

CITY OF ARDMORE  
Information Technology Department

Council Letter No. 5410  
Meeting Date: May 2<sup>nd</sup>, 2022

Mayor and City Commission

City of Ardmore, Oklahoma

RE: Renewal of Social Media Services Agreement with Bosham Media, LLC

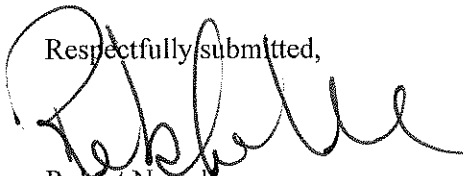
Dear Commission Members:

This last year the City entered into a Special Services Contract with a local company to help amplify our Social Media presence. A committee of City Staff met and came up with a Social Media Policy and identified what we wanted this contractor to concentrate on and how the workflow of information would happen. It was the expectation to be able to allow department employees to concentrate on their specialties and allow someone who is trained and knows all the many Social Media platforms to increase what city staff was already able to accomplish with basic understanding. In November we contracted with Bosham Media, LLC to do a trial (1/2 year) to see if the city could benefit from an individual or company taking over these responsibilities. That contract fell within the City Manager's fiscal approval threshold.

It is staff's recommendation that we renew the Contract with Bosham Media, LLC. This contract is to be effective from May 15, 2022 through May 14, 2023 for the amount of \$4,150.00 a month for a total of \$49,800.00 for the life of the contract. This contract has been reviewed and approved by legal.

This is a budgeted item in the IT Budget in the next fiscal year. There are sufficient funds in the IT Special Services account to pay for invoices that fall in this fiscal year.

Respectfully submitted,



Robert Newell

Chief Information Officer

City of Ardmore

Reviewed by: \_\_\_\_\_



## SOCIAL MEDIA SERVICES AGREEMENT

This Social Media Services Agreement (the "Agreement") is made and entered into as of May 15<sup>th</sup>, 2022, by and between the City of Ardmore, Oklahoma, (herein referred to as "Client"), and Bosham, LLC, d/b/a Bosham Media, an Oklahoma limited liability company (herein referred to as "Bosham").

WHEREAS, Client desires to retain the services of Bosham to perform certain social media related services as more fully set forth in Schedule A (Social Media Services) attached hereto and made a part hereof (herein the "Services"), and Bosham is willing to provide the Services to Client.

NOW THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Bosham agree as follows:

1. Engagement. Client hereby engages Bosham and Bosham hereby accepts engagement to provide the Services subject to the terms and conditions contained in this Agreement.
2. Duties. Throughout the term of this Agreement, Bosham will use best efforts and due diligence to perform for Client the Services as outlined in Schedule A. The parties acknowledge that social media is a continually evolving area of marketing and that Bosham's basic purpose is to maintain a social media base, grow recognition and development, target ideal viewers, create engagement with the community, and monitor and measure data. Client understands that because of the nature of social media, there may be months where social media numbers (e.g. followers, number "reached", likes) will be lower than the previous month. While the ultimate goal is for Bosham to increase social media numbers, it is understood that those numbers will fluctuate based upon a number of factors that are beyond the control of Bosham. Bosham shall set their hours of work and establish the amount of time necessary to perform the Services, an estimated 25 – 35 hours per week.
3. Term and Termination. In order to provide the best possible service to Client, Bosham will continue to invest in the latest equipment and resources necessary to perform the Services. As a result of the commitment Bosham has to provide the highest quality of service, the parties agree to a Social Media Management initial term of one year, commencing on May 15, 2022, and ending on May 14, 2023. At the end of the initial term, the contract shall automatically revert to a month-to-month contract ("extended term"). The parties may agree to renegotiate this Agreement at any time. Either party may terminate this Agreement at the end of the initial term, or anytime thereafter, by providing written notice to the other party at least thirty (30) days prior to the end of the term. Notice may be given by email, registered or certified mail, to the other party at the address set forth below, or by hand delivering said notice to the primary contact for the other party listed below. Bosham reserves the right to terminate this Agreement if after three written warnings, for reasons listed in accordance with paragraphs number 9 and 10 below,

Bosham is unable to fulfill its duties to Client. In such an event, Bosham is entitled to one month's compensation. All social media management will be terminated 10 days after the fourth infraction and written notice has been given. The parties agree to accept certified mail from the other and that the notice date shall be the date of signature (by mail) or the date of personal delivery. Upon the effective date of termination, Bosham's obligation to provide the Services shall cease and Client will pay, within thirty (30) days of the effective date of termination, all amounts owing to Bosham for unpaid Services, on a prorated basis, and related expenses, if any, in accordance with the provisions of this Agreement. If payment is not received within thirty (30) days of billing, a monthly interest charge of one percent (1%), twelve percent (12%) per annum, will be applied for each month left unpaid. It is understood and agreed that, by virtue of Article 10, Section 26 of the Oklahoma Constitution, the payment of City's funds in the future will be limited to appropriations and available funds in the then current fiscal year.

4. Compensation and Expenses. As compensation for the Services, Client agrees to pay Bosham as follows:

Term

A total sum of \$49,800.00 to be paid over a period of twelve (12) months in payments of \$4,150.00 per month as payment for the one-year Social Media Management term.

Extended Term

At the end of the one year initial term, unless notice of termination is given by either party, this contract will automatically renew on a month-to-month basis at the rate of \$4,250.00 per month for Social Media Management.

In addition, Client shall be responsible for and reimburse Bosham for the following expenses: (a) admission to events attended by Bosham in performance of the Services, (b) the following *pre-approved* expenses: advertisements or other paid features on the social media platforms designed to extend the reach, viewership, likes, responses, etc.

5. Client Liaisons. Client will assign one Client employee or agent per department (herein referred to as the "Liaisons") to work with Bosham as set forth in Schedule B. The Liaisons shall be responsible for keeping Bosham updated on upcoming activities and/or events in a timely manner (a minimum of two weeks in advance), shall have decision-making authority regarding content questions, shall have authority to approve a paid advertising budget and other expenses, provide feedback to Bosham regarding inquiries received about Client's business that are generated as a result of Client's social media presence, and attend meetings with Bosham as referenced herein. Bosham requires a minimum of one meeting with the Liaisons per quarter.

6. Performance Review. The parties acknowledge the importance of feedback, each to the other, in their performance under this Agreement. The parties agree to provide continuous feedback to the other, as may be necessary for the other party to fulfill their obligations under this

Agreement. The parties agree to review Bosham's performance under this Agreement at the end of the initial term. In addition, either party may request a performance review at any time upon five (5) days notice to the other party. During the reviews, the parties may discuss Bosham's performance of the Services, Client's cooperation with Bosham in performing the Services, the need to add or modify the specific Services being performed, and any other matters relating to the performance of the parties under this Agreement. Any modifications of this Agreement or the Services resulting from the reviews shall be reduced to writing in accordance with paragraph number 15 below.

7. Information and Reporting. Client shall make reasonable efforts to keep Bosham informed of all upcoming events and promotions that may be important from a social media perspective. Bosham agrees to provide a monthly report to Client, upon request, showing performance statistics regarding the Services.

8. Conflicting Obligations. Bosham certifies that it has no outstanding agreement or obligation that conflicts with any of the provisions of this Agreement. Bosham will not enter into any agreements or obligations that would conflict with any of the provisions of this Agreement or that would preclude Bosham from complying with the provisions thereof. Bosham may engage in other work during the term of this Agreement without the consent of Client, provided that: (a) such work does not cause Bosham to be in violation of any terms of this Agreement; and, (b) such work does not delay or hinder the Services to be performed under this Agreement.

9. Required Access. Client will provide Bosham login information and access to social media platforms and sites that include but are not limited to:

- Facebook Business access to all Client accounts;
- Instagram login access to all Client accounts;
- Twitter login access to all Client accounts;
- YouTube login access to all Client accounts;
- Snapchat login access to all Client accounts;
- Pinterest login access to all Client accounts;
- NextDoor login access to all Client accounts;
- TikTok login access to all Client accounts;

Client will immediately notify Bosham of any changes in access information and agrees to provide access to social media platforms only to those persons who reasonably need access. Client agrees to provide Bosham a list of all persons with manager or administrative access to the above-referenced accounts, and agrees to update within five (5) days of any changes to the list. In the event that the Services of Bosham are expanded to include other platforms or sites not listed above, Client will provide Bosham the access and permissions levels necessary for Bosham to perform the Services unencumbered. During the term of this Agreement, Client will not interfere with Bosham's access as provided above. In the event that any third-party interference arises regarding account access or the ability of Bosham to properly perform the Services (such as posting or deleting content without Bosham's approval), then Client will fully cooperate and take

necessary actions to eliminate the third-party interference. In the event that Bosham's performance of the Services are encumbered in any way by an employee of Client or a third party, then Bosham shall immediately notify Client and Client shall use its best efforts to eliminate the encumbrance as soon as possible.

10. Created Content. Ownership, use, and any intellectual property rights of all published original photographs, videos, and written content will be held jointly between the parties. Ownership and use of all rough edits, outtakes, and other non-published content shall remain with Bosham. Upon termination of this Agreement, Bosham will, upon request within ninety (90) days of termination, furnish to Client copies of the source files for all original published photographs, video, and written content remaining in Bosham's possession and used during the performance of the Services. During the term of this Agreement, Client and Bosham shall each retain the right to approve of the content posted to all social media accounts with five (5) business days of when a desired post would be published. Client certifies and understands that if a post is requested without a minimum of five (5) business days prior notice that there is no guarantee the post will get published.

11. Assignment. Neither this Agreement nor any right or obligation hereunder or interest herein may be assigned, transferred or delegated by the parties without the prior written consent of the other.

12. Use of Images and Copyrighted Material. Bosham will use reasonable care in the selection, writing, editing, and posting of all content. In furtherance of this objective, Bosham will: (a) seek verbal and/or written permission to use the image of persons appearing in the foreground of photographs and videos of original content except in cases of event coverage where there is no reasonable expectation of a right to privacy; (b) not knowingly publish content that is restricted by law (e.g. the copyright holder has specifically requested no publication, content that goes against City, State and Federal laws, standards and rules, etc.); and (c) not knowingly commit defamation.

13. Governing Law. This Agreement shall be governed, construed and controlled by the laws of the State of Oklahoma.

14. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render the same valid, and this Agreement shall be construed and enforced as if such provision had been included herein as so modified in scope or application or had not been included herein, as the case may be.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements between them with respect to the subject matter hereof. This Agreement may be modified at any time by written addendum or amendment signed by both parties.

16. Confidentiality. "Confidential Information" means information in any form, not generally known to the public, disclosed to or acquired by one party directly or indirectly from the other party or any customers, business partners or affiliates of the other party during the term hereof, including, without limitation:

- (i) information relating to the research, developments, systems, operations, customers, clients, and business activities and business plans of the party;
- (ii) information received from any customers, clients, business partners or affiliates of the party;
- (iii) information specifically designated by the party as confidential; and,
- (iv) information relating to the party's products and/or services.

The parties agree not, at any time, to disclose any Confidential Information to any person not an employee or recognized agent of the other party, nor will a party disclose or use Confidential Information for any purpose other than as required to perform the Services hereunder. Any written Confidential Information obtained by a party will, upon termination of Services, be returned to the other party or certified by the other party as having been destroyed. This clause does not apply to any information which is subject to the open records act or any other applicable state, federal, or local law which requires disclosure of information.

17. Designated Representatives. The designated representative and primary contact for Bosham is Ashley Dyer, Managing Partner. Unless otherwise directed by Ashley, all contact with Bosham should be addressed to her. While it is anticipated at this time that Ashley will be performing almost all of the Services under this Agreement, Bosham reserves the right to assign other employees or independent contractors (e.g. photographers, photo editors, graphic artists) to fulfill its obligations under this Agreement. In the event that Ashley herself is unavailable by reason of vacation, illness, or an unforeseeable event to perform the Services during a given time, then and in such event, Client will be given the contact information for the person performing the Services during her absence. Likewise, Client will provide the name and contact information of its Liaisons authorized to act on behalf of Client in fulfillment of this Agreement as provided in Schedule B below. Client will immediately notify Bosham of any change in said Liaisons. The Chief Liaison and City Manager shall be the only persons Bosham takes immediate and pressing directives from (such as deletion of a post, etc.). Immediate or pressing directives from any other persons or companies (such as board members, donors, etc.) will not be held as valid or enforceable. All requests and communication regarding the Services as provided by Bosham must come from Client's chosen Chief Liaison as listed below. Both parties, on behalf of their representatives, agree to use best efforts in communicating with each other, especially in the handling of critical issues.

Client Chief Liaison: Robert Newell, City of Ardmore CIO

18. Federal and State Law Compliance. Bosham shall use reasonable care to comply with all federal and state laws regarding specific policies governing cities and will assist Client in all record keeping necessary under the Open Records Act and all other applicable laws. Client will provide Bosham a copy of all federal and state laws, and city policies, that are applicable to the work being performed by Bosham, and notify Bosham of any changes to said laws and policies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT, CITY OF ARDMORE:

BOSHAM, LLC, d/b/a BOSHAM MEDIA

By: \_\_\_\_\_  
(Printed Name)

By: ASHLEY DYER

Title: MANAGING MEMBER

Title: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Address for Notices:  
23 S Washington St.  
Ardmore, OK 73401

Address for Notices:  
10 W Main St. #603  
Ardmore, OK 73401

Contact Information:  
Phone: (580) 226-2100  
Email: rnewell@ardmorecity.org

Contact Information:  
Mobile Phone: (405) 227-7780  
Email: ashley@boshammedia.com

**SCHEDULE A  
SOCIAL MEDIA SERVICES**

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**Entities Covered**

All official City of Ardmore social media accounts

**Social Media Platform Specific Activities**

Facebook:

- Posting content an average of 2 times/week per city page
- Monitoring people reached, shared posts, comments
- Responding to comments on city page posts as needed
- Responding to messages on city pages as needed
- Automating messages where applicable

Instagram:

- Posting content an average of 2 times/week per city account
- Monitoring people reached, shared posts, comments
- Engaging and interacting with other Instagram users by commenting, following local businesses, liking posts, etc. following the standards as set forth by the City of Ardmore Social Media Policy
- Responding to comments on city accounts posts as needed
- Responding to messages on city accounts as needed
- Automating messages where applicable

Twitter:

- Posting content an average of 2 times/week per city account
- Monitoring people reached, retweets, comments
- Engaging and interacting with other Twitter users by commenting, following local businesses, liking tweets, etc. following the standards as set forth by the City of Ardmore Social Media Policy
- Responding to comments on city accounts as needed
- Responding to messages on city accounts as needed
- Automating messages where applicable

Snapchat:

- Posting content an average of 2 times/week per city account unless otherwise determined



- Monitoring people reached, location based data, etc.
- Creating geofilter graphics for city accounts and following the standards as set forth by the City of Ardmore Social Media Policy
- Responding to messages when applicable

TikTok:

- Posting content an average of 1 time/month per pre-determined and agreed upon city accounts unless otherwise needed
- Monitoring people reached, demographic data, etc.
- Engaging and interacting with other TikTok users by commenting, following local businesses, liking videos, etc., following the standards as set forth by the City of Ardmore Social Media Policy
- Responding to comments on city accounts as needed
- Responding to messages on city accounts as needed

NextDoor:

- Posting content as directed by a Liaison up to 2x/week
- Monitoring people reached, community sentiment, etc.
- Responding to comments and messages as needed, following the standards as set forth by the City of Ardmore Social Media Policy

**General Social Media Activities**

On-Location:

- A representative of Bosham Media will be at city properties taking photos for content at least 2x/month. Location access will be provided by Client.

Meetings:

- Meetings can be requested by Bosham at any time, with 3 business days' notice
- One meeting between Liaisons every quarter is required by Bosham
- Meetings can be requested by the City of Ardmore at any time, with 3 business days' notice

Research:

- Bosham will conduct continuous research and stay up-to-date on relevant topics and issues

Content Creation:

- Bosham will create or find all content for the City of Ardmore's social media accounts
  - Submissions are gladly accepted from City of Ardmore's Liaisons

- Bosham will adhere to the posting guidelines as outlined in the City of Ardmore Social Media Policy
- Continuously editing photos and/or video footage for social media publication
  - Ex: HD photos, 4K videos, graphics, etc.
- Bosham will send content and copy (text within a post) to designated Liaisons one to two weeks before the posting date. A response of a quick affirmative is highly encouraged, but if no response is received, it will be assumed that the Liaison has reviewed the content and the post is suitable to be published at the designated date and time provided. If the Liaison would like parts of the prospective post changed, specific changes must be submitted three (3) business days prior to the posting and cannot include an original photo.

Other:

- Monitor KPIs (key performance indicators) and adjust social media strategies as needed. Specific KPIs are subject to change and may include some or all of the following:
  - Audience Growth
  - Audience Profile
  - Audience Engagement
  - Content Reach
  - Engagement by Content Type
  - Response Rate and Quality
  - Negative Feedback
- Develop relevant content topics to reach the Ardmore Depot District's target audience
- Manage all published content (images, video, and written)
- Monitor, listen, and respond to users in a "Social" way
- Conduct online advocacy and open a stream for cross-promotions
- Develop and expand community and/or influencer outreach efforts
- Oversee design (e.g. Facebook timeline cover, profile pic, thumbnails, ads, Instagram profile look, developing a consistent look cross-platform)
- Manage efforts in building online reputation
- Create a branding manual with specific colors, fonts, etc. for city employees to use