



Contract Review Sheet

SO-5861-24

Contract for Services #: SO-5861-24 Amendment #: _____

Contact: Bethany Johnston Department: Sheriff's Office

Phone #: 503-589-3261 Date Sent: Wednesday, February 7, 2024

Title: Marion County Sheriff's Office Digital Marketing Recruitment

Contractor's Name: WB Creations LLC

Term - Date From: February 1, 2024 Expires: February 1, 2027

Original Contract Amount: \$ 175,000.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 175,000.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# SO1456-23

Description of Services or Grant Award

The Marion County Sheriff's Office solicited a Request for Proposal (RFP) for the Digital Marketing Recruitment. The WB Creative LLC. was determined as the successful proposer by the evaluation committee. The contract term is for three years from the date of signate, with the option to renew if needed. The total amount of this contract is \$175,000.00.

Desired BOC Session Date: 3/6/2024 Files submitted in CMS for Approval: 2/14/2024

Agenda Planning Date: 2/22/2024 Printed packets due in Finance: 2/20/2024

Management Update: 2/20/2024 BOC upload / Board Session email: 2/21/2024

BOC Session Presenter(s) Commander Jeremy Landers

FOR FINANCE USE

Date Finance Received: 2/21/2024 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

Finance - Contracts _____ Date _____ Contract Specialist _____ Date _____

Legal Counsel _____ Date _____ Chief Administrative Officer _____ Date _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: Wednesday, March 6, 2024

Department: Sheriff's Office

Title: Approve the Contract for Services with WB Creative LLC.

Management Update/Work Session Date: Tuesday, February 20, 2024 Audio/Visual aids

Time Required: 10 mins Contact: Bethany Johnston Phone: x3261

Requested Action: Staff recommends approving the contract for services with WB Creative LLC. in the amount of \$175,000.00 for recruitment services for the Marion County Sheriff's Office Digital Marketing Recruitment.

Issue, Description & Background: Marion County Sheriff's Office issued a Request for Proposal (RFP) for the Digital Marketing Recruitment to provide a recruitment plan that is inclusive and efficient while is also being cost effective. The team at WB Creative was determined as the successful proposer by the evaluation committee. The digital marketing recruitment will consult, make strategies along with content that is engaging with the ability to attract a diverse applicant pool. Finally, the digital marketing recruitment campaign will highlight the opportunities that working for Marion County Sheriff's Office has to offer.

Financial Impacts: The total amount is \$175,000.00. The financial impact for FY 23-24 is \$115,000. The financial impact for the FY 24-25 is \$60,000.00

Impacts to Department & External Agencies: Unknown at this time until recruitment campaign is completed.

List of attachments: Board Session Agenda Form, Contract Review Sheet, Contract,

Presenter: Commander Jeremy Landers

Department Head Signature:

**MARION COUNTY
CONTRACT FOR SERVICES
SO-5861-24**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and WB Creations LLC, an Oregon S-Corporation hereinafter called Contractor.

RECITALS

WHEREAS, County issued Request for Proposal SO-5861-24 for Digital Marketing Recruitment on October 27, 2023.

WHEREAS, Contractor submitted a proposal in response to SO1456-23 on December 1, 2023, which was determined to be responsive and responsible.

WHEREAS, County evaluated and scored all proposals received and issued a Notice of Intent of Award to Contractor on December 14, 2023.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on: the later of **February 1, 2027**, the date all warranties have expired, or the date Contractor has completed all Services in accordance with the requirements of this Contract, as determined by County. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond **February 1, 2033**.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$175,000.000**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors, or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

3. COMPLIANCE WITH STATUTES AND RULES

- A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments, and all applicable federal, state, and local statutes and rules. Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract), and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" include all the provisions described in subsection 28. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 28. C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
 - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
 - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental, and consequential damages, costs of cure, and costs incurred in securing replacement Goods and Services / a replacement contractor.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT, AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION

- A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and unrecovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

9. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.

- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant, or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50, and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE

- A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

15. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications if required under Oregon Law. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship, or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

- B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm, or entity without the express and prior approval of County.

16. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD-PARTY BENEFICIARIES

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of

completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.

- B. In addition to the remedies in sections 13 and 14 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission, or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

Required by County **Not required by County.**

\$1,000,000 Per occurrence limit for any single claimant; and

\$2,000,000 Per occurrence limit for multiple claimants

Exclusion Approved by Risk Manager

- iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

Required by County **Not required by County.**

\$2,000,000 Per occurrence limit for any single claimant; and

\$5,000,000 Per occurrence limit for multiple claimants

Exclusion Approved by Information Technology Director and Risk Manager

- iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence

basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

Required by County **Not required by County.**

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

- v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

Required by County **Not required by County.**

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits, or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

24. NOTICE

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

<u>To Contractor:</u> WB Creations LLC matt@watsoncreative.com 1001 SE Water Ave Suite 440 Portland, OR, 97214	<u>To County</u> Contracts and Procurement Manager PO_Contracts@co.marion.or.us 555 Court Street NE, Suite 5232 P.O. Box 14500 Salem, Oregon 97309
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25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. AMENDMENTS

This agreement may be amended if mutually agreed to by both parties.

A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

- i. To add additional terms and add funds to cover those additional terms.
- ii. To adjust the rate

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

28. CONTRACTOR’S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor’s knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date this Contract, faithfully has complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods/Intellectual Property Rights delivered to/granted to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

29. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

WB CREATIONS LLC SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

The purpose of this project is to consult and create strategies and content that are engaging with the ability to attract a diverse applicant pool. A particular focus will be on people who may not have ever considered law enforcement as a career path, appealing to individuals who are drawn to the idea of public service.

B. REQUIRED SERVICES, DELIVERABLES, AND DELIVERY SCHEDULE.

Contractor shall facilitate the development of a digital marketing recruitment campaign for the Marion County Sheriff's Office (MCSO) inclusive of 4 phases, each composed of multiple steps and tasks:

- **Phase 1 - Strategy**
- **Phase 2 - Creative**
- **Phase 3 - Production**
- **Phase 4 – Activation**

i. PHASE 1: CAMPAIGN STRATEGY – DISCOVERY & DIRECTION (Approx 8 weeks)

a. STEP 1 – STRATEGY: DISCOVERY

(1) Pre-Planning

Three (3) internal meetings that move the Statement of Work into actionable steps take place: ensure alignment among studio members, allow for the reserving of resources, and initiate the project.

(2) Kick-Off/ Legacy Deep Dive

One (1) meeting, up to two (2) hours, that includes Contractor and County daily team members for both Kick-Off and Legacy Deep Dive Topics.

(A) Kick-Off topics to include:

- Teams/roles
- Statement of work (SOW) and initial schedules
- Communication protocols, success metrics, and expectations
- Contractor granted access to MCSO social platforms and analytics to install measurement tools. MCSO website access will be retained by the County, but collaboration is anticipated as necessary.
- Legacy Deep Dive meeting and Narrative Workshop details finalized.
- MCSO to provide Legacy Deep Dive and Narrative Workshop attendees.

- Review Legacy Asset file progress
- Determine Recruit 360 1 to 1 and/or group interview participants.

(B) **Legacy Deep Dive** - understand the history, evolution, pain points, frequently asked questions, and the current state of MCSO to establish a solid campaign foundation. Contractor will explore MCSO's past achievements, challenges, and milestones - specifically relative to recruiting. Contractor will gather insights on organizational culture, values, and community perception as well as recruiting wins and challenges.

(i) **Legacy Discussion**

- County to organize (as best as reasonable) key organizational, MCSO brand, and recruiting materials, including any photographic or video assets that can be used.
- County to walk Contractor through all provided assets, previous research,
- Share relevant content and research for Contractor to harvest from as necessary.
- Discuss the organizational origin, current brand standards, and key assets.

(ii) **Industry & Recruiting Discussion**

- Peer Landscape – Contractor will look to County to list and share thoughts on peer agencies and recruiting approaches applied.
- Key Audience Discussion - Contractor will look to County to talk about key recruiting audiences and how they are organized into groups. Is there a priority? Are there new audiences the County hasn't engaged yet?
- Current Recruit Journey - Based on audiences above, Contractor will work with County to discuss various recruit touchpoints and County current approach to guiding potential applicants through the recruitment process.
- Goals & Measurement - What Key Performance Indicators (KPIs) are currently being tracked and/or insight being sought after? What does success look like from a numeric and qualitative perspective?
- Vivid Vision – What does MCSO, recruitment, and training program look like in three years?

(3) **Campaign Narrative Workshop**

This workshop (3 hours) begins to define the narrative framework for the recruitment campaign. It is critical in excavating recruiting insights that will pave the way ahead. Workshop activities include the following exercises to help identify narrative tiers that resonate with MCSO's brand:

- Introspection
- Dichotomies
- Archetypes

County will select 5-7 Workshop attendees as recruitment stakeholders (i.e., Command staff associated with recruiting, training staff, associated HR staff, recent academy graduates, 10+ year veterans, recruitment influencers). This workshop may include a brief survey due back to Contractor two days prior to the workshop. County to schedule selected team members. These Workshops are recorded for future reference in campaign development (unless directed otherwise).

(4) Peer Audit

Peer audits (at least 4 peer organizations and 3 indirect organizations) are used to analyze current trends and best practices in law enforcement recruitment marketing. Audits will incorporate Narrative, Design, Marketing, and Positioning to assess current strategies of peer organizations for use in narrative development, visual design, marketing tactics, and brand positioning.

(5) Recruit 360 Interviews and Secondary Research

Interviews and research are used to gather direct insights from current County staff while also conducting comprehensive market research.

(A) Primary Research Interviews - Conduct up to three (3) 1:1 or group interviews with County personnel (jointly selected by County and Contractor) across various roles. Interviews will be up to one hour each.

(B) Secondary Research and Data Analysis - Perform secondary research to understand industry trends, audience behavior, and recruitment challenges. This information will be captured and reported back to County in the Final Presentation. Contractor is to review website analytics, social media, and key current recruiting research provided by County (up to 3 reports/articles). Reporting tools that require additional fees beyond Contractor licensed digital analysis tools (i.e., SEM Rush), will NOT be used.

(i) Step One Deliverables:

- (1) High-Level project planning document (VWP)
- (1) Kick-off meeting completion
- (1) Legacy Deep Dive meeting completion
- (1) Narrative Workshop completion
- (4 direct & 3 non-direct) Peer Audit selections and associated discussions complete
- (3) 360 Interviews and secondary research complete

b. STEP 2 – STRATEGY: DIRECTION

(1) Target Personas

Create detailed personas representing County ideal recruits. Contractor will synthesize insights from interviews and research to develop personas that guide campaign messaging and strategy.

Based on primary and ethnographic research during the Discovery Phase, Contractor will develop between 2-5 key campaign personas to help County better understand the motivations of the recruitment audience. Contractor experience in audience analysis, behavioral science, consumer research, and strategic writing informs our approach to personas. Personas offer County insight into the emotional and psychological drivers of target groups, and assist in marketing strategy, and in the visual design.

(A) Deliverables to be provided at Final Presentation

- Voice of the Audience – (1) Synthesis presentation with narrative themes and takeaways from Strategy Step One interviews.
- Persona Sheets – (up to 4) one-page visual and narration for each persona including Persona Narratives, Drivers, Triggers, and Target Messaging

(2) Campaign Key Messaging

To craft a compelling and cohesive message for the campaign. Key messaging is the foundation of County's campaign communication strategy. Not to be confused with marketing copy or brand slogans, key messaging is the verbal design strategy that underpins all campaign efforts. This messaging is specifically crafted to resonate with County's personas.

(A) Deliverables to be provided at Final Presentation

- (1) Campaign Manifesto
- (1) Campaign Positioning Statement
- (1) Campaign Tagline and Call to action

(3) Media/Marketing Strategy

Contractor to outline tactics for each stage of the recruitment funnel by creating strategies tailored for raising awareness, converting prospects into applicants, and retaining those interested throughout the recruitment process.

Media and creative teams will create a media strategy and creative campaign designed to reach County's goals. Contractor will review the competitor audit from the strategy phase and evaluate the media channels put to use by peers. Contractor's media team will identify opportunities, audience reach, and engagement opportunities for County.

Contractor will research markets and opportunities, evaluate competitor media channels, audience demographics, engagement and reach, review media rates, and build out a media strategy deck for presentation.

(A) Deliverable to be provided at Final Presentation

Media Strategy to include summary approach, forecasts, and probabilities.

(4) Initial Creative Direction (Creative Intent)

Design & and content inspiration for the campaign to set the overall campaign concept and direction with County providing feedback to inform the creative process.

- (A) Deliverable to be provided at Final Presentation
At least one (1) campaign concept to set campaign direction for subsequent creative phases.

(5) Final Presentation

To present the complete campaign strategy for County approval by showcasing recruiting campaign narrative, key messaging, target personas, and media strategy, and initial campaign creative. Contractor will Incorporate County feedback for final adjustments.

- (A) Deliverable:
Presentation (2-3 hours), summarizing: Discovery, Peers/Competitors, Recruit Research and Insights, setting direction for:
 - (i) Personas
 - (ii) Key Campaign Messaging
 - (iii) Media/Marketing Strategy Overview
 - (iv) Initial Creative Concept
NOTE: One round of copy/creative feedback from County will be incorporated in response to the Final Presentation that will be taken forward into the Creative phase.

(6) Pre-Campaign Recruiting Promotion

Initial small scope short run recruiting promotion to be initiated during the Strategy phase (i.e., Google Search ads only using a small portion of the project's overall total media spend for this SOW). It should be noted that this promotion will run in conjunction with Strategy and be somewhat independent of the overall campaign's messaging and visuals.

- (A) Deliverable:
Short-run Google Search recruiting ad promotion based on approved spend and keywords.

ii. PHASE 2: CAMPAIGN CREATIVE - CREATIVE DEBUT, CREATIVE REFINEMENT, FINAL DIRECTION & FINAL ASSET TEMPLATES (Approx 6-8 weeks)

Phase 2 (Campaign Creative) initiates Content Creation & Production to fulfill the development of creative assets for the campaign. The campaign's visual and narrative content themes are created in alignment with the campaign's approved marketing/media strategy.

This phase allows for an initial focus on the Digital Platform Development – a recruitment microsite resulting in a user-friendly and informative website that serves as a central hub for recruitment and integrates into County's application process.

a. STEP 1 – CREATIVE DEBUT & REFINEMENT

(1) Creative Debut

- Three (3) concepts to be presented based on approved Campaign Concept from the Strategy Final Presentation and taking into consideration MCSO's Branding Guidelines.
- County provides feedback towards one (1) direction for refinement.

(A) Deliverable:
Creative Debut Presentation

(2) Creative Refinement

- Refinement of up to two (2) mockups based on Concept Debut feedback.
- County to provide feedback towards the final direction and roll-out of key campaign assets.

(A) Deliverable:
Concept Refinement Presentation

b. STEP 2 – FINAL DIRECTION & FINAL ASSET TEMPLATES

(1) Final Direction

- All campaign deliverables in SOW are based on this direction.
- Refinement of one (1) concept visualized across multiple ad sizes and/or videos. Messaging direction may include Headlines, Hashtags, and calls to Action.
 - Review Round 1 + County Feedback
 - Review Round 2/Final Direction*
 - * If another meeting is needed, a follow-up will be scheduled

(A) Deliverable:
Final Direction Presentation

(2) Final Digital Asset Templates/Media Strategy

Campaign Ad templates may include items such as microsite page mock-ups; campaign ads showing across vertical and horizontal sizes, video storyboards, etc. All assets are based on approved Final Direction.

While the creative messaging and visuals are being developed, Contractor will simultaneously be refining the media strategy tactics and channels (i.e., Google Search, YouTube, LinkedIn, Retargeting assets, etc.)

- (A) Deliverables:
- Refined Media/Marketing Strategy
 - Final Ad Template mock-ups (number of assets determined by approved media/marketing strategy)
 - (1) Video storyboard

- (1) Page of the microsite mocked-up
- (2) Collateral support pieces mock-ups (which may include an Email flow or information card for example)

iii. PHASE 3: PRODUCTION: CAMPAIGN ASSETS PRODUCTION AND CAMPAIGN GUIDELINES (Approx 4-6 weeks)

Production is focused on the completion of all final assets required to fulfill the Marketing/Media Strategy using agreed-upon creative concepts, mock-ups, and templates. Media Assets are developed to the exact specs and sizes required and Media Plans are populated with content against the schedules needed for placement.

a. Deliverables

The following deliverables address campaign targets as confirmed in the strategy phase. Deliverables are limited to the following and include two rounds of review. *Please review the “Assumptions” section for additional process production process information.

(1) Photography

Deliverable: One-day photoshoot in Salem yielding between 20 - 25 final images, inclusive of image processing color treatment

(2) Media Assets

Deliverable: Keyword research, design, write copy, art direction, animate and/or code all paid campaign assets for 2-4 ad sets targeting County approved Personas (i.e., Google Search Ads, Google Discovery, Meta Banners, Linked-in, Google Remarketing ad assets).

(3) Video(s)

Deliverable: Script, edit, and produce one (1) 30-second general recruiting video, and two (2) recruiting campaign cutdowns at 7-15 seconds in horizontal and vertical formats using approved assets and messaging. Campaign cutdowns were developed to target different audience segments and platforms.

(4) Microsite

Deliverable: Develop a user-friendly, engaging, responsive, and informative website that serves as a central hub for recruitment. User Interface (UI) Design, write copy, develop (ADA compliant) and code campaign recruitment microsite (to be hosted by Contractor) and linked to County’s current website and application process. Approximately 3-5 primary pages, linked to County's current application process pages (no secondary pages, no additional integrations or functionality beyond links to County’s current application process and form fill features).

(5) Collateral Support

Deliverables - Design, write copy, and provide press-ready files for (2) basic collateral support pieces (i.e., flier, downloadable PDF, distribution card, press release template, etc.) One asset discussed may include a digital email flow template.

(6) Social Media Post Support

- (A) Deliverables
Write copy, design, select imagery, and provide body copy for 10-15 social media posts on up to two social platforms of MCSO's choice during the campaign Activation phase. Assets will be provided for County to post on the recommended schedule.

b. STEP 1 – PRODUCTION ROUND 1 & ROUND 2

Production of Approved Phase 3 Assets A-E above

(1) Deliverables:

- Production Presentation Round 1 of items 1-6
- Production Presentation Round 2 in response to Round 1 Feedback

(2) STEP 2 – FINAL ASSETS PRODUCTION AND CAMPAIGN GUIDELINES

- (A) Final Assets Production - The suite of assets in use-ready formats across the entity of the agreed upon Recruitment Campaign

- (i) Deliverable:

- Delivery of Final Campaign Assets 1-6 above (Production Step 1)

- (B) Campaign Guidelines - protocols for the campaign execution and maintenance. Campaign Guidelines encompass visual and verbal parameters as well as capture mockups and prototypes. It sets standards for ongoing content management and digital presence.

- (i) Deliverable:

- Delivery of Campaign Guidelines PDF Document

iv. PHASE 4: ACTIVATION: IMPLEMENT, LAUNCH, MONITOR & SUPPORT (Approx 5 months)

This portion of the SOW takes the campaign from final files to tactical execution to bring the campaign public.

****Media Spend:** This SOW is founded on the county-approved media/marketing strategy presentation and anticipates an approximate media spend of \$50,000 which is included in the overall contract amount throughout the course of this campaign. The campaign duration is anticipated to run for approximately 5 months.

a. STEP 1 – CAMPAIGN IMPLEMENTATION & LAUNCH

Deliverable: Marketing campaign executed across selected channels ensuring coordinated and timely launch.

Digital marketing campaign deployed, including the use of social media and the launch of the microsite.

b. STEPS 2,3,4,5 – ADDITIONAL MONTHLY EVALUATION AND MEDIA FOR 4 MONTHS

- (1) Monitoring and Evaluation to track the effectiveness of the campaign and adjust as necessary. Implement tools for monitoring campaign performance, analyze metrics (monthly performance report), and adjust strategies based on real-time data to optimize results.
- (2) Ongoing Support and Content Development to provide continuous support and content updates. Regularly update campaign content, manage digital and social media presence, and continually develop new content to keep the campaign fresh and engaging.
 - (A) Deliverable:
 - Website Tagging
 - Tag Manager Goals Setting
 - Campaign Implementation
 - Campaign Optimization
 - One campaign (1) report approximately 2 weeks after launch and then monthly from that point forward throughout the duration of the campaign.

C. ASSUMPTIONS

i. Approvals & Feedback

At certain points during the Project, the County may be asked to approve or provide feedback on certain work. When requested, County must provide the requested feedback or approval by the agreed deadline or, if unspecified, within two business days (the "Approval Period"). If County does not provide the requested feedback or approval within the Approval Period, the work is considered accepted. Accepted work may not be later rejected. Work may only be rejected for materially departing from Specifications. County must identify material departures from Specifications in writing within the Approval Period. Contractor shall promptly correct material departures from Specifications at no additional cost to County. Subject to any Specifications, County should not expect that all feedback will be included in the Deliverables. Contractor will consider and include subjective feedback as appropriate for the goals of the Project.

ii. Excluded Work

Contractor's Deliverables only include the items listed above. All other work is excluded, including the following:

- Work outside of this SOW.
- Concepts and mockups presented for illustrative purposes.
- Concepts and mockups rejected by MCSO.
- Trademark and service mark or Intellectual property clearances.
- Ongoing microsite hosting and maintenance - ****NOTE:** Contractor will host the microsite throughout the duration of this SOW. When this SOW concludes, County will have the option to shift to a separate Microsite Hosting and Maintenance.

- If County opts to move forward with any print pieces, County will source print quotes, negotiate pricing, clarify details, and conduct press checks. These tasks are NOT included in this SOW. The cost of any tangible printed product is also not included.

iii. GENERAL

- Design will be focused on the U.S. consumers, and in the English language only.
- Contractor is not responsible for trademark or copyright research.
- Schedule assumes a timely feedback loop of no more than 2 business days from the date of presentation to County.
- A deviation from the schedule of more than 5 business days total within a phase may result in a schedule change or additional time than originally estimated.
- All meetings and presentations are anticipated to be virtual (with the exception of the one-day photo shoot)
- Unless otherwise noted, all concepts in the creative phase are design intent only, not production-ready files.

iv. COUNTY

- County to continue all current internally managed recruitment efforts throughout the span of this SOW.
- County to provide all requirements, constraints, materials, and specifications prior to project kick-off.
- County to provide a single point of contact, with approval authority, to manage and synthesize all County stakeholder feedback, resolve internal feedback conflicts or points of difference, communicate changes, and approve phase deliverables.
- County will inform Contractor of any anticipated scheduling constraints that would affect the project schedule at the beginning of this project, or as soon as possible.
- Fee is based on the assumption that County is not purchasing Contractor exclusivity. All confidential information will be protected for County under the attached Terms & Conditions.

v. DESIGN

- Approval of the final Creative Phase concept must be received before the Production phase can begin.
- Graphic design files will be provided in Adobe CS Software.
- County to be available for 2-3 meetings during the Creative phase for virtual reviews as needed.
- County responsible for final approvals of proofs.
- If County opts to move forward with any print pieces, County will source print quotes, negotiate pricing, clarify details, and conduct press checks. These tasks are NOT included in this SOW. The cost of any tangible printed product is also not included.

vi. **MARKETING**

County to provide access to all digital marketing and social properties for digital management.

vii. **WEB DEVELOPMENT**

- Design will be optimized for desktop/mobile within the current top 3 user-accessible browsers and operating systems (MS Windows and Mac OS).
- Future software updates may not be compatible with the current design. Future devices are not included in this Statement of Work.
- Contractor will not develop on or access County web servers.
- Customizing the User Interface (UI) and the User Experience (UX) of Microsite will be based on off-the-shelf technology and will have design and functionality limitations. These limitations must be adhered to as accommodation and/or custom coding have not been anticipated.

viii. **PROJECT SPECIFIC ASSUMPTIONS**

- Moving to subsequent phases is an indication that the previous phase is complete.
- Rounds of Review
 - R1 = Review and feedback
 - R2 = County review/final

D. **SPECIAL REQUIREMENTS.**

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract, and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade, or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

- Matt Watson, CEO, Executive Creative Designer
- Trina Motto, Senior Account Manager, (Key point of contact for County)
- Paola Estaban, Senior Project Manager
- Tatiana Caraballio, Digital Strategist
- Aura Aragon-Ball, Design Director

- Greg Needham, VP of Strategy
- Angi Arrington, VP of Creative

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2. A and for authorized reimbursement to Contractor under Exhibit A, section 2. C is **\$175,000.00**.

A. METHOD OF PAYMENT FOR SERVICES:

County shall pay Contractor a total of \$175,000.00 for completing all Services and delivering all Goods required under this Contract.

B. BASIS OF PAYMENT FOR SERVICES.

Milestone progress payments for completed Services. County shall pay Contractor all amounts due for Services completed and accepted by County and for Goods delivered and accepted by County at the following milestones after County's approval of Contractor's invoice to County for those Services and Goods:

i. PHASE 1 - STRATEGY | Total \$40,000

- \$20,000.00 - Strategy | Discovery -- Step 1
- \$20,000.00 - Strategy | Direction -- Step 2

ii. PHASE 2 – CREATIVE | Total \$45,000

- \$25,000.00 - Creative Debut and Refinement – Step 1
- \$20,000.00 - Final Direction and Final Assets Templates – Step 2

iii. PHASE 3 – PRODUCTION | Total \$30,000

- \$20,000.00 - Production - Rounds 1 and 2 – Step 1
- \$10,000.00 - Final Ad Asset Templates & Campaign Guidelines – Step 2

iv. PHASE 4 – ACTIVATION | Total \$60,000

- \$20,000.00 Campaign Launch – Step 1
- **Additional monthly evaluation and media spend for 4 months at 10K per month - Steps 2-5

C. EXPENSE REIMBURSEMENT

County will not reimburse Contractor for any expenses under this Contract.

- D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor and shall continue until Contractor submits required reports, performs required services, or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.
- E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: Marion County Sheriff's Office
PO BOX 14500
Salem, OR 97301