party shall be deemed to be an agent or representative of the other. Contractor will be providing services to the City as an independent contractor and shall not be considered an employee of the City.
- 7) *Assignment*: This Agreement shall not be assigned by Contractor without prior written consent of the City, said consent not to be unreasonably withheld.

- 8) *Intellectual Property*: It is understood between the parties that each party is and shall remain the owner of all intellectual property that it owns or controls as of the Effective Date or that it authors, creates, or develops thereafter.
- 9) *Nondiscrimination*: Contractor agrees that it will not discriminate against any persons on the basis of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex.
- 10) *Non-Waiver*: No failure on the part of either party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to either party at law or in equity.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

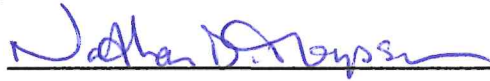
BRAMLET AND ASSOCIATES MULTIMEDIA LLC


 Name & Title: Krystyn Richardson

ACKNOWLEDGEMENT

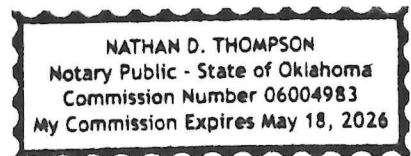
STATE OF Oklahoma)
) ss:
 COUNTY OF Cleveland)

Before me, a Notary Public in and for the State of Oklahoma, on this 11th day of March, 2024, personally appeared Krystyn Richardson, to me known to be the identical person who subscribed their names to the foregoing instrument as their free act and voluntary deed for the uses and purposes therein set forth.


 Notary Public

My Commission No. 06004983 Expires: May 18, 2026 [SEAL]

CITY OF NORMAN



APPROVED this _____ day of _____, ²⁰²⁵ by the Norman City Council.

Larry Heikkila, Mayor

ATTEST:

Brenda Hall, City Clerk

APPROVED as to form and legality this _____ day of _____, ²⁰²⁵

City Attorney

EXHIBIT A – PARKS AND RECREATION MEDIA

SCOPE OF SERVICES – PARKS AND RECREATION MEDIA

The following is a preliminary scope of services intended to communicate the expectations of the Norman Parks and Recreation Department (Parks Department) for the advertising services required. Contractor understands that the scope of work is fluid and may require adjustments as projects arise, change, and evolve. Contractor must be prepared to work in close collaboration with the Parks Department staff daily.

Client Relations:

Contractor will designate a day-to-day contact person responsible for facilitating communication between their team, designers, event planners, venue owners, and other stakeholders. This individual will work with the Parks Department from the inception of an idea, event, or product, through the development of a marketing strategy, and until the event or product launch. Expected responsibilities include:

- Continuously evolving ideas to effectively market to various facets and generations of the target market.
- Sharing the Parks Department's brand stories in a compelling manner that encourages engagement and sharing.
- Assisting in managing any media crises that may arise.
- Acting as a sounding board for the Parks Department on all matters related to marketing, advertising, and design.
- Providing specific and direct solutions to any marketing or advertising challenges faced by the Parks Department.
- Coordinating between the Parks Department, venue, and any other involved parties.
- Analyzing current marketing activities and providing advice to help develop the most effective marketing strategies.
- Engaging the target market across all relevant platforms.

Graphic & Digital Marketing:

- Creation of Facebook and Instagram graphics and management of event postings.
- Development and distribution of twelve (12) monthly email newsletters.
- Production of four (4) printed, magazine-style newsletters annually.
- Branding and graphic design services, including the creation of fliers, emails, posters, and social media graphics for special events, recreational sports, classes, and childcare programs.

Print Marketing:

- Development and coordination of direct mail campaigns.
- Design and management of apparel for events and employee uniforms.
- Photography services as needed for special events and advertising efforts.
- Creation and management of signage for events and facilities.
- Production of print ads for events and other recreational activities in the following publications:
 - Norman Transcript
 - Boyd Street

Fundraising Assistance:

- Providing support and strategies for fundraising efforts as needed.

Other Duties:

- Performing additional tasks as assigned by the Parks Department.

EXHIBIT B – WESTWOOD PARK MEDIA

SCOPE OF SERVICES – WESTWOOD PARK

Advertising Services for Westwood Park are divided among Westwood Family Aquatic Center, Westwood Golf, The Turn, and Westwood Tennis.

Contractor will provide the following services to promote Westwood Park:

- Consulting, video production, graphic design, copywriting, event coordination, photography, website design, social media management, media buying services, print material design and coordination, and purchasing as they fall within the hours of the contract.

Specific items include:

- Manage the social media accounts for Westwood Park on Facebook and Instagram, which includes creating custom graphics for events, setting up events, and creating schedules and posts for all the events and promotions for the complex.
- Create and manage email newsletters
- Design ads for Boyd Street and Sooner Spector, others as assigned by the Parks Department, as needed
- Provide talking points for remotes
- Write and approve radio advertisements
- Find and suggest new advertising opportunities
- Food photography for both Westwood Aquatic Center and The Turn
- Design, order, and deliver merchandise
- Design, order, and deliver staff apparel
- Design Westwood program guide
- Design facility signage and coordinate installation
- Design golf cart signs
- Design of and assistance with in-store displays
- Golf tournament advertising and day-of needs as assigned, including the United Way, Memorial Day, Invitational, and Labor Day tournaments
- Jr Golf Academy and mini-clinic social media promotion

- Update The Turn's print and digital menu
- The Turn social media promotions
- Update Westwood Aquatic Center digital menus
- Promote Westwood Aquatic Center events, on average ten (10) per season
- Promotion of Westwood season passes
- Promotion of World's Largest Swim, including day of coverage, highlighting on social media and coordinating with media
- Hiring social media posts and materials for open house as needed
- Junior Tennis Program social media promotion and flyer
- Junior Tennis Clinic social media promotion and flyer
- Tennis Summer Camp social media promotion and flyer
- Provide reports detailing social media and advertising performance upon request
- Attend a monthly meeting and coordinate with the facilities staff to gather information
- Be responsive for consulting by phone, text, and email
- Other items as assigned by the Parks Department

EXHIBIT C – YOUNG FAMILY ATHLETIC CENTER MEDIA

SCOPE OF SERVICES – YOUNG FAMILY ATHLETIC CENTER

Contractor will provide comprehensive services to promote the Young Family Athletic Center (YFAC), focusing on increasing community engagement, promoting events, and enhancing brand awareness.

The scope includes the following services:

- **Consulting:** Provide strategic guidance and recommendations to optimize marketing efforts and achieve organizational objectives.
- **Video Production:** Create engaging video content to showcase YFAC facilities, programs, and events.
- **Graphic Design:** Develop visually appealing graphics for social media posts, website banners, print materials, and advertisements.
- **Copywriting:** Generate compelling copy for promotional materials, event descriptions, social media posts, and newsletters.
- **Event Coordination:** Assist in planning and executing promotional events, including ribbon cuttings, community days, and tournaments.
- **Photography:** Capture high-quality images of YFAC facilities, activities, and participants for use in marketing materials.
- **Website Design:** Enhance the YFAC website with updated design elements, user-friendly navigation, and engaging content.
- **Social Media Management:** Manage YFAC's social media accounts, including content creation, scheduling, and community engagement.
- **Media Buying Services:** Identify and purchase advertising space in relevant media outlets to reach target audiences effectively.
- **Print Material Design:** Design and coordinate the production of printed materials such as brochures, flyers, posters, and banners.
- **Merchandise Design:** Create designs for YFAC-branded merchandise, including apparel, accessories, and promotional items.
- **Signage Management:** Develop signage for YFAC facilities, including indoor and outdoor signs, digital signs, banners, and directional signage.

- Email Newsletters: Design and distribute regular email newsletters to YFAC members and subscribers, featuring updates, events, and special offers.
- Radio Advertisements: Write and produce radio advertisements to promote YFAC programs, events, and membership opportunities.
- Marketing Collateral: Provide assistance in updating and maintaining marketing collateral, including brochures and promotional materials.