

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

FROM (DEPT/ DIVISION): UCo Health

SUBJECT: Approval for expense of Video Creation

<p>Background: UCo Health’s Quality Improvement council has been restarted. One area that the council identified as a need for UCo Health is to raise awareness in the community regarding all of the various activities that are conducted by our staff in the community. They have voted on the creation of videos that can be shared through social media showing clips of our various departments conducting work in the community. We have received a quote from Elkhorn Media to produce 5 videos for the following departments: School Based Health Center, Clinic, Public Health Emergency Preparedness, Communicable Disease, and Nurse-Family Partnership. Funds for this expense would from OHA Modernization Funds, and support of Quality Improvement Activities was an approved component of our work plan.</p>	<p>Requested Action: Approve payment to Elkhorn Media Group for \$15,000 to create videos for UCo Health.</p>
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ATTACHMENTS: Elkhorn Media Quote

Date: ( June 2, 2023 ) 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:

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Scheduled for meeting on: June 21, 2023

Action taken:

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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.*