AGENDA ITEM F	FOR ADMINISTRA	ATIVE MEETING
---------------	----------------	---------------

## FROM (DEPT/ DIVISION): UCo Health

## <u>SUBJECT:</u> Radio Contract Renewal

Background: UCo Health has a responsibility to provide accurate educational information to the public. Elkhorn Media Group has been a fantastic partner in helping to have our messages reach the citizens of Umatilla County. All funding for this contract comes from Oregon Health Authority funding. This does include but is not restricted to COVID funding and COVID messaging.	Requested Action: Approve 12-month contract for radio ads and social media with Elkhorn Media Group to provide outreach for a variety of public health related messaging.
---	--

ATTACHMENTS: Contract, presentation

Date: ( 5/27/2022 ) Submitted By: Joseph Fiumara

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*For Internal Use Only\*\*\*\*\*\*\*\*\*\*\*

Checkoffs:

(	<ul><li>) Dept. Heard (copy)</li><li>) Human Resources (copy)</li></ul>	To be notified of Meeting:
( ( (	) Fiscal ) Legal (copy) ) (Other - List:)	Needed at Meeting:

\*

Scheduled for meeting on: June 1, 2022

Action taken:

\*\*\*\*\*\*\*

Follow-up:



### BROADCAST/VIDEO/DIGITAL AGREEMENT & RECEIPT

Station			Star	t	End_	
Length	Descriptio	on, Run Dates		Ra	ate	Total
Accepted		rn Media Group	<b>A</b>			
-				epted by Advertise		
			Date:			
La Grande/I 92.9 K	HKF	John Day/Prairie City 94.5/1400 KJDY	92.7 KZHC	Walla Walla/Tri-Ci 103.5 KWHT	ties	Pendleton/Hermistor 92.1 KUMA 96.5/1290 KUMA
104.7 K	WRL	102.9 KHKO	99.1/1230 KZHC	107.7 KWVN 99.7/1490 KTE		103.1/1240 KTIX
102.3 k 103.1 l			La Grande OR 97850 John Day OR 97845 54	41-575-1400		
			Suite 2, Burns, OR 9772	00 = 641 = 572 = 6040		

This station does not discriminate on the basis of race or ethnicity.

## **Conditions of Contract**

The advertiser placing advertising covered by this contract (hereinafter called ADVERTISER) and the station accepting this contract (hereinafter called STATION) hereby agree that this contract shall be covered by the following conditions.

#### 1.PAYMENT AND BILLING

(a) ADVERTISER agrees to pay and STATION agrees to hold ADVERTISER liable for payment for broadcasts covered by this contract unless otherwise expressly agreed in writing.
(b) ADVERTISER agrees to pay for broadcasts covered by this contract on or before the 10th day of the month following that in which the broadcasting is done unless otherwise stipulated on the face of this contract.
(c) STATION will bill ADVERTISER at monthly intervals unless otherwise stipulated on the face of this contract.
(d) ADVERTISER agrees that in the event payment is not received by the STATION on or before the last day of the month following the month in which the broadcasting is done, 1.5% interest per month (18% annual rate) will be paid to the STATION on the unpaid balance.

#### 2.BREACH OF CONTRACT

(a) STATION reserves the right to cancel this contract without notice at any time upon default by ADVERTISER in the payment of bills, or other material breach on the part of ADVERTISER of any of the conditions herein: Upon such cancellation all broadcasting done hereunder and not paid shall become immediately due and payable.

#### **3.TERMINATION OF RADIO CONTRACT**

(a) Contract may be terminated by either party by giving 30 days written notice. (does not apply to video projects)

(b) If ADVERTISER so terminated this contract, it will pay STATION at earned rate according to STATION'S rate card on which the contract is based. If STATION terminates this contract, ADVERTISER will either agree with STATION on a satisfactory substitute or, if no such agreement can be reached, ADVERTISER will pay STATION according to the rates specified herein for all broadcasts previously rendered by STATION. In the event of termination hereunder, neither party shall be liable to the other party.

#### 4. VIDEO RIGHTS \_\_\_\_\_ Initial Here

Elkhorn Media Group owns the copyright to all moving images and stills used in video form shot by EMG videographers. The client is granted a limited usage license to showcase their completed video project across internet web-pages, social media sites, on demand online video hosting sites, digital displays, digital billboards, events and banners. This license excludes the use of television broadcasting, unless otherwise approved at beginning of the project. The finished video

product may not be re-edited in any way after completion by the client. Additional edits can be requested for for an additional charge. Screenshots of video frames from the finished video for commercial use is allowed. Screen shots and stills from a project pulled by EMG videographer may be available for purchase. Elkhorn Media Group owns raw footage from all projects and may be requested for purchase. Stock footage from the EMG video library may also be available for purchase. 5.GENERAL

(a) This contract is subject to the terms of licenses held by STATION and is subject also to all Federal,

State and Municipal laws and regulations of the Federal Communications Commission.

(b) In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sums as the Court may judge reasonable for attorney's fees at trial or on appeal, in addition to all sums provided by law.

(c) This contract, including the rights under it, may not be assigned or transferred without first obtaining the consent of STATION in writing, nor may STATION be required to broadcast hereunder for the benefit of any other advertiser than the one named on the face of the contract. Failure of STATION or ADVERTISER to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any provision.

Initial here

Subject to conditions contained on the front and back of this contract and any other conditions attached here to. This station does not discriminate on the basis of race or ethnicity.



Comprehensive Marketing Plan for Multiple Awareness Campaigns

# Objective

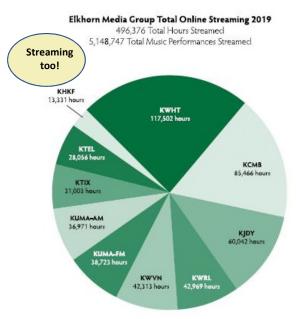
- Promote awareness on multiple facets of public health like:
  - Tobacco
  - COVID Vaccines
  - Suicide Awareness
- All of these messages can be promoted for one price and reach thousands of people in multiple ways
  - Our Radio stations reaches more people, more often, for less money, and is only the medium that can offer that.
  - Our Facebook pages reach over 90,000 followers
  - Our website averages a 300k to 500k page views per month

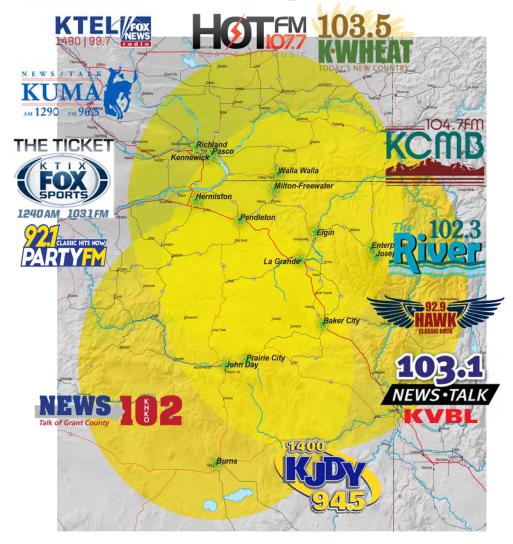
## Why advertise with Elkhorn Media Group?

15 Radio Stations 10 FM Translators 2 Major Websites 4 Major Facebook Pages 2 Mobile Apps Complete Video Department

#### Our service area -

- 566,111Population Eastern Oregon & SE Washington
- 92% of all people are reached daily by Radio





## **MONTHLY INVESTMENT AND SCHEDULE**

- Investment: \$4,150. 00 per month July through June
  - On 103.5 KWHT, 92.1 PARTY FM, 107.7 HOT FM, 96.5 FM/1290 KUMA, 103.1 FM/1240 KTIX
    - Results Driven Campaign run 3 ads a day, everyday, in all dayparts on KWHT, PARTY, HOT FM, KUMA AM, & KTIX
      - 90-93 ads per month, per station
      - Minimum of 450- to 465 per month
    - Drive Time Campaign: Ads run every morning and afternoon drive time on KCMB and KWRLHOT FM, KUMA AM, & KTIX
      - 60 to 62 per month, per station
      - Minimum 120-124 per month
  - Facebook posts
    - Build your awareness campaign by reaching over 90,000 followers on our My Columbia Basin & My Eastern Oregon Facebook pages
    - Will post on both pages every month
  - Banner ad on Elkhorn Media Group Website
    - Build your awareness campaigns by having a banner ad on our website that averages 300,000 to 500,000 page views per month
      - Banner ad can be changed to suit different campaigns