

RESOLUTION NO. 2758

A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE FY 2019/20 FIVE-YEAR ACTION PLAN AND ANNUAL ONE-YEAR IMPLEMENTATION PLAN FOR THE WILSONVILLE TOURISM DEVELOPMENT STRATEGY AND HALF-YEAR FY 2019/20 TOURISM PROMOTION & DESTINATION MARKETING SERVICES PLAN.

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 adopted on June 19, 2017, the second annual rolling *FY 2017/18 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, as part of the implementation of the Plan, the City undertook a competitive formal procurement process in 2017 to contract with a tourism development and operations consultant with an option for two (2) one-year contract extensions, and upon completion of the formal procurement process, the City awarded the contract to Vertigo Marketing, LLC; 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 July 16, 2018, Resolution No. 2699 the third annual rolling *FY 2018/19 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 Tourism Promotion Committee fulfilled, during FY 2018/19, all of the requirements set forth in the founding charter of the Tourism Promotion Committee as described in Resolution No. 2468; and

WHEREAS, the Tourism Promotion Committee worked to produce and voted unanimously on May 21, 2019, to recommend to the City Council adoption of the updated, fourth annual rolling *FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy*, a business plan for the tourism promotion program; and

WHEREAS, the Tourism Promotion Committee worked with the tourism operations and marketing development consultant to develop and refine a tourism promotion marketing plan and voted unanimously on May 21, 2019, to recommend to the City Council adoption of a professional services agreement to implement the updated FY 2019/20 Tourism Promotion & Destination Marketing Services Plan; and

WHEREAS, the tourism-promotion marketing contractor, Vertigo Marketing, LLC, announced to City in early June 2019 that the firm was dissolving and would be unable to provide desired tourism-promotion marketing services for FY19/20; and

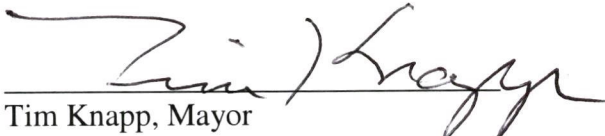
WHEREAS, the City and Tourism Promotion Committee timely seek to continue the momentum of the “Explore Wilsonville” tourism-promotion program and invited and received proposals from the principals of Vertigo Marketing, LLC, who composed the FY 2019/20 Tourism Promotion & Destination Marketing Services Plan approved the Committee, to implement an abbreviated, six-month FY 2019/20 Tourism Promotion & Destination Marketing Services Plan for the period of July 1 through December 31, 2019; and

WHEREAS, the City and chairs of the Tourism Promotion Committee believe that the proposal by Velocity Tourism, LLC, provides the needed tourism-promotion marketing services by City and is in the best interest of the City to continue the tourism-promotion program;

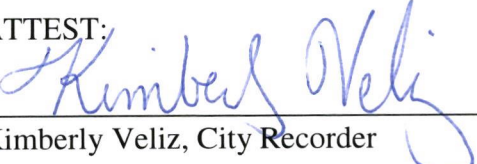
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council adopts *FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy*, attached hereto as Exhibit 1.
2. The City Council approves and authorizes the City Manager to execute on behalf of the City of Wilsonville a Professional Services Agreement with Velocity Tourism, LLC, to implement the Scope of Work outlined in the Half-Year FY 2019/20 Tourism Promotion & Destination Marketing Services Plan within the tourism operations and marketing development consultant scope, in substantially similar form to the Professional Services Agreement attached hereto as Exhibit 2 with the term of the agreement ending on December 31, 2019, with a contract payment is not to exceed \$100,000.00.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 15th day of July, 2019, and filed with the Wilsonville City Recorder this date.


Tim Knapp, Mayor

ATTEST:


Kimberly Veliz, City Recorder

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes

Exhibits:

1. FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy, May 21, 2019
2. Professional Services Agreement to implement the Scope of Work outlined in the Half-Year FY 2019/20 Tourism Promotion & Destination Marketing Services Plan



FY 2019/20 Five-Year Action Plan and Annual One-Year Implementation Plan for the Wilsonville Tourism Development Strategy



May 21, 2019

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A. Introduction

The Wilsonville Tourism Promotion Committee on May 21, 2019, recommended for adoption to the City Council the fourth rolling Five-Year Action Plan and Annual One-Year Implementation Plan (also known as the “1/5-Year Action/Implementation Plan”) for FY 2019/20. Each year, the committee updates the plan to account for work accomplished during the prior year and to plan for the following year-plus time period.

Members of the committee have worked diligently to advance the objectives of the Council as outlined in the past year’s FY 2018/19 Five-Year Action Plan and Annual One-Year Implementation Plan; Resolution No. 2541 (2015), which created the City’s Tourism Promotion Program; and the *Wilsonville Tourism Development Strategy* adopted by Council in May 2014.

B. Tourism Promotion Committee Members

Housed in the Parks and Recreation Department with support from the City Manager’s Office, the Wilsonville Tourism Promotion Committee is composed of the 11 members total, with seven voting positions and five ex-officio advisory positions, as established by Resolution No. 2541, sorted descending alphabetically by last name.

The seven voting members of the committee include:

- **Jeff Brown:** General Manager of Hotel Eastlund, Portland; reappointed to Position No. 3 in August 2017 to full three-year term ending 6/30/20.
- **Darren Harmon, Chair:** General Manager of Family Fun Center; reappointed to Position No. 5 in August 2018 to full three-year term ending 6/30/21.
- **Al Levit:** Retired resident, former bike club coordinator and former City of Wilsonville Planning Commissioner; reappointed to Position No. 4 in August 2017 to full three-year term ending 6/30/20.
- **David Stead:** General Manager of Langdon Farms Golf Club; reappointed to Position No. 6 in August 2018 to full three-year term ending 6/30/21; resigned April 2019; position recruitment under way.
- **Brandon Roben:** CEO of Oaks Amusement Park, Portland; appointed mid-term in December 2017 to Position No. 2 with term ending 6/30/19; has applied for reappointment to term ending 6/30/22.
- **Dave Pearson, Vice-Chair:** Executive Director, World of Speed Motorsports Museum; appointed mid-term in January 2018 to Position No. 1 with term ending 6/30/19; has applied for reappointment to term ending 6/30/22.
- **Beth Price:** Director of Sales and Marketing for Holiday Inn Hotel & Convention Center Portland South/Wilsonville; appointed mid-term in March 2019 to Position No. 7 with term ending 6/30/2021.

The committee includes five non-voting, ex-officio advisory members composed of:

- **Clackamas County Tourism and Cultural Affairs**, dba Oregon’s Mt Hood Territory: Danielle Cowan, Executive Director, or designee, including Samara Phelps, Tourism Development Lead; or Jim Austin, Community Relations Lead.

- **Washington County Visitors Association (WCVA):** Carolyn McCormick, President/CEO, or designee Sylke Neal-Finnegan, Vice President of Marketing & Communications.
- **Wilsonville Area Chamber of Commerce:** Kevin Ferrasci O'Malley, CEO.
- **City of Wilsonville Parks and Recreation Dept.** Mike McCarty, Director, or designee Brian Stevenson, Recreation Manager; or Erica Behler, Recreation Coordinator.
- **City of Wilsonville City Council:** Councilor Charlotte Lehan, who also serves as the City Council liaison to the committee.

C. Committee Meetings

The committee met on six occasions in FY 2018-19, surpassing the minimum required four meetings per fiscal year pursuant to Resolution No. 2541. Meeting of the committee were held on Sept. 21, Nov. 20, and Dec. 20, 2018; and Feb. 21, March 21 and May 21, 2019. A meeting held on April 11, 2019, did not constitute a quorum for committee action.

D. Advancing Tourism Development Priorities

The Committee continued to work on the Top-16 priorities, as determined by the committee during the first year of work during FY15/16, of 50 total potential 'actions for success' outlined in the *Tourism Development Strategy* adopted by Council in May 2014.

Tourism Development Strategy: Top Priorities and "Themed Issues" for Additional Work

Strategy No.	Strategy Title / Description
1.1	Establish an Independent 501 (c) (6) Not-for-Profit DMO to be named Visit Wilsonville, now Explore Wilsonville. [<i>Create the organizational framework</i>]
1.3	Increase the Allocation of the Hotel/Motel Transient Lodging Tax (TLT).
1.5	Review Wilsonville Tourism Grants Program.
1.7	Initiate ongoing partnership and relationship-building programs.
2.1	Develop a destination branding strategy for Wilsonville.
5.1	Establish a stand-alone Wilsonville tourism website.
5.2	Introduce an ongoing internet marketing campaign.
5.3	Develop social media programs relevant to key markets.
5.4	Develop database and email marketing programs.
5.5	Optimize the online use of video.
5.6	Optimize linking strategies.
5.11	Develop and maintain a library of high-quality images and videos.
5.12	Optimize the use of website and social media analytics.
5.13	Develop an active content management and co-op marketing program.
5.14	Increase public awareness of the benefits of tourism.
5.16	Conduct ongoing visitor-satisfaction research.

E. Past Year's Accomplishments, FY 2018/19

The Tourism Promotion Committee had a successful year, advancing key objectives as set-out in the prior fiscal year's plan, the FY 2018/19 Five-Year Action Plan and Annual One-Year Implementation Plan adopted by the City Council through Resolution No. 2699 on July 16, 2018.

Following is an accounting of accomplishments achieved towards meeting FY18/19 objectives.

- **Recruit to fill all voting positions for the Tourism Promotion Committee.**

In March 2019, the committee membership reached full voting membership participation with appointment of Beth Price to Position No. 7, which had been vacant during the fiscal year.

- **Elect chair/vice-chair leadership positions.**

Darren Harmon was elected as Chair and Dave Pearson as Vice Chair during the first meeting of the new fiscal year in September 2018.

- **Committee continues to oversee tourism grant programs.**

The Committee oversaw the tourism grant review and award process for both the City of Wilsonville Community Tourism Matching Grant program and the Clackamas County Tourism Community Partnership Program.

In March 2019, the committee reviewed grant applications, interviewed applicants and awarded a total of \$45,000 in grants to assist seven local organizations in hosting events and attractions that attract visitors.

City of Wilsonville Community Tourism Grant Awards — \$25,000

- *Fun in the Park*: \$9,000 to produce the 18th annual Fun in the Park festival on Aug. 3.
- *Brews for Community*: \$5,000 to produce the Wilsonville Brewfest summer event showcasing Oregon breweries on Aug. 10.
- *Wilsonville Arts & Culture Council*: \$5,000 for hosting the Wilsonville Festival of the Arts on June 1-2.
- *Wilsonville Rotary Foundation*: \$4,000 to support Wilsonville Rotary's production of a four-show Summer Concert Series, July 18-Aug. 8.
- *Wilsonville Bicycle Events*: \$2,000 to produce the Salmon Cycling Classic, a bike ride/dinner event on June 29 to support construction of a bike/pedestrian bridge over I-5.

Clackamas County Tourism Community Partnership Program Grant Awards — \$20,000

- *Wilsonville Bicycle Events*: \$12,500 to provide event advertising and marketing support for the June 29 Salmon Cycling Classic event, which begins and ends at Memorial Park and includes 50K, 60K and 80K courses.
- *MeSheWe Run*: \$5,000 to provide marketing support for an untimed women's running event in Wilsonville on June 1 that offers participants a half-marathon, 10k or team relay run.
- *Wilsonville Lacrosse*: \$2,500 for marketing and additional support for Wilsonville Lacrosse to support the "Battle at the Bridge" youth lacrosse tournament at Wilsonville High School on June 8.

- **Tourism Development and Operations Consultant contractor advances components of the Tourism Promotion Marketing Plan.**

The Tourism Development and Operations Consultant contractor worked closely with the committee over the course of several months to develop an integrated Tourism Promotion Marketing Plan, which is composed of:

1. The overarching FY17/18 & 18/19 “Marketing Playbook” dated February 2018; and
2. The implementing Scope of Work for specific Advertising & Marketing Services dated January 19, 2018.

The “Marketing Playbook” Plan, was approved by the Committee on January 30, 2018, to guide tourism promotion efforts through FY 2018/19. This marketing plan includes background information on tourism’s economic impact of visitor expenditures, a plan for tourism promotion for Wilsonville using print and online advertising, a set of goals and objectives, a Strength-Weaknesses-Opportunities-Threat (SWOT) analysis, metrics of success, a logo and style branding guide and ad campaigns and media buys.

The Tourism Development and Operations Consultant contractor also developed a scope of work for specific Advertising & Marketing Services that implements the overarching “Marketing Playbook” Plan. The Advertising and Marketing Services Scope of Work was approved by the Tourism Promotion Committee on December 12, 2017, and subsequently amended in part on January 19, 2018, for the remainder of FY 17/18 and all of FY 18/19.

The Tourism Promotion Marketing Plan was adopted by the City Council under Resolution No. 2669 on Feb. 22, 2018, and the implementing Advertising & Marketing Services professional services agreement under Resolution No. 2681 on March 19, 2018.

- **The committee monitors implementation of the Tourism Promotion Marketing Plan, including features and operation of the tourism website.**
- **Internet/website and social media products are researched and reviewed by staff/contractor with committee to target product recommendation and selection.**

The committee has been instrumental in both monitoring the implementation of the larger marketing plan, and also specifically the www.ExploreWilsonville.com website. Committee members have made along the way key observations and recommendations for improvement of the marketing plan and website.

The Tourism Development and Operations Consultant contractor developed and launched a new marketing campaign during 2018 that includes a new brand and tagline, “A Pocket (of Fun),” an extensive website, www.ExploreWilsonville.com, and a “Pocket Trip” set of visitor guides promoting a variety of themed day trips within a 25-mile radius that feature Wilsonville as the base from which to explore regional attractions.

Committee members suggested potential destinations, and the Tourism Development and Operations Consultant contractor conducted additional research to devise a variety of pre-planned itineraries that revolve around a particular interest or activity.

A total of 12 themed “Pocket Trip” categories include detailed stories with suggested itineraries featuring things to do in and around the Wilsonville area, ranging from “Plan a Family Fun Day in Wilsonville” to “Frolicking Through French Prairie” to “A Day on the Willamette River.”

The 12 current “Pocket Trip” themes are:

- | | |
|-----------------------|--------------------------------|
| 1. Eat & Drink | 7. Outside Fun |
| 2. Family Time | 8. Art & Music |
| 3. Shopper’s Delight | 9. A Lil’ Bit of Country |
| 4. Farmlandia Fun | 10. Finer Things |
| 5. History & Heritage | 11. Unique Meeting Spots |
| 6. Inside Fun | 12. Build-Your-Own Pocket Trip |

The tourism website, ExploreWilsonville.com, has continued to be revised and updated. The Tourism Development and Operations Consultant contractor completed a re-design of the website in September 2018. Major revisions to the website include creating and populating custom directories of events, hospitality businesses and tourism attractions (rather than using outside commercial sites like Yelp.com) that provide greater functionality and also a consistent style and look based on the adopted Marketing Playbook.

As part of the process to develop marketing collateral, the Tourism Development and Operations Consultant contractor retained professional models and photographers for several picture-taking sessions at Wilsonville-area attractions and events. This process provided Explore Wilsonville with high-quality, original photos that are free of license fees and other royalty payments and have not been used by others.

- **Committee develops evaluation criteria for Consultant work performance and Benchmark tourism metrics to establish baseline for future quarterly reports.**

The committee is currently in the process of working with the Tourism Development and Operations Consultant contractor to develop a standardized quarterly report with specific performance metrics. The committee is looking at various metrics to measure Explore Wilsonville’s success at effectively promoting the brand and Wilsonville as a visitor’s destination, increasing website and social media traffic, generating leads for follow-up, growing overall lodging occupancy and revenue, and ultimately increasing the generation of transient lodging tax to the City.

The Tourism Development and Operations Consultant contractor commenced a subscription for the City to Smith Travel Research (STR), which provides monthly overnight lodging industry metrics on occupancy and revenue based on aggregated data of participating hotels and motels. In addition to obtaining STR data for Wilsonville lodging properties, the committee worked with the Tourism Development and Operations Consultant contractor to identify a ‘comparable’ market, Troutdale, by which to compare Wilsonville’s metrics.

The Tourism Development and Operations Consultant contractor is also working with the Finance Department to obtain regular, quarterly reports of transient lodging tax revenue. The City’s lodging tax collection data is generally available on quarterly basis one month after the close of the quarter.

- **New tourism promotional programs are implemented with key partners.**

The Tourism Development and Operations Consultant contractor is working with regional/state tourism partners for marketing promotion efforts, including Travel Oregon, Travel Portland, Clackamas County Tourism and Cultural Affairs (dba Oregon’s Mt. Hood Territory) and

Washington County Visitors Assn. These joint efforts include purchase of print and online advertising and sharing of travel research.

Additionally, the Tourism Development and Operations Consultant contractor is working with private vendors such as AAA and Sunset Magazine to place advertisements in print and online products that also generate lead-requests for information about visiting Wilsonville.

The Tourism Development and Operations Consultant contractor worked with Parks and Recreation Administration staff to develop fulfillment procedures for lead requests that involved mailing Pocket Trips brochures and responding verbally and in writing to visitor-information requests.

- **Committee develops and recommends to City Council for adoption the update to the FY 18/19 Five-Year Action Plan and Annual One-Year Implementation Plan.**

The committee developed and recommended to City Council adoption of the FY18/19 update to the tourism business plan known as the FY18/19 Five-Year Action Plan and Annual One-Year Implementation Plan (also known as the “1/5-Year Action/Implementation Plan”). The Council adopted this plan through Resolution No. 2699 on July 16, 2018.

- **The visitor profile study (item G 3.1) is to completed and results analyzed by the end of June 2019; consideration is given to modifying components of the Tourism Promotion Marketing Promotion Plan based on results of the survey**

The City budgeted an additional \$60,000 to undertake the Visitor Profile Study project in FY18-19. The City contracted with the Tourism Development and Operations Consultant contractor to work with subcontractor RRC Associates, which City Parks and Recreation Department has use previously for other parks studies that fed into parks master plans. The Tourism Development and Operations Consultant contractor and RRC Associates worked together to strategize with committee members for questions and locations for on-site intercept questionnaires of visitors to Wilsonville-area attractions and events.

The Visitor Profile Survey is composed of two components:

1. Summer months survey that occurred April through September 2018
2. Winter months survey that is occurring November 2018 through April 2019.

The final, cross-tabulated results and report of the summer survey was released in December 2018; the winter survey is anticipated to be released initially as raw data in May 2019 and a final summer and winter surveys report in June 2019.

The summer survey has provided significant insight and confirmation of key components of the May 2014 *Tourism Development Strategy* and the subsequent marketing-promotion plans developed by the committee and the Tourism Development and Operations Consultant contractor Vertigo Marketing. Some of the key take-aways include: Higher-than-average visitor income for visitors to Wilsonville compared to the state average; Families with children compose a significant percentage of visitors (54%), confirming a focus to promote family-oriented activities; and the 35- to 44-year-old demographic comprises the largest share of overnight visitors.

- **The committee advances a feasibility study for all-weather or indoor, multi-purpose athletic facility (item G 3.2) this year or next.**

The committee, staff and consultants' plates were full, and this next study was tabled until the following fiscal year, FY19-20.

- **Committee monitors and participates in Town Center Plan redevelopment effort.**

The committee monitored and participated in providing feedback to the Planning Division on the Town Center Plan redevelopment effort. Members of the committee were invited to Town Center Plan meetings, including a major conference held with businesses and developers at the Town Center movie theatre on October 11, 2018.

F. Five-Year Action Plan for Tourism Development: FY2019/20 – FY2023/24

The longer-range five-year plan recommended by the committee focuses on developing the organizational infrastructure, advancing the marketing/promotion program for Explore Wilsonville tourism-development efforts, and researching larger study-efforts to advance tourism such as the visitor profile survey.

This third, rolling annual one-year implementation action plan follows directly from the committee's review of the most-pressing, "Top Priorities." While the committee recognizes that adjustments are to be made to the longer-range plan via annual 'course corrections,' the five-year plan is outlined below in fiscal years, July 1 of one year to June 30 of the following year.

Year 1 FY 2019/20

1. Conduct Tourism Promotion Committee Business

- **Leadership, Meetings:** Continue recruitment efforts to fill all voting positions for the Tourism Promotion Committee. Elect committee chair/vice-chair leadership positions.
 - **Tourism Grant Programs:** Committee continues to oversee City and County tourism grant programs.
 - **Business and Marketing Plans:** Tourism Development and Operations Consultant contractor advances components of the Tourism Promotion and Destination Marketing Plan that the committee monitors implementation of. Committee develops and recommends to City Council for adoption the update this business plan as the new FY20/21 Five-Year Action Plan and Annual One-Year Implementation Plan.
 - **Staffing Resource:** Committee to consider in conjunction with City Council and management potential addition of dedicated staffing for tourism and cultural affairs, as per recommendation of *Tourism Development Strategy* and pending *Community Investment Strategy for Arts, Heritage and Culture*. Related to staffing or organizational development, committee to discuss potential evolution to independent, nonprofit Destination Marketing Organization (DMO) as called for in the *Tourism Development Strategy*.
2. **Implement the FY19/20 Tourism Promotion Program:** Committee finalizes evaluation criteria for Consultant work performance and Benchmark tourism metrics to establish baseline for future quarterly reports. The visitor profile study (item G 3.1) summer and winter survey report results are analyzed with consideration given to modifying components of the Tourism Promotion Marketing Promotion Plan based on results of the survey. The committee works with staff to undertake RFQ process to vet and select tourism promotion-marketing communications vendor proposals.
3. **Advance Study Effort for City to Enhance Tourism Development:** The committee advances through Parks and Recreation a feasibility study for a year-round, multi-purpose facility (item G 3.2) this year. The envisioned facility would be capable of handling court sport tournaments (basketball, volleyball, etc), conferences, trade shows and live entertainment.

- Year 2
FY 2020/21**
- Potential new staff position works with Tourism Development and Operations Consultant contractor to advance Tourism Promotion Program.
 - New tourism promotional programs are implemented with key partners.
 - One of two recommended studies are commenced, either destination marketing strategy plan (item G.3.3) or hotel/conference center feasibility study as follow-up to Town Center Master Plan redevelopment project (item G 3.4)

- Year 3
FY 2021/22**
- Tourism Development and Operations Consultant contractor continues to advance Tourism Promotion Program as outlined in the Plan.
 - Internet/website and social media products are researched and reviewed by staff/contractor with committee to target product recommendation and selection.
 - One of two recommended studies are commenced, either destination marketing strategy plan (item G.3.3) or hotel/conference center feasibility study as follow-up to Town Center Master Plan redevelopment project (item G 3.4)

- Year 4
2022/23**
- Tourism Development and Operations Consultant contractor continues to advance Tourism Promotion Program as outlined in the Plan.
 - Website is further refined and major marketing promotion continues.
 - New tourism promotional programs are implemented with key partners.
 - Committee recommends to Council to advance formation of nonprofit DMO.

- Year 5
2023/24**
- Tourism Development and Operations Consultant contractor continues to advance Tourism Promotion Program as outlined in the Plan.
 - Committee obtains legal assistance; reviews federal and state requirements for forming 501(c)(6) nonprofit DMO called “Explore Wilsonville”; creates bylaws.

G. Annual One-Year Implementation Plan: FY19/20, July 2019 – June 2020

The fourth, rolling one-year implementation plan seeks to advance the top priorities of the larger five-year action plan. Next fiscal year's work plan is segmented into three main sections:

1. Conduct Tourism Promotion Committee Business: The committee executes all Council-mandated activities, including:

- **Leadership:** Elect a chair and vice chair at the first meeting of the new fiscal year.
- **Meetings:** Hold at least four meetings with quorum attendance during the fiscal year.
- **Tourism Grant Programs:** Oversee the application process and grant awards of the tourism grant programs, including the City Community Tourism Grant Program and Clackamas County Tourism Community Partnership Program.
- **Business and Marketing Plans:** Work with staff and consultant to draft for City Council adoption an updated version of the Five-Year Action Plan and Annual One-Year Implementation Plan and the Tourism Promotion and Destination Marketing Plan for FY20/21.

Staffing Resource: A draft plan, *Community Investment Strategy for Arts, Culture and Heritage*, undertaken as part of the City's 2017-19 Community Enhancement Program and 2019-20 City Council Goals adopted on May 20, 2019, reflect a City Council priority for creating a staff position tentatively called Tourism and Cultural Affairs Coordinator in the Parks and Recreation Department. This new position would assume extra duties carried by current staff and provide additional horsepower for Wilsonville tourism and related cultural affairs. Specifically, duties for the new position could include staffing the committee; managing the tourism grants process; working more intensely with the Tourism Development and Operations Consultant contractor to extend work-product impact; and interacting with local businesses and regional/state/international cultural-exchange and Sister City organizations and tourism partners to further relationships and create new promotional campaigns that generate economic activity in the Wilsonville area. The committee works with staff and City Council Liaison to refine a position description and job duties for a potential Tourism and Cultural Affairs Coordinator position for consideration by management to be added in the FY19/20 or FY20/21 budget cycle.

The committee seeks additional resources to advance the tourism promotion program. In relation to the larger Tourism Development Strategy No. 1.1, "Establish an Independent 501 (c) (6) Not-for-Profit DMO to be named Visit Wilsonville, now Explore Wilsonville. [Create the organizational framework]," the committee also seeks to discuss how a City-staffed program could evolve into an independent Destination Marketing Organization (DMO).

2. Implement the FY19/20 Tourism Promotion Program: The committee works with staff of the City Manager's Office and Parks & Recreation Dept. and Tourism Development and Operations Consultant contractor to advance both the larger FY19/20 Five-Year Action Plan and Annual One-Year Implementation Plan and the more specific FY19/20 Tourism Promotion and Destination Marketing Plan.

Since FY 19/20 is the second, last year of optional professional services agreement renewal for tourism promotion and marketing communications services, the committee plans to work with staff to undertake an RFQ process to vet and select tourism promotion-marketing communications vendor proposals and make a recommendation.

Specific components of the FY19/20 Tourism Promotion Program include:

- **Target Marketing Refinement:** Refining as needed the marketing promotional elements and online/Internet website products and processes.
 - **More Featured Day Trips:** Creating additional sets of themed “Pocket Trips,” possibly with community input.
 - **Marketing and Promotion:** Producing print and online marketing deliverables and developing promotional products.
 - **Performance Metrics:** Finalizing specific metrics/evaluation criteria to gauge effectiveness of tourism marketing efforts.
 - **Public Awareness:** Cultivating increased local residents’ knowledge and interest in learning more about local attractions and the value of tourism to the economy and community-development efforts.
- 3. Advance Study Effort for City to Enhance Tourism Development:** The committee works with staff of the City Manager’s Office and Parks & Recreation Dept. to work with Tourism Development and Operations Consultant contractor on one of four specific recommendations to the City Council for study efforts to advance tourism:
- **Multi-use Facility with Potential Hotel Addition Study:** Complete in FY19/20 a feasibility assessment and accompanying pro-forma for a hybrid, indoor, multi-use facility aimed at drawing sports tournaments, conferences and other events to Wilsonville, particularly during the slower, lower-demand ‘shoulder season’ months of October through April. The envisioned facility would be capable of handling court sport tournaments (basketball, volleyball, etc), conferences, trade shows, performing arts and live entertainment, and could include an overnight lodging option if shown to be relevant to success of a multi-use facility.

Notes on other special tourism-related studies:

- Visitor Profile Study advanced in the FY18/19 1/5-Year Action Implementation Plan is to be completed on schedule towards end of FY18/19, June 2019.
- Subsequent study efforts to follow in subsequent fiscal years include:
 - Destination marketing strategy plan that could be undertaken in FY20/21.
 - Hotel/conference center feasibility study as follow-up to Town Center Plan redevelopment project may be potentially combined or addressed in FY19/20 Multi-use Facility with Potential Hotel Addition Study; otherwise, a more detailed overnight hotel lodging/conference facility study could be undertaken in FY 21/22.

H. Components of FY19/20 Annual One-Year Implementation Plan of the Tourism Promotion Program in Relation to the 2014 Tourism Development Strategy

Following are more details on the top priorities summarized above for FY19/20 Tourism Promotion Program in relation to the 2014 *Tourism Development Strategy's* Top Priorities and "Themed Issues" for Additional Work listed on page 3.

1. Tourism Promotion Committee Business

1.1 Staffing/Contractor Resource: In order to advance components of the Explore Wilsonville tourism development strategy and the Plan, the committee continues advancing work with staff of the City Manager's Office and Parks & Recreation Dept. to examine a potential new Tourism and Cultural Affairs Coordinator position and to collaborate with the Tourism Development and Operations Consultant contractor to advance the tourism promotion program. The committee may seek to discuss how a City-staffed program could evolve into an independent Destination Marketing Organization.

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 1.1: Establish an Independent 501 (c) (6) Not-for-Profit DMO to be named Visit Wilsonville, now known as Explore Wilsonville. [Create the organizational framework]

1.2 Budget Allocation: The committee recognizes the City intends to dedicate 50% of transient lodging tax revenues for tourism promotion and has budgeted \$225,000 for FY 19/20 for the Tourism Promotion Marketing Plan and the Community Tourism Grant Program. The committee recommends that the City Council continue to dedicate a portion of unspent, prior years' transient lodging-tax revenues budget for feasibility study for an all-weather or indoor, multi-purpose athletic recreation facility for sports tournaments and other recreational, entertainment purposes and/or the destination marketing strategy plan, depending on staff/consultant capacity.

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 1.3: Increase the Allocation of the Hotel/Motel Transient Lodging Tax (TLT).

1.3 Tourism Grants Programs: The committee has successfully assumed responsibility from the Parks & Recreation Advisory Board over the past two years to oversee the City's Community Tourism Matching Grants Award Program and Clackamas County's Community Partnership Tourism Grants Program, with assistance from Parks & Recreation staff.

The committee seeks to fine-tune the tourism-related grants program to focus on attracting visitors from over 50 miles away who require overnight lodging accommodations, as well as encouraging visitors to linger longer and patronize local businesses when visiting Wilsonville. The committee seeks to cultivate increased tourism awareness among both members of the community and grant recipients. Increasing overnight stays and transient lodging tax revenues is one of the primary goals for the Tourism Promotion Program and Committee, according to Resolution No. 2541.

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 1.5: Review Wilsonville Tourism Grants Program.

2. Implement the FY 19/20 Tourism Promotion Program

2.1 Tourism Branding Strategy: The Tourism Development and Operations Consultant contractor has developed an Explore Wilsonville tourism branding strategy. New research information may lead to modifications to the larger, over-arching tourism branding strategy that control key messages, marketing content and design and the look and feel of other promotional advertising products for print or online media.

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 1.1: Develop a destination branding strategy for Wilsonville.

2.2 Tourism Website: The Tourism Development and Operations Consultant worked to re-launch the ExploreWilsonville.com tourism website with a redesign to match the new branding motifs and to offer improved content with a focus on day trips and directories of attractions and area events. Improvement of the tourism website responds to a primary weakness previously identified for Wilsonville tourism promotional efforts — namely, a lack of an “authoritative website” on Wilsonville tourism recognized by Google and other Internet search engines. The committee believes improvement of a tourism website and associated marketing efforts as outlined in the Plan are continuing priorities in this upcoming fiscal year.

Increasingly, travelers are using online websites, including social media sites, that work on desktop and mobile devices to obtain information on areas to be visited, as well as to book lodging and other services. Hence, the committee’s focus in the larger marketing realm is on online, Internet media as both an economical way to publish up-to-date content and reach the widest audience feasible.

A growing component of Internet-based products features the ability for users to check lodging, vehicle rental and other services’ date-availability and book reservations directly online. Tourism Development and Operations Consultant contractor implemented custom, improved online directories of local area tourism businesses and attractions (rather than relying on commercial services like Yelp) that may eventually offer potential online transactional marketing products and other features as noted below.

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 5.1: Establish a stand-alone Wilsonville tourism website.

2.3 Content Collection / Organization / Sharing: An important feature for marketing efforts is the ability to use copyright-free content—including text, images and videos—that may be utilized and shared freely or as desired without additional overhead royalty and license expenses. Considerable effort is required to acquire and catalog area attractions, features, etc., that then may be used in website, social media and other platforms. The Tourism Development and Operations Consultant employed professional models and photographers in 2018 to create a suite of copyright/royalty-free images for marketing use.

Tourism Development and Operations Consultant contractor is looking at options for the integration of online video and use of linking strategies to drive traffic and search-engine optimization. Integral to developing an image and video content collection is obtaining services of contracted models and photographer/videographer(s).

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 5.13: Develop an active content management and co-op marketing program; Item 5.11:

Develop and maintain a library of high-quality images and videos; *Item 5.5*: Optimize the online use of video; *Item 5.6*: Optimize linking strategies.

2.4 Email Marketing: A primary tool of Internet-based marketing is the use of database email “notifiers” to alert interested parties to events, special deals and other attractors to the Wilsonville area. Tourism Development and Operations Consultant contractor is utilizing email marketing tools, especially ones that are integrated into the website and social media products that encourage ‘opt-in’ sign-ups to receive emails.

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 5.4: Develop database and email marketing programs.

2.5 Social Media: Social media is a component of the larger online marketing promotional effort. Tourism Development and Operations Consultant contractor is utilizing social media platforms and programs that are targeted to specific niche markets.

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 5.3: Develop social media programs relevant to key markets.

2.6 Website Analytics: One of the most powerful features of the Internet is to be able to use website traffic data to determine user interests and preferences, problems with the website content or functionality, where users are located, etc. Tourism Development and Operations Consultant contractor has integrated website analytic tools for the website product.

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 5.12: Optimize the use of website and social media analytics.

2.7 Internet Marketing Campaigns: Tourism Development and Operations Consultant contractor is using various kinds of services that are available for Internet marketing promotions that are targeted to specific, niche markets and that utilize database marketing.

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 5.12: Introduce an ongoing internet marketing campaign.

2.8 Wilsonville Visitors Guide and Related Publications: Tourism Development and Operations Consultant contractor is planning production of one or more print and online versions of a Wilsonville Visitors Guide, as well as other potential publications helpful to visitors and marketers.

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 5.7: Produce a Wilsonville Visitors Guide annually.

2.9 Public Awareness: City staff are to work with the committee and Tourism Development and Operations Consultant contractor to produce information that increases local residents’ knowledge and interest in learning more about local attractions and the value of tourism to the economy and community-development efforts.

Authority for recommendation: Wilsonville Tourism Development Strategy, May 2014, Action Item 5.14: Increase public awareness of the benefits of tourism.

3. Advance Study Efforts for City to Enhance Tourism Development

The committee recommends to the City Council funding of three studies or research/planning efforts to advance tourism development in the greater Wilsonville market. The funds for these studies would be sourced from prior, unspent budgeted tourism funds from prior fiscal years, FY15/16 and FY16/17, while the City's tourism program was being developed by the committee and be approved by City Council with a separate budget adjustment.

3.1 Visitor profile study: This study is now underway and is scheduled to conclude in FY 18/19.

3.2 Feasibility study for all-weather or indoor, multi-purpose athletic facility for sports tournaments and recreational and entertainment activities: The *Tourism Development Strategy* identified that the City may be well positioned to take advantage of non-summer, shoulder-season activities such as youth and league sporting activities when local lodging occupancy is lower. The study for an indoor or all-weather-use facility that includes courts and fields for year-round use should include a detailed market analysis, financial feasibility and potential financing strategies. This study is a priority for the committee that is recommended for implementation during FY19/20 with a separate budget adjustment.

3.3 Destination marketing strategy plan: The committee recommends that a focused tourism and visitor destination-marketing strategy is developed that complements the City's larger branding strategy in order to maximize branding integration and marketing expenditures. The committee recommends advancing this study during FY20/21.

3.4 Hotel/conference center feasibility study as part of Town Center Master Plan redevelopment project: The committee requests that the pending Town Center Master Plan redevelopment project being undertaken by the Planning Division of the Community Development Dept. specifically advance the feasibility study of a private-sector or public/private partnership development and operation of a conference center and adjoining hotel. The study should include a detailed market analysis, financial feasibility and potential financing strategies. Funding for these studies could come from transient lodging-tax revenues. The Committee assumes that staff would research vendors and cost estimates and advance accordingly in FY20/21.

Authority for recommendation: *Wilsonville Tourism Development Strategy, May 2014, Action Item 4.9:* Support the development of all-weather, multi-purpose playing fields for sports tournaments; *Item 5.16:* Conduct ongoing visitor-satisfaction research.

CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT
Tourism Promotion & Destination Marketing Services

This Professional Services Agreement for a Tourism Development and Operations Consultant (“Agreement”) is made and entered into on this ____ day of July 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Velocity Tourism LLC**, an Oregon limited liability company (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

Contractor will perform the advertising and marketing services (“Services”), as more particularly described in the Scope of Work attached hereto as **Exhibit A** and incorporated by reference herein, for the Tourism Advertising and Marketing Project (“Project”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services are completed and accepted, or no later than December 31, 2019, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. Consultant shall diligently perform the tourism advertising and marketing Services according to the requirements identified in the Scope of Work, attached hereto as **Exhibit A** and incorporated by reference herein.

3.2. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager.

3.3. 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 for 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 ONE HUNDRED THOUSAND DOLLARS (\$100,000), for performance of the Services for the term of the Agreement ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum between the City and Consultant, executed in compliance with the provisions of **Section 14**.

4.2. 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, office expenses, and all other indirect and overhead charges.

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 Services described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 14**.

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.

Section 5. City's Responsibilities

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.

Section 6. City's Project Manager

The City's Project Manager is Mark Ottenad, Public/Government Affairs Director. 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 Trevor Naranche. 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. Subcontractors and Assignments

8.1. Unless expressly authorized in **Exhibit A** or **Section 9** of this Agreement, 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. 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. References to "subcontractor" mean a subcontractor at any tier.

8.2. 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.

Section 9. 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.

9.1. Consultant has requested that some consulting Services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In

all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

9.2. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 9** and meet the same insurance requirements of Consultant under this Agreement.

Section 10. Consultant Responsibilities

10.1. Consultant shall 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 subcontractor 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.

10.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including Bureau of Labor and Industries (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. Unless otherwise expressly set forth on **Exhibit A** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

10.3. 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.

Section 11. Indemnity and Insurance

11.1. 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 11.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.

11.2. 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.

11.3. Insurance Requirements. Consultant shall 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, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies of insurance maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

11.3.1. 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.

11.3.2. 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 Services 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 thereafter.

11.3.3. 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**.

11.3.4. 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.

11.3.5. 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.

11.3.6. Additional Insured and Termination Endorsements. 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 work on the Services contemplated under this Agreement.

11.3.7. 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.

11.4. 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 12. Early Termination; Default

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

12.1.1. By mutual written consent of the parties;

12.1.2. 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

12.1.3. 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.

12.2. 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, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

12.3. 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.

12.4. 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 16**, for which Consultant has received payment or the City has made payment.

Section 13. 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 14. 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. 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.

Section 15. 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 for a period of four (4) years, unless within that time the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 16. 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, modeling, maps, data generation, papers, diaries, and inspection reports, 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. Upon the City's approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials.

Section 17. 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: Mark Ottenad, Public/Government Affairs Director
29799 SW Town Center Loop East
Wilsonville, OR 97070

To Consultant: Velocity Tourism LLC
Attn: Trevor Naranche
63372 Freedom Place
Bend, OR 97701

Section 18. Miscellaneous Provisions

18.1. 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 documents, the provisions of this Agreement shall control.

18.2. 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.

18.3. 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.

18.4. 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.

18.5. 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.

18.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

18.7. 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.

18.8. 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.

18.9. 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.

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

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

18.12. 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.

18.13. 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.

18.14. 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.

18.15. 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."

18.16. 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.

18.17. 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.

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

18.19. 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.

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

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

CONSULTANT:

CITY:

VELOCITY TOURISM LLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. 84-1981392

APPROVED AS TO FORM:

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon

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EXHIBIT A

Exhibit 2

FY19 Q3 & Q4 Scope of Work & budget detail

Final costs are based on approved client budget and treated as “do not exceed”. Per contract, line items for the following goods and services can be reallocated to cover unanticipated needs upon mutual agreement between Velocity Tourism and the City of Wilsonville. Line items may be reallocated if requested by Velocity Tourism and approved by the Public/Government Affairs Director. Additional performance outside the Scope of Work will be invoiced separately at the rate of \$150 per hour. 2019 Clackamas County Lodging per diem rate is \$116 per night, Meals & Incidentals \$56 per day, and mileage POV is \$.545 per mile.

This FY2019 Q3 & Q4 budget accomplishes the Goals & Objectives that had been previously identified in the FY2019/2020 Scope of Work by adjusting it for a six month term. Services & Deliverables identified as Section A through I fall within 3 main categories:

Category 1: Maintenance (A-F)	\$62,504
Category 2: Advertisements (G)	\$13,732
Category 3: Additional items (H-I)	\$23,764
2019 Q3 & Q4 Total	\$100,000

Category 1: Maintenance

A. Marketing Services: \$13,050

A. To include the following services and deliverables:

- **Media Buying:** Identify advertising opportunities with various publications, negotiate favorable ad rates, identify insertion dates based on editorial calendar, define ad specs, upload ads
- **Art & Creative Direction:** Develop creative that aligns and enhances current marketing efforts
- **Production:** Non-creative production services
- **Ad Design:** Creative services for print advertising campaigns
- **Digital Ad Design:** Creative services for digital advertising campaigns
- **Copywriting:** Develop copy for marketing collateral, print and digital advertising, Sunset advertorial
- **Quarterly Reports:** Provide (2) quarterly KPI data in report form
- **Email Marketing Campaign:** Email campaign development and list management
- **Committee Meeting Administration:** Travel costs, meeting time, and preparation (2)

Completion date: Q3 & Q4 2019

NOTED IMPROVEMENTS: Update current POCKET TRIPS logo treatments by replacing the drab, washed out green color palette with rich, vibrant colors. Review/replace font selections with more visually appealing options.

B. Website services: \$12,950

A. To include the following services and deliverables:

- **Hosting & Maintenance**
- **Domain Name Renewals:** www.ExploreWilsonville.com
- **SSL Certificate Renewals:** www.ExploreWilsonville.com
- **Security/Hackalert Scanning**
- **Paid Plug-in Renewals**
- **Ongoing Updates for Listings**
- **Event Calendar Listings & Management**
- **Content Development**
- **Ongoing SEO (Search Engine Optimization) work**

- Site Development
- Adding Graphics/Photos
- Reporting: KPI reports

Completion date: Q3 & Q4 2019

NOTED IMPROVEMENTS: Improve the emotional “wow factor” of the website by updating the color palette and utilizing warm, vibrant photography with better font selections.

C. Social Media: \$16,500

A. To include the following services and deliverables:

- **Strategy:** Promote off-season tourism by promoting attractions and events. Develop master editorial calendar for 2019, develop SEO-cial, strategies to assist with SEO efforts for the website, identify trending hashtags, review and analyze past posts to improve the campaign
- **Management & Implementation:** Strategy, design & management of all paid social media. Manage all channels and post 3-5x per week. Create events (or add existing events) to FB page, manage and direct the “day-to-day” social media subcontractor, copywriting, graphic design, art direction of photography, schedule posts, seek out missing photography, ongoing coordination and communication with event producers for events and happenings
- **Monitoring**
- **Reporting**

Completion date: Q3 & Q4 2019

D. Management/meetings: \$13,754

A. To include the following services and deliverables:

- Accounting
- Memberships: Travel Portland, ODMO
- Software Subscriptions: ISSUU (Digital Visitor Guide), STR, if wanted, to be deducted from Reserve
- Management
- Insurance
- Reporting
- Meetings: (2 meetings) additional meetings, if wanted, to be deducted from Reserve

Completion date: Q3 & Q4 2019

E. PR: \$1,750

A. To include the following services and deliverables:

- Press Release Writing: (1)
- Pitching Story Ideas
- Responding to Writers with Content & Photos
- Press Release Online Distribution to AP Wire
- Software Subscription: Direct to AP Wire

Completion date: Q3 & Q4 2019

F. Photo & video: \$4,500

A. To include the following services and deliverables:

- New Photography and Videography
- Event Photography
- Usage & Rights Renewals *if applicable

Completion date: Q3 & Q4 2019

FY19 Q3 & Q4 Scope of Work & budget detail

Category 2: Advertisements

G. Media buys: \$13,732

A. Sunset - September 2019: PNW Travel Planner	991,200 impressions	\$3,070
B. Sunset - October 2019: Travel Chronicles FP	991,200 impressions	PAID
C. AAA - Sept/Oct 2019: River Cruising With the Family	2,983,500 impressions	\$3,162
D. Paid Digital Media	1 Million+ impressions	\$7,500

Category 3: Additional items

H. Collateral, printing & shipping/distribution: \$19,332

A. To include the following services and deliverables:

- **Tri-fold Rack Brochure:** 12" x 9" (flat) brochure printed on 100# gloss book. Printed in four (process) colors plus flood gloss AQ on both sides of sheet (4+fAQ/4+fAQ), full bleed. Trimmed, roll folded to finish size of 4" x 9". Boxed. Quantity: 40,000
- **Certified Folder:** 6 mos. brochure distribution at all (8) State Welcome Centers (includes Portland International Airport) + (6) Rest Stops: Multnomah Falls, French Prairie South Bound, French Prairie North Bound, Santiam, Oak Grove, Mt. Hood + (227) Portland Super Cities + poster-sized display at I-5 French Prairie North Bound per Oregon Travel Information Council (OTIC)
- **Wilsonville Chamber of Commerce:** 6 mos. brochure distribution throughout local kiosk locations to include: Holiday Inn, Motel 6, LaQuinta, Quality Inn, SnoozInn, GuestHouse, City Hall, Library, Police, Clackamas Community College, Family Fun Center, Oregon Tech, Pioneer Pacific College, Fir Point Farms, Pheasant Ridge RV, Butteville Store, Aurora Airport
- **Postage:** \$500 of stamps for Visitor Center fulfillment
- **Freight, Shipping & Distribution**

Completion date: Summer 2019

I. Reserve/Contingency: \$4,432

Funds to cover an item that might go over budget or to allow the tourism promotion program to take advantage of an unforeseen or unplanned opportunity.