

RESOLUTION NO. 3186

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

WHEREAS, the City Council adopted on May 5, 2014, Resolution No. 2468 approving the *Wilsonville Tourism Development Strategy* (“Strategy”), which set forth a blueprint for implementing a tourism strategy for the greater Wilsonville community, including forming a Destination Marketing Organization (DMO) or committee to develop and promote tourism; and

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 Strategy and develop an annual business plan; and

WHEREAS, the City Council adopted on April 4, 2016, the first annual *FY 2016/17 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program; and

WHEREAS, the City Council has adopted a *Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy* (“Plan”), a business plan for the tourism promotion program for each subsequent year, most recently the City Council on April 7, 2025, Resolution 3194 adopted the Plan for fiscal year 2025-26; and

WHEREAS, the City Council adopted on Feb. 22, 2018, Resolution No. 2669, which approved the *FY 2017/18 & 18/19 Tourism Promotion Marketing Plan* composed of the “FY 2017/18 & 18/19 Marketing Playbook” Plan, dated February 2018, and supporting “Scope of Work 2018/2019 Advertising & Marketing Services,” dated January 19, 2018, to implement the *Wilsonville Tourism Development Strategy*; and

WHEREAS, the City Council adopted on March 19, 2018, Resolution No. 2681 that approved a Tourism Advertising and Marketing Services Professional Services Agreement that exercised a first one-year contract extension with a tourism operations and marketing development consultant that supports implementation Resolution No. 2669; and

WHEREAS, the City Council adopted on December 16, 2019, Resolution 2776 a professional services agreement with JayRay Ads and PR, Inc. to implement the remaining FY 2019/20 and FY 2020/21 Tourism Promotion & Destination Marketing Services Plan; and

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

WHEREAS, the City Council adopted on May 3, 2021, Resolution No. 2891 that authorized the City Manager to execute a second amendment to the Professional Services Agreement with JayRay Ads & PR, Inc., for the purpose of extending the time for performance from July 1, 2021, through December 31, 2022 with contract payments not to exceed \$120,000.00 during FY2021/22 and FY2022/23, and

WHEREAS, the City Council adopted on January 20, 2022, Resolution No. 2944, The City Council approves and authorizes the City Manager to execute on behalf of the City of Wilsonville a Professional Services Agreement with JayRay Ads & PR, Inc., for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Services for the period of July 1, 2022, through June 30, 2023, with contract payments not to exceed \$150,000.00 during FY2022/23; and

WHEREAS, the City Council approved amendment renewals of the contract for up to \$200,000.00 during fiscal year 2023/24 and fiscal year 24/25 not to exceed a total of \$550,000; and

WHEREAS, the City of Wilsonville published a Request for Proposals (RFP) on February 3, 2025, and accepted proposals until 2:00pm on March 3, 2025, and posted a notice in the Daily Journal of Commerce; and

WHEREAS, the City received five responsive proposals which the Tourism Promotion Committee reviewed on March 19, 2025, and interviewed two finalists on April 2, 2025; and

WHEREAS, the City and members of the Tourism Promotion Committee believe that the proposal by JayRay Ads & PR, Inc., provides the needed tourism promotion and development and destination marketing services by City and is in the best interest of the City to continue the tourism-promotion program.

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

Section 1. The City Council approves and authorizes the City Manager to execute on behalf of the City of Wilsonville a Professional Services Agreement with JayRay Ads & PR, Inc., for 'Explore Wilsonville' Tourism Promotion and Development and Destination Marketing Services for the period of July 1, 2025, through June 30, 2028, with contract payments up to \$200,000 per year not to exceed \$600,000, which Professional Services Agreement must be substantially similar to **Exhibit 1** attached hereto and incorporated by reference herein.

Section 2. The City Council approves up to two (2) renewals of the contract for up to \$200,000.00 during FY2028/29 and FY 2029/30 not to exceed a total of \$400,000.

Section 3. Effective Date. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of May, 2025, and filed with the Wilsonville City Recorder this date.

Signed by:

9FC7B198F01449B...

Shawn O'Neil, Mayor

ATTEST:

DocuSigned by:

E781DE10276B498...

Kimberly Veliz, MMC, City Recorder

SUMMARY OF VOTES:

Mayor O'Neil	Yes
Council President Berry	Yes
Councilor Cunningham	Yes
Councilor Dunwell	Yes
Councilor Shevlin	Yes

EXHIBIT:

A. JayRay Ads & PR, Inc. Professional Services Agreement

CITY OF WILSONVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the “Explore Wilsonville” Tourism Promotion and Destination Marketing Services Project (“Project”) is effective as of July 1, 2025 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **JayRay Ads & PR, Inc.**, a Washington corporation (hereinafter referred to as “Consultant”).

RECITALS

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

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

WHEREAS, Consultant is prepared to provide such 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

Section 1. Scope of Work

Consultant shall diligently perform the tourism promotion and destination marketing services according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A**, and incorporated by reference herein (the “Services”).

Section 2. Term

Unless earlier terminated in accordance herewith, the term of this Agreement shall be for a period of three (3) years from July 1, 2025, through June 30, 2028. (“Initial Term”), with two (2) one-year extension options (“Extension Term”), which may be exercised in the City’s sole discretion. Except in the event of an extension of time, agreed to in writing by the City, all Services for the Initial Term must be completed by no later than June 30, 2028, as outlined in the Scope of Work. Any extension option must be exercised by the City, in writing, prior to the expiration of the Initial Term of this Agreement or any subsequent Extension Term.

Section 3. Consultant’s Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials

of Consultant's authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant's Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing, but the City will not be responsible for any additional costs as a result of the Force Majeure event. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000), for performance of the Services ("Compensation Amount") for each year of the Initial Term. Any compensation, in any particular year of the Initial Term, in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. As set forth in **Section 2**, this Contract allows for up to two (2) one-year extensions. The Compensation Amount for each one-year extension shall be on a time and materials basis, guaranteed not to exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000), for performance of the Services for that Extension Term ("Extension Compensation Amount"). Any compensation, in any particular year of that Extension Term, in excess of this amount requires an express written Addendum to be executed between the City and Consultant. The Total Compensation for this Contract, including two extensions, shall not exceed ONE MILLION DOLLARS (\$1,000,000); any compensation in excess of this amount requires an express written Addendum to be executed between the City and Consultant.

4.3 During the course of Consultant’s performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant’s Rate Schedule, as set forth in **Exhibit A**. Any Additional Services beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, a written Addendum executed in compliance with the provisions of **Section 16**.

4.4 Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.5 The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.6 Consultant’s Compensation Amount is all-inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the Oregon Corporate Activity Tax (CAT).

Section 5. City’s Rights and Responsibilities

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 14**.

Section 6. City’s Project Manager

The City’s Project Manager is Zoe Mombert. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant’s Project Manager

Consultant’s Project Manager is Bridget Baeth. In the event that Consultant’s designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the

Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Subcontractors and Assignments

9.1. Unless expressly authorized in **Exhibit A**, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. The City consents to Consultant subcontracting with Datafy LLC. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

9.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours.

9.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 10. Consultant Is Independent Contractor

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner

or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

Section 11. Consultant Responsibilities

11.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

11.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers' compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

11.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to "subcontractor" mean a subcontractor at any tier.

Section 12. Indemnity

12.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere

to the standards of performance and care described in **Subsection 12.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City's defense but will be required to reimburse the City for the City's defense costs incurred in any litigation resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

12.2. Standard of Care. In the performance of professional services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 13. Insurance

13.1. Insurance Requirements. Consultant must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents or subcontractors with which Consultant contracts for any portion of the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance of this Agreement:

13.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

13.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the work hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date

effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

13.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

13.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

13.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

13.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing any of the Services contemplated under this Agreement.

13.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured

Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

13.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 14. Early Termination; Default

14.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

14.1.1. By mutual written consent of the parties;

14.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

14.1.3. By Consultant, effective upon seven (7) days prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

14.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, which agreed upon extension must be in writing and signed by the parties prior to the expiration of the cure period. Unless a written, signed extension has been fully executed by the parties, if Consultant fails to cure prior to expiration of the cure period, the Agreement is automatically terminated.

14.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

14.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment.

Section 15. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 16. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 17. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of this Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 18. Property of the City

All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, tracings, maps, surveying records, mylars, modeling, data generation, papers, diaries, inspection reports, photographs, and any originals or certified copies of the original work forms, if any, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 19. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
Attn: Zoe Mombert, Assistant to the City Manager
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: JayRay Ads & PR Inc.
Attn: Bridget Baeth
1102 A Street Suite 300 #311
Tacoma, WA 98402

Section 20. Miscellaneous Provisions

20.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these or any other documents, the provisions of this Agreement shall control, and the terms most favorable to the City, within the City's sole discretion, will apply.

20.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

20.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

20.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer

and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

20.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

20.6. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

20.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

20.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

20.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

20.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

20.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

20.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is

set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

20.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

20.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

20.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

20.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

20.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party, and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

20.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

20.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

20.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

[Signature page(s) follow.]

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

CONSULTANT:

JAYRAY ADS & PR INC.

CITY:

CITY OF WILSONVILLE

By: _____

Print Name: _____

As Its: _____

EIN/Tax I.D. No. _____

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Name: _____

Title: Legal Counsel for the City

SCOPE OF WORK

FY 2025-2026

Marketing Services (Includes Collateral, Shipping/Distribution)		Cost
<ul style="list-style-type: none">Media buying: Identify advertising opportunities, negotiate favorable rates, identify insertion dates based on editorial calendar, define ad specs, oversee design and production, and upload ads to publications.		\$1,160
<ul style="list-style-type: none">Art and creative direction, including concepts for an off-season marketing campaign running Winter through Spring (when hotels need the most support to attract heads in beds).		\$3,430
<ul style="list-style-type: none">Ad design, production and copywriting — this includes landing page design and copy for campaigns/marketing collateral (e.g., visitor guide brochure with locator map).		\$13,150
<ul style="list-style-type: none">Advertising allowance to reach target markets and grow followers. Primary focus on digital ads, geolocation marketing, Travel Oregon Visitor Guide and PNW-based leisure publication. Work with partners/regional DMOs on co-op ad buys/joint promotion efforts as available.		\$24,210
<ul style="list-style-type: none">Geolocation Datafy subscription to include custom analysis dashboard for six clusters (hotels, parks, attractions, high-visitation areas, etc.). Track points of interest with charts, graphs, maps and historical data. Includes quarterly report reflecting visitor data (number of visits, geographic markets, spending, hotel stays and more) with access to live dashboard.		\$21,720
<ul style="list-style-type: none">Geofencing management and data analysis, including monthly meeting with Datafy.		\$4,440
<ul style="list-style-type: none">Marketing collateral print allowance (e.g., FY 25-26 leisure brochure).		\$2,400
<ul style="list-style-type: none">Certified Folder poster display at I-5 French Prairie Rest Area, northbound (use poster from FY 24-25). Distribute visitor guide brochure at Oregon Welcome Centers and the Portland Visitor Center (cost includes freight and shipping to outlets as contracted by CF).		\$4,140
<ul style="list-style-type: none">NEW: Email marketing campaign. Build visitor contact list through geolocation marketing ads, develop template and draft content for monthly email distribution. Includes fees for the MailChimp email platform.		\$5,140
<ul style="list-style-type: none">NEW: Run a Google Ads campaign to increase traffic to the website during shoulder seasons.		\$6,420
Subtotal:		\$86,210

Exhibit A - Scope of Work





SCOPE OF WORK

FY 2025-2026

Website Services	Cost
<ul style="list-style-type: none">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) and SEO plug-in. <i>Includes domain name & SSL Certificate renewals for ExploreWilsonville.com</i>Provide ongoing content maintenance (events calendar, business listings) for up to six hours a month. Update itineraries once per year, including maps and graphics. A searchable events calendar (filtered by event length, category, price and city) will feature community and tourism events occurring 24 miles south, east and west of Wilsonville and 5 to 15 miles north.Develop a campaign landing page to track advertising using FB Pixels/UTMs.Website content development (seasonal homepage image and copy; featured landing pages and travel blog (NEW: four stories "blogs" written by guest travel writers) is changed and maintained every quarter. Guest travel writers are paid roughly \$500/blog to share their authentic experiences in Wilsonville. Content can then be shared on the website, social media and through e-newsletters to grow interest and engagement.NEW: Run technical/accessibility site audit using axe DevTools quarterly and address any issues in quarterly reports. Leverage built-in SEO premium Yoast plug-in to refine content based on keywords research and run insights report.	<div>\$5,400</div> <div>\$13,370</div> <div>\$1,370</div> <div>\$5,160</div> <div>\$1,532</div>

Subtotal: \$26,832

Exhibit A - Scope of Work

SCOPE OF WORK

FY 2025-2026

Social Media Services	Cost
<ul style="list-style-type: none">Write and produce social content following social media strategy/editorial calendar, posting three times per week on Instagram, Facebook and Pinterest. Includes one round of revision; content produced for four weeks at a time.Provide "day-to-day" community management and engagement (schedule and post content on three channels, find photos from followers to share, grow followers and respond to comments/messages). Reshare content from local businesses, including stories on Instagram throughout each week.Ad allowance to increase website traffic/grow social media followers among target audience. Includes a mix of boosted organic posts and social ads.	<div>\$15,840</div> <div>\$7,040</div> <div>\$2,616</div> <div>Subtotal: \$25,496</div>

Exhibit A - Scope of Work

Public Relations Services	Cost
<ul style="list-style-type: none">Continue software subscription to robust Cision Media Database (\$1,000 annually—a \$10,000 savings by splitting the cost with other JayRay clients) to provide monthly monitoring, media contact lists, distribution (AP Wire available) and reporting.Subscribe to database of relevant reporter inquiries, respond to media content/photo requests and opportunities. Monitor on a weekly basis.Develop an annual story calendar with tourism media lists for four approved themes, with corresponding tactics including media pitches and news releases. Quarterly, conduct targeted PR outreach and provide ongoing media follow-up.Micro influencer/travel blogger campaign (bring two IG influencers with travel blogs, each tasked to promote a different Wilsonville itinerary during shoulder season). Includes influencer selection, contracts, itinerary building, services fee (\$1,500 each) and hosting.Media hosting allowance for additional FAMS and approved media visits.Attend media conference to pitch Explore Wilsonville content to travel writers in person (e.g., Travel & Words, PRSA, IMM TravMedia Summit).	<div>\$1,000</div> <div>\$2,520</div> <div>\$12,600</div> <div>\$6,240</div> <div>\$1,200</div> <div>\$5,760</div>

Subtotal: \$29,320



SCOPE OF WORK

FY 2025-2026

Management Services	Cost
<ul style="list-style-type: none">• Management of the overall tourism promotion and destination marketing program (includes workplan and monthly virtual meetings to encompass strategy decisions) with City staff. Follow operating procedures/systems in conjunction with City staff for public communications to respond timely in various preferred methods (e.g., email, online, phone, mail, in-person).	\$9,780
<ul style="list-style-type: none">• Accounting for itemized expenses, invoiced monthly (no charge).	\$0
<ul style="list-style-type: none">• The annual STR (soon CoStar) hotel report data subscription renewal for Wilsonville is for 2026 (costs are increasing with the CoStar merger; consider splitting with the City of Wilsonville).	\$2,640
<ul style="list-style-type: none">• Renew memberships to Travel Oregon, Travel Portland and Oregon Destination Association as agreed upon. Review and consider annually as opportunities arise.	\$1,440
<ul style="list-style-type: none">• Provide a quarterly report (roughly 20 pages) of key performance indicators (KPIs) for contracted services, including website, marketing/advertising, social media, geolocation data and PR. Reports include STR hotel data (occupancy, revpar, demand, revenue) and a high-level dashboard to track progress against annual goals and the previous year's results. Includes a 2025 annual report (roughly 10 pages).	\$5,380
<ul style="list-style-type: none">• Conference attendance at one Oregon destination marketing conference (e.g., ODA, Oregon Governor's Conference on Tourism). The allowance covers conference expenses. No charge for JayRay time.	\$1,200
<ul style="list-style-type: none">• Attend Tourism Promotion Committee meetings (up to four virtual meetings based on the current contract). In-person attendance may be requested in advance and billed under Reserve/Contingency.	\$4,100
Subtotal:	\$24,540

Exhibit A - Scope of Work



SCOPE OF WORK

FY 2025-2026

Reserve/Contingency (Includes Photographic & Video Services)		Cost
Consider the following destination marketing marketing opportunities for reserve/contingency fund use, if not otherwise needed throughout the year:		TBD
<ul style="list-style-type: none">• Arrange for a new photography/video shoot of attractions and events as needed. Includes models and releases and full, unlimited usage rights (\$5,000-\$7,500).• Develop an industry webpage to gather giveaways (products, experiences) from local/regional businesses to feature in seasonal social media/email marketing contest giveaways. Includes form development to submit item(s) and timing preference. Align contest themes with the annual editorial calendar and promote via marketing channels. (\$3,600). <i>Note: this would also be a good tool to gather any tourism packages that partners would be willing to collaborate on (for example, Holiday Inn and Lady Hill Wine Package) that we could support with "Book now" promotions in email marketing and social media.</i>• Create an accessible travel itinerary, highlighting places in and around Wilsonville that meet and exceed accessibility standards. Includes write-up, images and map of each point of interest (\$2,400).• Create a Willamette Valley blooms itinerary, highlighting flower fields (which have been Wilsonville's top searched content) in the area by season. The itinerary includes a write-up, images and a map of each point of interest (\$2,400).• Freshen up itineraries that are now "light" due to business closures (e.g., dog-friendly trips, gift-givers guide) (\$1,200).• Purchase an asset management library (\$5,000-\$12,000/year with CrowdRiff) to store/organize Explore Wilsonville images and video, making them more easily accessible to City and industry partners with detailed licensing for each asset. Consider splitting fees with the City.		TBD

Subtotal: \$7,602

Exhibit A - Scope of Work



INVESTMENT SUMMARY

FY 2025-2026

Tourism Promotion and Destination Marketing Services	
Marketing Services	\$86,210
Website Services	\$26,832
Social Media Services	\$25,496
Public Relations Services	\$29,320
Management Services	\$24,540
Reserve/Contingency	\$7,602
ANNUAL PROJECT TOTAL	
\$200,000	

Exhibit A - Scope of Work

Billing Cadence

We bill monthly for services provided the prior month.

Rate Schedule

Principal: \$210/hour | account lead
Senior Advisor: \$200/hour | PR strategist
Advisor: \$185/hour | digital content manager | art director
Assistant Advisor: \$165/hour | data & website coordinator

Experiential Visit

During the first quarter, three JayRayers will visit Wilsonville to experience newly opened businesses and top attractions through the eyes of visitors. We will not charge for our time; we bill for outside travel costs, which are often waived by partner hosting.