

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

FROM (DEPT/ DIVISION): UCo Health

SUBJECT: Contract for Radio Advertisement

<p>Background: Throughout the pandemic, UCo Health has utilized radio advertisements as an affordable way to reach many of the residents of Umatilla County. We are looking to continue/update new contracts to ensure continued ability to provide health messaging to our community. The proposed contract is with 93.7 FM The Q & AM 1360 KOHU for health messaging. 8 30 second ads per day. Most messaging expected to be communicable disease and tobacco cessation related messaging. Paid for from State issued grants that are program specific. No general fund usage is expected.</p>	<p>Requested Action: Approve 12 month contract with 93.7 FM The Q & AM 1360 KOHU for health messaging, paid for monthly, with total 12 month cost of \$32,120.00</p>
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ATTACHMENTS: Proposed Contract from 93.7 FM The Q & AM 1360 KOHU

Date: (1/28/2022) 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: February 2, 2022

Action taken:

Follow-up:

Contract



Contract #: CON-HER-DM-1023
Product: Rate/Volume Agreement
Type: Local Direct

01-05-2022
 HEALTH AWARENESS MESSAGING

93.7 FM The Q & AM 1360 KOHU

UMATILLA COUNTY HEALTH DEPT

David McCarthy
 (509) 944-6026
 PO BOX 145
 Hermiston OR
 US 97838
 dmccarthy@westendradiogroup.com

200 SE 3rd St
 Pendleton OR
 US 97801
 (541) 278-5432

Description	Run Dates	Run Weeks	Cost	Calendar Month	Spots
Every Day! / #1	02-01-2022 to 01-31-2023	All Weeks	Based on Rate & Volume		5840

Stations: 93.7 FM The Q & AM 1360 KOHU

This is about as aggressive as I suggest we go for a health based campaign.
 You'll be receiving 8 :30-second Ads a day on both stations between 6a-10p, every day for a year starting 2/1/21

That being said if your budget allows for expansion we can do some more targeted times (like 6a-7p instead of 6a-10p), sponsoring our Odds N Ends program, or even throwing in a few :60 second ads a day (although I usually recommend against :60s unless your content is REALLY compelling).

If you'd like even more ads a day, or even just on days you'd like to target, (like 10-12/day) we can also accommodate that, but we'd want to be sure we are featuring a variety of ads in rotation rather than just ONE ad that plays 10-12 times a day.

Daypart	Type	Length	Rate	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total	Cost
Each station 6a-10p	ROS (ComboRate)	30sec	\$5.50	8	8	8	8	8	8	8	56	\$308.00

Total Spots	5840
Total	\$32,120.00

Amounts quoted are in USD

Projected Billing (USD)			
February, 2022	\$2,464.00	March, 2022	\$2,728.00
April, 2022	\$2,640.00	May, 2022	\$2,728.00
June, 2022	\$2,640.00	July, 2022	\$2,728.00
August, 2022	\$2,728.00	September, 2022	\$2,640.00
October, 2022	\$2,728.00	November, 2022	\$2,640.00
December, 2022	\$2,728.00	January, 2023	\$2,728.00

Projected Billing By Media Outlet (USD)			
93.7 FM The Q			\$16,060.00
February, 2022	\$1,232.00	March, 2022	\$1,364.00
April, 2022	\$1,320.00	May, 2022	\$1,364.00

June, 2022	\$1,320.00	July, 2022	\$1,364.00
August, 2022	\$1,364.00	September, 2022	\$1,320.00
October, 2022	\$1,364.00	November, 2022	\$1,320.00
December, 2022	\$1,364.00	January, 2023	\$1,364.00
AM 1360 KOHU			\$16,060.00
February, 2022	\$1,232.00	March, 2022	\$1,364.00
April, 2022	\$1,320.00	May, 2022	\$1,364.00
June, 2022	\$1,320.00	July, 2022	\$1,364.00
August, 2022	\$1,364.00	September, 2022	\$1,320.00
October, 2022	\$1,364.00	November, 2022	\$1,320.00
December, 2022	\$1,364.00	January, 2023	\$1,364.00

Authority to Proceed

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 & BILLING

(a) ADVERTISER agrees to pay, and STATION agrees to hold ADVERTISER liable for payment for broadcasts covered by this contract unless expressly otherwise agreed in writing.

(b) ADVERTISER agrees to pay for broadcasts covered by the contract on or before the 12th day of the month following that in which the broadcasting is done unless 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, 2% interest per month (24% annual rate) will be paid to the STATION on the unpaid balance.

2. BREACH OF CONTRACT

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

3. TERMINATION

(a) Contract may be terminated by either party by giving 30 days written notice.

(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 then either agree to 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. GENERAL

(a) This contract is subject to the terms of licenses held by the 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 adjudge to be reasonable for attorney's fees at trial or 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 the 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 of waiver as to that or any provision.

(d) Advertising Sales Agreements with KOHU & The Q do not discriminate on the bases of race or ethnicity.

Name: _____ **Title:** _____ **Signature:** _____ **Date:** _____

Name: _____ **Title:** _____ **Signature:** _____ **Date:** _____