

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(XXX) Action

FROM (DEPT/ DIVISION): UCo Health

SUBJECT: Contract with Elkhorn for the production of video

<p>Background: UCo Health is looking to have a set of videos made to help generate awareness of the STI levels in Umatilla County, and help reduce the stigma impacting those who have tested positive for diseases, such as HIV. Telling true personal stories can have a large impact on both promoting safe practices and education, as well as reducing stigma and which can negatively impact quality of life. This will be fully funded from an OHA STD grant, and this project has been approved by OHA.</p>	<p>Requested Action: Approve the contract and authorize payment to Elkhorn Media Group for an amount of \$25,000.</p>
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ATTACHMENTS: Contract, Invoice

Date: (1/11/2024) Submitted By: Joseph Fiumara

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

Checkoffs:

- () Dept. Heard (copy)
- () Human Resources (copy)
- () Fiscal
- () Legal (copy)
- () (Other - List:)

To be notified of Meeting:

Needed at Meeting:

Scheduled for meeting on: January 17, 2024

Action taken:

Follow-up:

ELKHORN



MEDIA GROUP

RADIO • DIGITAL • SOCIAL • VIDEO

BROADCAST/VIDEO/DIGITAL AGREEMENT & RECEIPT

Account _____

Address _____

Station _____ Start _____ End _____

Length	Description, Run Dates	Rate	Total

Accepted for Elkhorn Media Group

Accepted by Advertiser

By: _____

By: _____

Date: _____

La Grande/Baker City
 92.9 KHKF
 104.7 KCMB
 102.3 KWRL
 103.1 KVBL

John Day/Prairie City
 94.5/1400 KJDY
 102.9 KHKO

Burns
 92.7 KZHC
 99.1/1230 KZHC

Walla Walla/Tri-Cities
 103.5 KWHT
 107.7 KWVN
 99.7/1490 KTEL

Pendleton/Hermiston
 92.1 KUMA
 96.5/1290 KUMA
 103.1/1240 KTIX

1704 Adams Ave. La Grande OR 97850 541-963-3405
 413 Bridge St., John Day OR 97845 541-575-1400
 42 S Broadway Ave Suite 2, Burns, OR 97720 541-573-5942
 30 W Main St. #206 Walla Walla, WA 99362 866-456-5862
 2003 NW 56th St., Pendleton OR 97801 541-276-1511

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.

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.

Elkhorn Media Group
 2003 NW 56th Dr
 Pendleton, Oregon 97801
 Phone: (541) 276-1511
 Email: stacie@elkhornmediagroup.com

Advertiser: Umatilla County Public Health
 Order #: 2826088500882
 Date Entered: 01/10/2024
 Last Modified: 01/10/2024
 Product:
 Salesperson: Nicolle Naughton
 Billing Cycle: Calendar Month
 Estimate #:

Umatilla County Public Health
 200 SE 3rd Street
 Pendleton, OR 97801

Order Date Range: 01/10/2024 through 01/31/2024 (4 weeks)
Media Outlets: KWHT-FM

Alternative Revenue Schedule

#	Start Date	End Date	Station	Pricing	Rate	Qty	Total
1	01/10/24	01/31/24	KWHT-FM	Per Unit/1 Unit(s) Per Invoice	1,650.00	1	1,650.00
	Description: Video/Existing Radio						
2	01/10/24	01/31/24	KWHT-FM	Per Unit/43 Unit(s) Per Invoice	300.00	43	12,900.00
	Description: Additional Days/Minutes						
3	01/10/24	01/31/24	KWHT-FM	Per Unit/11 Unit(s) Per Invoice	300.00	11	3,300.00
	Description: Closed Captioning						
4	01/10/24	01/31/24	KWHT-FM	Per Unit/11 Unit(s) Per Invoice	300.00	11	3,300.00
	Description: Other Video						
5	01/10/24	01/31/24	KWHT-FM	Per Unit/11 Unit(s) Per Invoice	300.00	11	3,300.00
	Description: Extra Edits						
6	01/10/24	01/31/24	KWHT-FM	Per Unit/2 Unit(s) Per Invoice	275.00	2	550.00
	Description: Additional Days/Minutes						

Station Totals

Station	On-Air Count	Digital Count	Web Count	Other Count	Gross Billing	Net Billing
KWHT-FM	0	0	0	79	\$25,000.00	\$25,000.00
Totals	0	0	0	79	\$25,000.00	\$25,000.00

Total Charges: \$25,000.00
Total Net: \$25,000.00

Net 30 days

Projected Billing By Calendar Month

Month	Year	Gross Billing	Net Billing
January	2024	\$25,000.00	\$25,000.00
Totals		\$25,000.00	\$25,000.00

Accepted for Elkhorn Media Group

Accepted for advertiser OR agency as agent for the advertiser

 Name Title

 Name Title