

**INTERGOVERNMENTAL AGREEMENT**  
**by and between**  
**Clatsop County, Tillamook County and Columbia County**  
**for Tobacco Prevention and Education Program (TPEP) Services**

This Agreement is made by and between Clatsop County, a political subdivision of the State of Oregon, Tillamook County, a political subdivision of the State of Oregon and Columbia County, a political subdivision of the State of Oregon (collectively, the "Parties").

WHEREAS, Parties are authorized under the provisions of ORS 190.003 to 190.030, and ORS 203.035, to enter into intergovernmental agreements for the performance of any and all functions that they have authority to perform; and

WHEREAS, The Parties have each received funding from Ballot Measure 108 tobacco tax revenues ("TPEP Revenue") to address commercial tobacco use inequities and develop or enhance community partnerships, including with community-based organizations that received new public health funding through Oregon Health Authority (OHA); and

WHEREAS, such funds must be spent by June 30, 2023; and

WHEREAS, The Parties acknowledge the following:

- Youth vaping rates in Oregon and in the North Coast region are steadily increasing as youth continue to access e-cigarettes, and Latino/a/x youth are often more likely to be susceptible to vaping;
- E-cigarettes continue to be a health concern due to the risks of addiction, cognitive and emotional impacts, and lung damage, which can be especially detrimental in youth and adolescents. Targeted advertising by the e-cigarette industry puts youth at higher risk for initiating use;
- Oregon's North Coast region is unique in its rurality and differs from other rural areas throughout the state;
- The Parties are collectively committed to health equity and the inclusion of bilingual materials and effective messaging for Latino/a/x community members;
- By collaborating on unified messaging for a regional communications campaign to advance efforts in reducing tobacco use, especially vaping, and increase access to certified cessation services, the Parties expect to have a larger impact than by developing messaging separately;
- The anticipated impacts of this unified campaign are increased access to information on tobacco prevention and cessation resources for the region's Latinx populations and reduced health disparities related to tobacco/nicotine use; and

WHEREAS, The Parties desire to collaborate on a coordinated effort to provide a culturally specific and linguistically appropriate communication campaign about youth prevention on vaping and tobacco/nicotine.

NOW THEREFORE, Parties hereby agree, as follows:

1. Program. The purpose of this IGA is to form a collaborative Tobacco Prevention and Education Program (hereafter "TPEP") team comprised of Tillamook, Clatsop, and Columbia County Public Health representatives (the Parties) to address shared regional concerns, ideas, and plans pertaining to tobacco use including but not limited to messaging/marketing/communication, prevention education campaigns, and shared strategies. For the fiscal year 2023, the Parties will carry out a Tobacco Prevention Education Campaign (hereafter the "Campaign") for youth vaping prevention and cessation. The Campaign will be carried out in part by Clatsop County through a contractor selected by Clatsop County with input from the Parties with izo (hereafter known as "Contractor").
2. Parties agree to the following:
  - 2.1 Commit to attending and participating in bi-weekly meetings with other County TPEP representatives pertaining to the Campaign and other collaborative TPEP projects.
  - 2.2 Commit to attending and participating in bi-weekly meetings with Contractor pertaining to the Campaign for youth vaping prevention as defined in the "Scope of Work" for Contractor, attached as Exhibit A.
  - 2.3 Contribute funds toward the Campaign payable to Clatsop County Public Health in two equal payments as set forth in Sections 4.1 and 5.2, herein.
  - 2.4 Review quarterly budget and progress reports provided by Clatsop County to ensure timely implementation of the Campaign.
  - 2.5 Provide and review reports on media placement analytics.
  - 2.6 Submit timely required written project updates and reports to Oregon Health Authority.
3. Clatsop County agrees to:
  - 3.1 Coordinate contract negotiations and execution, payments, and Contractor compliance.
  - 3.2 Provide reports on project progress and expenditures to the Parties of this Agreement.
  - 3.3 Contribute \$18,000 toward the development of the Campaign, \$10,000 of which will be contributed to the shared cost of Campaign development, and \$8,000 toward county-specific media placement purchasing through Contractor.

3.4 Submit timely required written project updates and reports to Oregon Health Authority every six months or as requested by Clatsop County's OHA liaison.

4. Columbia County Agrees to:

4.1 Contribute \$15,000 toward the Campaign payable to Clatsop County Public Health in two payments of \$7,500 each; one due on March 1, 2023 and the second payment due June 30, 2023 consistent with invoices provided by Clatsop County. \$10,000 of this will be contributed to the shared cost of Campaign development, and \$5,000 this contribution will be used for county-specific media placement purchasing through izo.

4.2 Create and distribute ongoing meeting invitations for bi-weekly check-ins between county TPEP representatives.

4.3 Submit timely required written project updates and reports to Oregon Health Authority every six months or as requested by Columbia County's OHA liaison.

5. Tillamook County agrees to:

5.1 Create and distribute meeting invitations, agendas, and notes for bi-weekly meetings with Contractor for the first six months of this Agreement.

5.2 Contribute \$10,000 toward the Campaign payable to Clatsop County Public Health in two payments of \$5,000 each; one due on March 1, 2023 and the second payment due June 30, 2023 consistent with invoices provided by Clatsop County. This funding will be contributed to the shared cost of Campaign development.

5.3 Submit timely required written project updates and reports to Oregon Health Authority every six months or as requested by Tillamook County's OHA liaison.

6. Personnel. No employees will be transferred pursuant to this Agreement. Clatsop County is hereby engaged under this Agreement as an independent contractor.

7. Term. This Agreement shall be effective when signed by the parties and shall expire on June 30, 2023, unless sooner terminated as provided herein.

8. Termination. Either party may terminate this Agreement for convenience upon 30-days' advance written notice to the other party. Funds due to Clatsop County for payment to Contractor prior to the termination date shall continue to be due and payable.

9. Indemnity/Hold Harmless. Each Party agrees to indemnify and hold harmless the other Parties, from and against all third-party claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected to the indemnifying Party's performance, or failure to perform, its obligations under this Agreement or any other negligent or willful act or omission by such Party. This obligation is subject to the limits and provisions of the Oregon

Tort Claims Act, ORS 30.260 to 30.300, and as to the County, Article XI, Section 10 of the Oregon Constitution.

**10. Insurance.** Each Party shall maintain comprehensive general liability and property damage insurance or self-insurance in amounts up to the limits of the Oregon Tort Claims Act as to any and all work performed pursuant to this Agreement.

**11. Method and Place of Giving Notice.** Unless otherwise expressly stated herein all notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail to the following person at the addresses so indicated:

FOR CLATSOP COUNTY:

Scott Huddleston  
820 Exchange Street, Suite 100  
Astoria, Oregon 97103

FOR COLUMBIA COUNTY:

Suzanne Beaupre  
230 Strand Street  
St. Helens, Oregon 97051

FOR TILLAMOOK COUNTY:

Irene Fitzgerald  
PO Box 489  
Tillamook, Oregon 97141

And when so addressed shall be deemed given upon deposit into the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

**12. Mediation.** In the event that a dispute arises between the Parties, out of or relating to this Agreement, the Parties agree to submit to such dispute or a mediator agreed to by the Parties as soon as practicable after the dispute arises and preferably before commencement of litigation of any permitted arbitration.

**13. Severability.** If any term or provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement, including the application of any term or provision to persons or circumstances other than those as to which the application is declared invalid or unenforceable, shall not be affected.

**14. Attorney Fees.** If suit or action is instituted arising out of this Agreement, each party shall be responsible for its own attorney fees.

**15. Governing Law; Venue.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the State of Oregon (without regard to conflicts of law principles). Venue shall lie exclusively

in the Circuit Court of the State of Oregon for Columbia County in St. Helens, Oregon.

16. Merger. This Agreement represents the entire agreement between the parties for the services provided herein. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both Parties.

17. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed in two counterparts.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CLATSOP COUNTY

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
County Manager

By: \_\_\_\_\_  
Casey Garrett, Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Clatsop County Counsel

Approved as to form

By: \_\_\_\_\_  
Columbia County Counsel

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Dated this 18th day of January, 2023.

THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

\_\_\_\_\_  
Erin Skaar, Chair

\_\_\_\_\_  
Mary Faith Bell, Vice-Chair

\_\_\_\_\_  
David Yamamoto, Commissioner

ATTEST: Tassi O'Neil,  
County Clerk

By: \_\_\_\_\_  
Special Deputy

Aye    Nay    Abstain/Absent

\_\_\_\_    \_\_\_\_    \_\_\_\_/\_\_\_\_

\_\_\_\_    \_\_\_\_    \_\_\_\_/\_\_\_\_

\_\_\_\_    \_\_\_\_    \_\_\_\_/\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
William K. Sargent,  
County Counsel

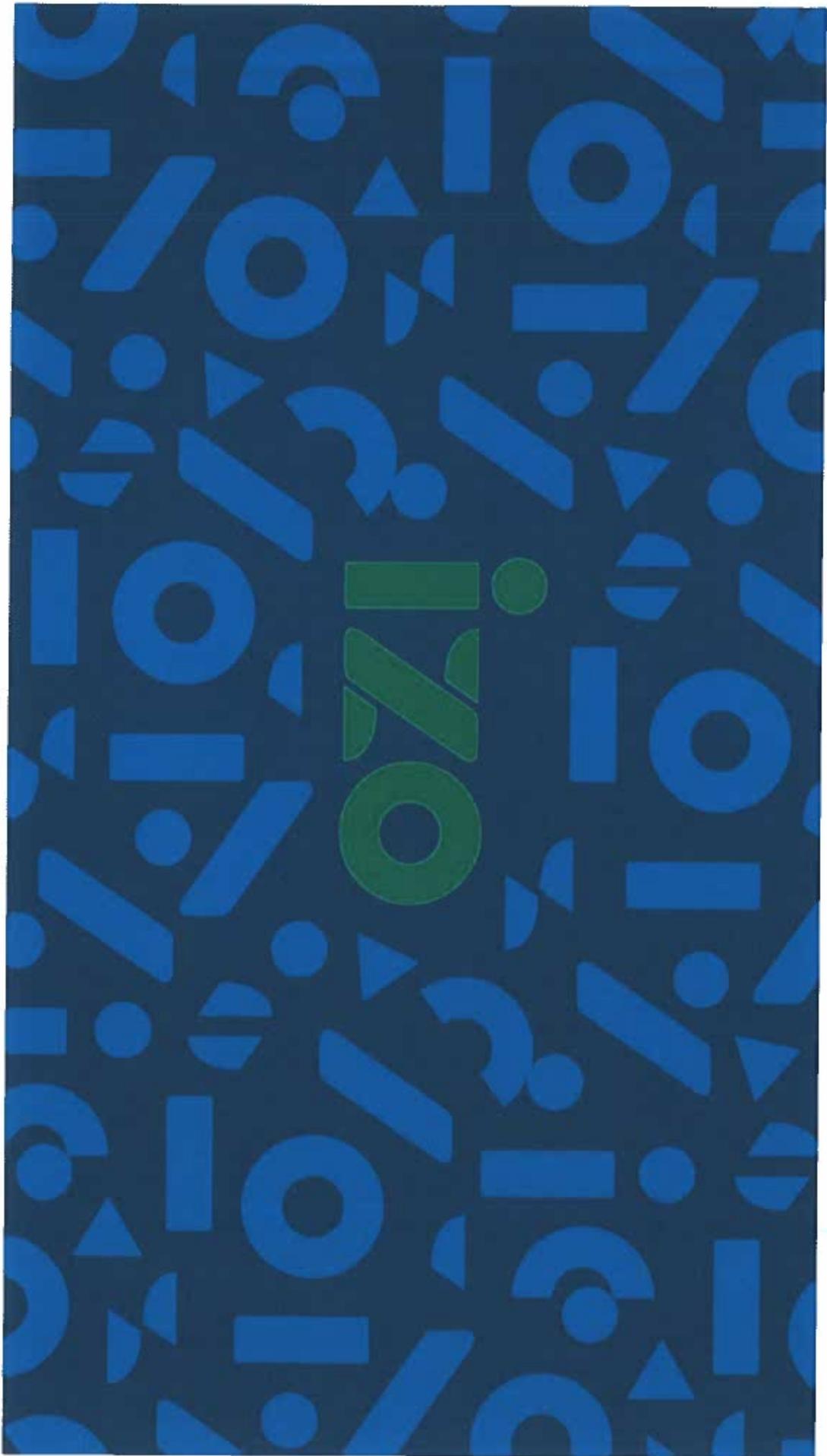


EXHIBIT A

# **North Coast PH group 2022**

## **Statement of Work**

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## **Summary**

Izo proposes to develop a culturally specific and linguistically appropriate communication campaign about Youth prevention on vaping and tobacco/nicotine. Izo has extensive experience reaching communities across the state of Oregon. Our campaign work to include educating communities and informing them about the resources and services available to them. Izo has the community relationships and networks to educate youth living in Clatsop, Columbia, and Tillamook counties, especially our most vulnerable communities.

## **Goal**

Create awareness on the harmful effects of vaping and the usage of tobacco/nicotine.

## Phased Campaign Approach

### Phase 1

Definition/Planning Phase

### Phase 2

Design and production.

### Phase 3

Strategy Implementation

# Phase 1

## Definition/Planning Phase

- Review programs goals, messaging, key activities. Discuss goals as a team and with stakeholders and write these goals and how messages will help reach those goals. Write out as part of the communications and marketing plan.
  - At this stage of the project goals are planned out. Review Attachment B "Information for Communities".
- Message planning. Define what needs to be said and how.
  - Review messages and goals, define the format to best deliver messages based on audience needs.
  - Does the message require a visual? Would a video allow you to convey the message more personally?
  - Are there audiences who may not read their native language very well?
  - Would an audio message be the preferred form of communication? Planning frequency across the communication strategy allows you to ensure your messages will be heard and retained by your target audience.

# Phase 1

## Definition/Planning Phase

- Audience
  - Who are we talking to? Take into account language, geographic locations, demographics, behaviors, audience insights. Define what each audience actually needs. The needs of each audience group will define how to best communicate and this may differ depending on the audience group.
- Measurement and refinement.
  - Define how to measure how messages are resonating and if needed be able to refine messages, format, or channels quickly when adjustments are needed from learnings or audience insights.
- Share strategy framework and content ecosystem.
  - Strategy framework to include a strategic plan for distribution of the materials described in this General Requirements Section with an emphasis on culturally sensitive and responsive outreach.

## Phase 2

### **Design and production.**

- Produce creative in the formats outlined in the strategy framework. Throughout the design and production process Clatsop, Columbia, and Tillamook are invited to participate in the design of materials. Izo to provide information and updates throughout the process.

## Phase 3

### **Execute the strategy.**

- Strategies include advertising on media such as radio, social media and other appropriate communication channels. Connect with community based organizations (PODER) and supporting them in activities that will help get the message across and achieve the awareness goals. Connect with media, reporters, and other media outlets and pitch the PSA's for distribution among their listeners. Izo's relationships with many organizations throughout Oregon through the Oregon Latinx Leadership Network (PODER) can be leveraged to help create awareness within micro communities throughout Oregon.

## Service Costs

Task	Deliverables	Cost
<p><b>Research &amp; Discovery</b> Meet with subject matter experts to learn about past and more recent efforts and campaigns in the region. Review resources on what works, challenges and gain insights.</p>	<p><b>Deliverable:</b> Document outlining findings.</p>	<p>\$3,000</p>
<p><b>Strategic Planning</b></p> <ul style="list-style-type: none"> <li>• Messaging Campaign timeline.</li> <li>• 1 message is for youth, 1 message for caregiver, 1 message for general community</li> <li>• Marketing Plan &amp; Creative Direction</li> </ul>	<p><b>Deliverable:</b> Document outlining communication plan and activities. Schedule outlining project plan and communication plan.</p>	<p>\$5,000</p>
<p><b>Social Media Strategy</b></p> <ul style="list-style-type: none"> <li>• Media planning, media strategy, ad buying and placement. Campaign management, ad optimization, analytics, and monthly reporting.</li> <li>• Monitor and respond to social media messages/comments/shares/lads in Spanish.</li> </ul>	<p><b>Deliverable:</b> Document with Social media strategy with direction for Spanish &amp; English language content.</p>	<p>\$5,000 <i>Estimate based on media buy budget</i></p>

# Service Costs

FROM	DELIVERABLE	COST
<p><b>Radio PSA</b> Design and Develop one (PSA) Radio recording in Spanish. (One round of revisions and edits included, additional rounds may be requested).</p> <p><i>*Additional rounds of edits are billed at \$500 per additional round.</i></p>	<p>Deliverable: 1 Radio in spanish between 15 seconds or 30 seconds</p>	<p>\$1,500</p>
<p><b>Video PSA(Spanish)</b> Design and Develop one (PSA) video recording in Spanish. (One round of revisions and edits included, additional rounds may be requested).</p> <p><i>*Additional rounds of edits are billed at \$500 per additional round.</i></p>	<p>Deliverable: 1 Video in spanish (30 second)</p>	<p>\$4,000</p>
<p><b>Video PSA (English):</b></p> <ul style="list-style-type: none"> <li>• Translate/transcreate video script</li> <li>• Record voice over</li> <li>• *If appropriate, add captions to the video.</li> <li>• Create needed versions for all communication channels.</li> </ul> <p><i>*Cost for recording an entirely separate English language PSA. \$3,000</i></p>	<p>Deliverable: Video ready files along with srt files and packaged video files in appropriate formats.</p>	<p>\$1,000</p>

## Service Costs

Task	Deliverables	Cost
<p><b>Brand style guide for campaign:</b> Develop a culturally specific and linguistically appropriate brand style guide for Campaign.</p>	<p><b>Deliverable:</b> PDF Document color pallet/imagery /graphics tone and style of all the creative for the campaign</p>	<p>\$2,500</p>
<p><b>Social Media:</b> Design and develop graphics and written messaging designed explicitly for social media that communicate the information of the Campaign.</p> <ul style="list-style-type: none"> <li>- 9 social media sets</li> <li>- Languages Included Spanish &amp; English. (One round of revisions included)</li> <li>- PODER social media Services</li> </ul>	<p><b>Deliverable:</b> 18 social media Sets (Spanish &amp; English) One set includes artwork and copy.</p>	<p>\$8,000</p>

## Service Costs

Item	Deliverables	Cost
Admin. Project Management	Deliverable: Present/update Clatsop, Columbia, and Tillamook counties as needed. Manage project from beginning to end.	\$10,000
Transcreation of all Spanish copy	Deliverable: All spanish deliverables will be transcreated to English so client can review.	\$2,500
Final Report	Deliverable: Report of ads placed/media buys, social media analytics, and reach.	\$1,500
<b>Estimate: \$44,000</b>		

<b>Paid Media</b>	
Media planning, media strategy, ad buying and placement. Campaign management, ad optimization, analytics, and monthly reporting.	<b>Project based (range of \$1k - 10k in services)</b>
> <b>Ad Buy (optional):</b> YouTube	(Recommended ad buy \$750-\$1,500 per month)
> <b>Ad Buy (optional):</b> Television	(Recommended ad buy \$1,500-\$2,500 per month)
> <b>Ad Buy (optional):</b> Radio	(Recommended ad buy \$750-\$2,000 per month) *Depends on radio stations selected and locations.
> <b>Ad Buy (optional):</b> Print	(Recommended ad buy \$400-\$900 per month)
> <b>Ad Buy (optional):</b> Social Media	(Recommended ad buy \$900-\$2,500 per month)

<p>&gt; <b>Ad Buy (optional):</b> Public Transportation/Signs (OOH)</p>	<p>(Recommended ad buy \$1,000-\$5,000 per month)</p>
<p>&gt; <b>Ad Buy (optional):</b> Billboards</p>	<p>(Recommended ad buy \$750-\$5,000 per month) *based on billboard location.</p>
<p>&gt; <b>Ad Buy (optional):</b> Digital - (Google Display Ads)</p>	<p>(Recommended ad buy \$750-\$2,500 per month)</p>

# Thank you

For any questions, contact:

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Damian Espinoza | [darnian@izomarketing.com](mailto:darnian@izomarketing.com)