



City of La Quinta

CITY / SA/ HA/ FA MEETING DATE: June 16, 2015

ITEM TITLE: APPROVE AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH JNS MEDIA SPECIALISTS FOR FISCAL YEAR 2015/2016 PRINT AND MEDIA MARKETING SERVICES

AGENDA CATEGORY:

BUSINESS SESSION:

CONSENT CALENDAR: 5

STUDY SESSION:

PUBLIC HEARING:

RECOMMENDED ACTION:

Approve Amendment No. 1 to the Professional Services Agreement with JNS Media Specialists for Fiscal Year 2015/2016 print and media marketing services in the amount of \$112,770.

EXECUTIVE SUMMARY:

- JNS Media Specialists (JNS) provide print and media marketing services.
- The Professional Services Agreement (PSA), which expires June 30, 2015, provides a one-year term with the option to extend for two years.
- The current PSA is in the amount of \$110,000; the amendment will increase that to \$112,700 to address a shift in targeted markets.

FISCAL IMPACT:

Funding is available in the 2015/16 General Fund Economic Development and Marketing Account.

BACKGROUND/ANALYSIS:

On June 17, 2014, City Council approved a PSA with JNS for a one-year term, with the option to extend for two additional one-year terms, for print and media marketing services. The services included:

- Local and regional television ads and live radio mentions

- Regional print ads in:
 - Los Angeles
 - San Diego
 - Orange County
 - Inland Empire
- Local print ads in:
 - *The Desert Sun*
 - *Travel Host*
 - *Palm Springs Life*
- Airport Display ad

Based on their expert analysis and available metrics, strategies have shifted for the 2015/2016 Fiscal Year as reported during the June 3, 2015 marketing strategies study session. Some of the new strategies include:

- *Locale Magazine*
- *Guide to La Quinta*
- “Selfie” Spots
- *El Dorado Polo* program
- *CV Weekly*
- *Desert Health News*

If approved, Amendment No. 1 will extend the contract for one year with an increased cost of \$2,770, to address the shift in target markets.

The Council has increased the 2015/16 marketing budget. Staff is preparing options for future Council consideration and if the Council elects to undertake additional marketing activities that require additional services, staff will bring an amendment to this contract for these services.

ALTERNATIVES:

Council may direct staff to prepare new bid documents for print and media marketing services; however, JNS has provided excellent service and has a proven track record.

Report prepared by: Tustin K. Larson, Marketing & Events Supervisor
 Report approved for submission by: Edie Hylton, Deputy City Manager

Attachment: 1. Amendment No. 1

**AMENDMENT NO. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR PRINT AND MEDIA MARKETING SERVICES**

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR PRINT AND MEDIA MARKETING SERVICES ("Amendment No. 1") is made and entered into as of the first day of July, 2015 ("Effective Date"), by and between the CITY OF LA QUINTA ("City"), a California municipal corporation, and JNS MEDIA SPECIALISTS ("JNS" or "Consultant").

RECITALS

- A. On or about July 1, 2014 the City and Consultant entered into that certain Professional Services Agreement for Print and Media Marketing Services ("Agreement"). The term of the original agreement expires June 30, 2015.
- B. Pursuant to Section 3.4, Term of the original Agreement, the City may extend the term of the agreement upon mutual agreement by both parties.
- C. City and Consultant now wish to amend the Agreement to modify Section 2.1, Contract Sum, Exhibit A, and Exhibit B, to address a shift in target markets as identified during the June 2, 2015 City Council marketing strategies study session.

AMENDMENT

In consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. SECTION 2.1 OF THE AGREEMENT IS STRUCK IN ITS ENTIRETY AND AMENDED TO READ:

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with Exhibit "B" (the "Schedule of Compensation") in a total amount not to exceed One Hundred Twelve Thousand Seven Hundred Seventy Dollars (\$112,770) (the "Contract Sum"), except as provided in Section 1.6. The method of compensation set forth in the Schedule of Compensation may include a lump sum payment upon completion, payment in accordance with the percentage of completion of the services, payment for time and materials based upon Consultant's rate schedule, but not exceeding the Contract Sum, or such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, transportation expense, telephone expense, and similar costs and expenses when and if specified in the Schedule of Compensation. Regardless of the method of compensation set forth in the Schedule of Compensation, Consultant's overall

compensation shall not exceed the Contract Sum, except as provided in Section 1.6 of this Agreement, "Additional Services."

2. **SECTION 3.4, TERM, IS HEREBY AMENDED TO COMMENCE ON JULY 1, 2015 AND TERMINATE JUNE 30, 2016.**
3. **EXHIBIT A OF THE AGREEMENT IS STRUCK IN ITS ENTIRETY AND AMENDED TO READ:**

Exhibit A Scope of Services

Marketing Budget/Plan

Consultant will develop a budget that includes a strategic media plan that will support local businesses and improve tourism to La Quinta. The plan will contain specific information on research, demographics, and how Consultant will plan, coordinate, oversee, and manage all print and electronic advertising/marketing efforts including, but not limited to media placement, recommendations, optimizations, reporting, and verifying insertion of approved media advertising. Marketing plan will include but not limited to Print, Television, Radio, etc. A portion of the marketing plan will be to support Shoulder Season Events, CVB Co-op opportunities, local co-op opportunities, local and regional messaging.

Print and Electronic

Consultant will research print media, television, and radio media to best reach predetermined target audience. Print Media will include regional publications such as *Locale Magazine* and local publications such as: *The Desert Sun*, *Travel Host Magazine*, *Palm Springs Life*, etc. Consultant will also develop an airport display in a high-traffic area to capture fly market tourists.

Television will include: Time Warner Cable on such Networks for Women 35+ as Bravo, Lifetime, WE, A & E, Food, E, HGTV, Oxygen, Own, ABC Family. Networks for Men 35+ include: FOX News, CNN, MSNBC, ESPN, FOX Sports, AMC, FX, history, TNT, TBS. To reach the Millennial target group networks such as MTV, Animal Planet, Discovery, ESPN, FOX Sports, Spike, Game Show Network, Music Choice, Nick at Nite, SYFI).

Radio will include CBS Radio in regional drive market and local market. This plan will include free "live mentions" talking about the many experiences tourists and Valley residents will receive by visiting the "Gem of the Desert," La Quinta. They will also promote events through these live mentions.

Building the Audience

The goals of this campaign are as follows:

- 1) Coordinate with Graphtek Interactive to maintain the City's messaging.
- 2) Create awareness
- 3) Inspire consumers to make a trip to La Quinta

- 4) Engage target markets with imagery and messaging that promote the amenities of the community.
 - a) Outdoor Adventure
 - b) Health and Wellness
 - c) Arts and Culture
 - d) Events

Creative

Consultant will develop imagery and messaging (creative) for each strategy. Creative will be designed to showcase the wide array of activities and experiences for residents and tourists. Creative will include the development of a new "Guide to La Quinta" promoting upcoming "Signature Events," Local Events, Restaurants, Places of interest, Shopping, and other programs. Consultant will produce and distribute this brochure to hotels, visitor centers, et al., around the Coachella Valley.

Monitoring and Reporting

Consultant will implement a monitoring system and will provide a monthly, quarterly, and annual report showing the effectiveness of campaigns.

4. EXHIBIT B OF THE AGREEMENT IS STRUCK IN ITS ENTIRETY AND AMENDED TO READ:

Exhibit B

Schedule of Compensation

With the exception of compensation for Additional Services, provided for in Section 2.2 of this Agreement, the maximum total compensation to be paid to Consultant under this Agreement is not to exceed One Hundred Twelve Thousand Seven Hundred Seventy Dollars (\$112,770) ("Contract Sum"). The Contract Sum shall be paid to Consultant in installment payments made on a monthly basis and in an amount identified in Consultants Schedule of Compensation attached hereto for the work tasks performed and properly invoiced by Consultant in conformance with Section 2.2 of the Agreement.

5. **DEFINED TERMS.** Except as defined in this Amendment No. 1, all capitalized words and phrases shall have the same meaning ascribed to them in the Agreement.
6. **REMAINING TERMS AND CONDITIONS.** Except as specifically amended by this Amendment No. 1, all terms and conditions in the Agreement shall remain in full force and effect.

[signatures on next page]

IN WITNESS WHEREOF, the City and JNS have executed this Amendment No. 1 to the Professional Services Agreement for Print and Media Marketing Services on the respective dates set forth below.

CITY: CITY OF LA QUINTA a California municipal corporation

Frank J. Spevacek, City Manager

Dated

ATTEST:

Susan Maysels, City Clerk

APPROVED AS TO FORM:

William H. Ihrke, City Attorney

CONSULTANT: JNS Media Specialists

By

Dated

Name

Title

JNS Media Specialists
78100 Main Street, Suite 201
La Quinta, CA 92253