

RESOLUTION NO. 2891

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT WITH JAYRAY ADS & PR, INC, FOR ‘EXPLORE WILSONVILLE’ TOURISM PROMOTION AND DEVELOPMENT AND DESTINATION MARKETING PROGRAM.

WHEREAS, the City Council adopted on June 15, 2015, Resolution No. 2541 to establish the Tourism Promotion Committee that, among other duties, is to oversee the implementation of the *Wilsonville Tourism Development Strategy*; and

WHEREAS, after issuing a request for proposals, and upon the recommendation by the Tourism Promotion Committee and City staff, the City Council authorized the City Manager to execute a Professional Services Agreement with JayRay Ads & PR, Inc. by approving resolution 2758 on December 16, 2019, the purpose of said agreement being to promote and develop Wilsonville as a tourist destination; and

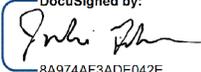
WHEREAS, the COVID-19 Pandemic necessitated a first amendment dated June 4, 2020 to modify the Scope of Work and reduce the budget;

WHEREAS, the City wishes to extend the time for performance of the agreement with JayRay Ads & PR, Inc. for the yet unused not to exceed Total Compensation Agreement, up to \$120,000, with performance to be completed by December 31, 2022;

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Manager is authorized to execute a Second Amendment to the Professional Services Agreement with JayRay Ads & PR, Inc. (“Second Amendment”), for the purpose of extending the time for performance from July 1, 2021, through December 31, 2022 with contract payments not to exceed the remaining balance of the originally approved Total Compensation amount of \$300,000.00. The Second Amendment attached hereto as Exhibit 1.
2. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 19th day of April 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:

8A974AF3ADE042E...
Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:

E781DE10276B498...
Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Fitzgerald	Yes
Council President Akervall	Yes
Councilor Lehan	Excused
Councilor West	Yes
Councilor Linville	Yes

Exhibit:

1. Second Amendment to Professional Services Agreement with JayRay Ads & PR, Inc., for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Project

**CITY OF WILSONVILLE
SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

Tourism Promotion and Destination Marketing Project

This Second Amendment to Professional Services Agreement (“Second Amendment”) is effective the _____ day of _____ 2021 (“Effective Date”), by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (“City”), and **JayRay Ads & PR, Inc.**, a Washington corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Professional Services Agreement (“Agreement”) with Consultant on December 27, 2019, relating to the Tourism Promotion and Destination Marketing Project (“Project”); and

WHEREAS, the City entered into a First Amendment to Professional Services Agreement (“First Amendment”) with Consultant on June 4, 2020 which clarified the scope of the Agreement as a result of the COVID-19 Coronavirus Pandemic; and

WHEREAS, the parties acknowledge that the COVID-19 coronavirus pandemic requires a reassessment of tourism promotion activities; and

WHEREAS, because of the COVID-19 Coronavirus Pandemic, the City and Consultant agree that additional time is needed to complete the Services stated in the Agreement and to modify the remaining Services to be performed; and

WHEREAS, Consultant represents that Consultant is qualified to perform the Modified Services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such Modified Services for the original Total Compensation amount, as the City does hereinafter require;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Agreement is amended as follows:

Section 1. Term

The term of the Agreement is hereby extended to December 31, 2022.

Section 2. Modification of Services

Consultant will perform the Modified Services, as more particularly described in **Exhibit A** attached hereto and incorporated by reference herein, pursuant to all original terms of the Agreement. The

Total Compensation amount shall not exceed Three Hundred Thousand Dollars (\$300,000), as originally set forth in the Agreement as approved by City Council.

Section 3. All Other Terms

All of the other terms and conditions of the Agreement shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement shall apply to this Second Amendment. This Second Amendment supersedes and replaces the First Amendment dated June 4, 2020.

The Consultant and the City hereby agree to all provisions of this Second Amendment.

CONSULTANT:

CITY:

JAYRAY ADS & PR, INC.

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon

Explore Wilsonville Scope of Work & Budget Detail

TOURISM PROMOTION AND DEVELOPMENT AND DESTINATION MARKETING SERVICES

FY 2021-22: July 1, 2021-June 30, 2022

December 10, 2020

BUDGET: \$100,000

FY 2021-2022: July 1, 2021-June 30, 2022

MARKETING SERVICES: \$23,000

FY 2021-2022

Deliverables	Budget
Develop 2021-2022 high-level marketing plan for Tourism Promotion and Development and Destination Marketing Plan (includes media buy plan for digital campaign placements)	\$2,000
Art and creative direction, including concepting	\$2,370
Ad design, production and copy writing	\$7,630
Digital advertising allowance and social media boosted posts to reach target markets and grow followers (\$11,000)	\$11,000
Reporting* of marketing KPIs *cost included in Management Services	
SUBTOTAL	\$ 23,000

WEBSITE SERVICES: \$9,665

FY 2021-2022

Deliverables	Budget
Annual maintenance including software/paid plug-in renewals, website hosting, domain renewal, SSL certificate renewals, security/hack alert scanning, and a technical support plan (necessary theme and plug-in updates, daily cloud backups, 24/7 uptime monitoring and website restored when down within an hour) <i>Includes domain name & SSL Certificate renewals include: ExploreWilsonville.com</i>	\$4,440
Provide ongoing content maintenance and content/calendar/photography updates to site	\$5,225
Reporting* of website traffic and related KPIs *cost included in Management Services	
SUBTOTAL	\$9,665

SOCIAL MEDIA SERVICES: \$22,965

FY 2021-2022

Deliverables	Budget
Update social media strategy and editorial calendar across Instagram, Facebook and Pinterest.	\$1,510
Write and produce social content (copy and images) 3-4 times per week for three social media channels following approved social media strategy and editorial calendar	\$14,980
Community management and engagement (schedule and post content on three channels, find photos from followers to post, and grow followers)	\$6,475
Reporting* of social media KPIs *cost included in Management Services	
SUBTOTAL	\$22,965

FY 2021-2022: July 1, 2021-June 30, 2022

Page 2

PUBLIC RELATIONS SERVICES: \$20,070**FY 2021-2022**

Deliverables	Budget
Software subscription to robust Cision Media Database (\$1,000 annually) to provide monthly monitoring, media contact lists, distribution and reporting	\$1,000
Media story pitching following FY21-22 editorial calendar (2 stories per quarter, 8 total), highlighting local businesses and basecamp messaging	\$9,250
Develop media lists for approved stories, conduct targeted PR outreach and provide ongoing media follow-up	\$2,220
Micro influencer/travel blogger campaign (bring 4 IG influencers with travel blogs, each tasked to promote a different Wilsonville Pocket Trip, 1 per quarter). Includes influencer selection, contracts, itinerary building and hosting.	\$6,100
Media hosting allowance for FAMS and approved media visits	\$1,500
Reporting* of public relations KPIs *cost included in Management Services	
SUBTOTAL	\$20,070

MANAGEMENT SERVICES: \$18,190**FY 2021-2022**

Deliverables	Budget
Management of the overall tourism-promotion and destination marketing program (includes accounting for itemized expenses, 1 call per month with client)	\$6,400
STR hotel report data, annual subscription renewal for Wilsonville for FY 2022-23	\$2,200
Renew memberships to Travel Portland and Oregon Destination Association FY 2022-23	\$890
Provide quarterly report of key performance indicators (KPIs) and STR report, in addition to a combined report of contracted services including website, marketing/advertising, social media, PR and visitor fulfillment. Reports will also include a high-level dashboard to track progress against annual goals and previous year's results.	\$4,700
Attend Tourism Promotion Committee virtual meeting with TPC (4 total, 1 per quarter)	\$4,000
SUBTOTAL	\$18,190

TOURISM DEVELOPMENT SERVICES: \$1,910**FY 2021-2022**

Deliverables	Budget
Create and strengthen partnerships and relationships with leading DMOs and Wilsonville businesses on the creation of travel and tourism packages. Add packages to website and promote on social media.	\$1,910
SUBTOTAL	\$1,910

TOTAL	\$95,800
CONTINGENCY ALLOWANCE	\$4,200
TOTAL BUDGET	\$100,000

FY 2021-2022: July 1, 2021-June 30, 2022

Page 3

BILLABLE RATES

Additional work performed outside this scope of work will be billed at a blended rate of \$175 per hour.

JayRay Hourly Rate Schedule by Service

Production Design: \$150 | Creative Direction/Graphic Design (Designer): \$175

Web Design/Development: \$150 | Project Management: \$175

Copywriting (social media, marketing, PR): \$175 | Strategy: \$200

Videography: \$165 or \$1,500 day rate | Photography: \$150

ROUNDS OF REVISION

All work includes one round of major revision, or two rounds of minor revisions to stay within budgeted hours.

ADDITIONAL EXPENSES

If appropriate, other expenses are billed at the current U.S. General Services Administration Per Diem Rates for Oregon or other appropriate location for Lodging and Meals & Incidentals.