

**RESOLUTION NO. 2934**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO AMEND 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 extended the time for performance of the agreement with JayRay Ads & PR, Inc. for the yet unused contract amount of up to \$120,000 to continue the agreement for the period of July 1, 2021, through December 31, 2022 on May 3, 2021; and

WHEREAS, the City wishes to amend the agreement with JayRay Ads & PR, Inc. to add the services described in Exhibit 1, in an amount of up to an additional \$50,000, to be performed during the period of January 1, 2022, through June 30, 2022

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

1. The City Manager is authorized to execute a third amendment to the Professional Services Agreement with JayRay Ads & PR, Inc., for the purpose increasing the contract by an amount not to exceed \$50,000 during FY2021/22 for services described in Exhibit 1.

2. The total budget, including the additional services, equals a not to exceed amount of \$350,000 for the performance of the tourism promotion services with all services completed on or before December 31, 2022.

3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 18<sup>th</sup> day of October 2021, and filed with the Wilsonville City Recorder this date.

DocuSigned by:  
*Julie Fitzgerald*  
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Julie Fitzgerald, Mayor

ATTEST:

DocuSigned by:  
*Kimberly Veliz*  
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Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

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

Exhibit:

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

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

**Tourism Promotion and Destination Marketing Project**

This Third Amendment to Professional Services Agreement (“Third 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 City entered into a Second Amendment to Professional Services Agreement (“Second Amendment”) with Consultant on May 10, 2021 which reassessed the City’s tourism promotion activities as a result of the continued COVID-19 Pandemic; and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described; and

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

WHEREAS, Consultant is prepared to provide such Additional Services 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. Additional Services To Be Provided**

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

**Section 2. Time for Completion of Additional Services**

The Additional Services provided by Consultant pursuant to this Third Amendment shall be completed by no later than June 30, 2022.

**Section 3. Compensation**

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FIFTY THOUSAND DOLLARS (\$50,000), for performance of the Additional Services (“Additional Compensation Amount”) which, when totaled with the Compensation Amount, equals a total not-to-exceed amount of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) for the performance of the Services and Additional Services (“Total Compensation Amount”). Consultant’s estimate of time and materials is attached hereto as **Exhibit A**, and incorporated herein by reference.

**Section 4. 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 Third Amendment.

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

**CONSULTANT:**

JAYRAY ADS & PR, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

Employer I.D. No. \_\_\_\_\_

**CITY:**

CITY OF WILSONVILLE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbara Jacobson, City Attorney  
City of Wilsonville, Oregon

## Explore Wilsonville Scope of Work & Budget Detail

### TOURISM PROMOTION AND DEVELOPMENT AND DESTINATION MARKETING SERVICES

Jan. 1-June 30, 2022 Reopening Campaign

August 9, 2021

**BUDGET: \$50,000**

#### REOPENING CAMPAIGN \$50,000 LEVEL

**MARKETING SERVICES: \$35,000**

**SEPT '21-AUG '22**

Deliverables	Budget
Geofencing campaign with SeeSource based on geolocation monthly data subscription to reach those mostly likely to visit Wilsonville. We'll learn who is going to Wilsonville, where they visit when they're here and what they spend money on (12 month subscription beginning Sept. 2021)	
Consumer spending (credit card) data to learn where visitors are spending money (12 months)	\$5,400
Three years of historical data (one-time cost) back to 2018	\$1,000
Analysis of 6 points of interest (hotels, parks, wineries, farms, Bullwinkle's Family Fun Center and entire city limits) and 3 years of historical data	\$15,564
Data we'll gather includes:	
-Map of home location of visitors	
-Daily, weekly and monthly number of unique visitors to each point of interest	
-Daily, weekly and monthly number of total visitors by point of interest	
-Number of visitors by point of interest and by zip code	
-Demographic profile of visitors by zip code	
-% of market (at City, County or zip code level)	
-Increase/decrease of visitors by zip code	
-Spending dashboard	
-Advertising analytics chart	
-Return on investment calculated	
<i>We'll be able to answer: Of those that saw our ads, X visited [a Wilsonville hotel] and [a park] and spent money on x. We'll even be able to learn WHICH Wilsonville hotel through a drill-down data process.</i>	
<i>Allows us to create lookalike audiences based on demographic and psychographic data of past visitors = more precise, better data and smarter marketing strategy</i>	
Project management, set up geofencing locations, reporting and customized dashboards, monthly	\$3,036
<i>Note: use this data and run digital ads (\$11,000 in advertising in existing budget) through SeeSource</i>	
Digital Winter and Spring advertising campaign (Jan-June 2022) to promote Wilsonville hotel packages and overnight stays, positioning Wilsonville an affordable basecamp to the greater Portland area. Additional advertising dollars to reach more people and drive more business to Wilsonville using SeeSource geolocation data and ad placements	\$10,000
Advertising product capabilities include digital display ads, HTML 5, native content, video, connected TV and social media, as well as programmatic	
<b>SUBTOTAL</b>	<b>\$35,000</b>

**PUBLIC RELATIONS SERVICES: \$5,000****JAN-JUNE '22**

<b>Deliverables</b>	<b>Budget</b>
Paid story content partnership with national and regional travel/lifestyle publications to get coverage of Wilsonville in major magazines (digital/print) to align with Winter/Spring ad campaign. Includes story development, coordination and paid placement.	\$5,000
<b>SUBTOTAL</b>	<b>\$5,000</b>

**WEBSITE SERVICES: \$10,000****JAN-JUNE '22**

<b>Deliverables</b>	<b>Budget</b>
Expand Wilsonville trip itinerary content from 10 total trips to a series of 2-3 trips per each category (10 categories currently). Ex: Outdoorsy trip would become a theme with 2-3 itineraries in that theme. Includes research, writing, redesign itinerary pages and content upload.	\$6,000
Monthly blog (Jan-June) to promote winter/spring campaign themes (includes \$500 promotion allowance)	\$4,000
<b>SUBTOTAL</b>	<b>\$10,000</b>

**TOTAL BUDGET** \$50,000