

2812 S. Bus. Hwy 2811  
Edinburg, Texas 78539  
Phone: (956) 318-2626  
Fax: (956) 318-2629  
www.co.hidalgo.tx.us/purchasing

## TRANSMITTAL FORM

Today's Date:	<u>10/14/2020</u>	Department:	<u>110-002 - Co Judge-Public Affairs</u>
Contract No.:	<u>PO</u>	Effective Date:	<u>Upon Execution</u>
Description of Project:	<u>Media Strategy Campaing</u>		
Awarded Vendor:	<u>Lamar, R Communications and Entravision</u>		
CC Approval on	<u>10/13/2020</u>	AI-	<u>77760</u>

### Routing of documents:

- 1. Executive Office – Attn: Monica Salinas
- 2. District Attorney's Office – Attn: David Cantu
- 3. County Judge's Office – Attn: Richard F. Cortez
- 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- 5. Purchasing Department – Attn: Tanya DeLira ext. 4878

### **ATTENTION COUNTY CLERK'S OFFICE:**

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – RFB Procurement Packet
- Exhibit B – Fee Schedule/Bid Page ( Pgs. \_\_\_\_\_ to \_\_\_\_\_ )
- Exhibit C – Certificate of Liability Insurance
- Other: Ms. Moni, may you please route it for signatures.

Brownsville/Rio Grande Valley  
 2001 Industrial Way  
 San Benito, TX 78586  
 Phone: 956-399-4900  
 Fax: 956-399-4993



CONTRACT # 3501939

Date: 10/9/2020  
 New/Renewal: RENEWAL  
 Account Executive: Alyssa Flores  
 Phone: 956-399-4900

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	761523-0
Name	HIDALGO COUNTY
Address	100 E. CANO , 1ST FLOOR
City/State/Zip	EDINBURG, TX 78539
Contact	Jane Lopez
Email Address	jane.lopez@co.hidalgo.tx.us
Phone #	(956) 292-7026
Fax #	
P.O./ Reference #	
Advertiser/Product	HIDALGO COUNTY
Campaign	

FILED  
 AT 10:30 O'CLOCK A.M.  
 OCT 16 2020  
 BY ARTURO GUANABAO, JR. COUNTY CLERK  
 HIDALGO COUNTY, TEXAS  
 DEPUTY

Space										
# of Panels: 4								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Billing Periods	Invest Per Period	Cost
70009 30673390	045-HIDALGO COUNTY, TX	SS Exp 83 250' W/O S. 29th St, McAllen	Yes	Digital Bulletin	14' 0" x 48' 0"		10/19/20-01/10/21	3	\$3,990.00	\$11,970.00
70010 30773547	045-HIDALGO COUNTY, TX	WS EXP 281 700' N/O BUS 281, EDN	Yes	Digital Bulletin	14' 0" x 48' 0"		10/19/20-01/10/21	3	\$3,710.00	\$11,130.00
70016 30890710	045-HIDALGO COUNTY, TX	US Exp 83, E/O Bridge St. @ Airport Dr. Weslaco, TX	Yes	Digital Bulletin	14' 0" x 48' 0"		11/02/20-11/15/20	1	\$1,485.00	\$1,485.00
70016 30890710	045-HIDALGO COUNTY, TX	US Exp 83, E/O Bridge St. @ Airport Dr. Weslaco, TX	Yes	Digital Bulletin	14' 0" x 48' 0"		11/16/20-02/07/21	3	\$2,970.00	\$8,910.00

Total Space Costs: \$33,495.00

**Special Considerations:**

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment. **AF**

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Administrative Assistant  
 (Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	HIDALGO COUNTY
Signature:	<i>Richard F. Cortez</i> (signature above)
Name:	Richard F. Cortez (print name above)
Date:	10/15/20 (date above)

APPROVED BY  
 COMMISSIONERS' COURT  
 ON: 10/13/20 *JR*

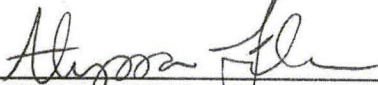





CONTRACT # 3501939

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

  
ACCOUNT EXECUTIVE: Alyssa Flores

  
GENERAL MANAGER

10-14-20  
DATE

### STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date. *Notwithstanding the former, the Advertiser will not be liable for services not rendered.* AF NK
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract. *To the extent permitted by applicable law.* AF NK
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding. *Applied to the oldest invoices outstanding [to the extent permitted by applicable law]* AF
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** ~~All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.~~ *This Agreement may be terminated by the County without cause upon thirty (30) days written notice.* AF NK
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
- 11. Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
- 12. Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.



Brownsville/Rio Grande Valley  
2001 Industrial Way  
San Benito, TX 78586  
Phone: 956-399-4900  
Fax: 956-399-4993



CONTRACT # 3501939

Date: 10/9/2020  
New/Renewal: RENEWAL  
Account Executive: Alyssa Flores  
Phone: 956-399-4900

13. Digital Provisions: Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.

14. Customer Supplied Content (iSpots) License and Indemnity Agreement

Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character, contents or subject matter of any copy displayed or produced pursuant to this contract.

14(a) - Customer Supplied Content - When Advertiser desires to purchase digital advertising from Lamar featuring images, photographs, graphics, text, data, or other such media ("Customer Supplied Content (CSC)") that will be provided by Advertiser, some of which may be owned and/or provided, directly or indirectly, by a third party (hereinafter "Third Party Customer Supplied Content or Third Party CSC"):

(i) the Advertiser shall be solely responsible to ensure the appropriateness and inoffensive or otherwise innocuous nature of the CSC or Third Party CSC.

(ii) Advertiser acknowledges that Advertiser is solely responsible for acquiring, licensing, and/or purchasing any Third Party CSC and/or has the authority to use and to license CSC and Third Party CSC.

(iii) Advertiser warrants that the CSC and/or Third Party CSC will comply with all applicable local, state and federal laws and regulations.

(iv) Advertiser shall be solely responsible for the truthfulness, accuracy, integrity, and lawfulness of the CSC and/or Third Party CSC.

(v) Advertiser shall defend, cover, indemnify and hold Lamar harmless for all loss, expense or damages, of whatever nature, which may be incurred by Lamar as a result of any claims or actions in connection with Lamar's or Lamar's affiliates and subsidiaries for use of the CSC or Third Party CSC. Claims or Actions shall specifically include but not be limited to the CSC's or Third Party CSC's public appropriateness. The foregoing duty to defend, cover and indemnify shall include, without limitation, a duty to pay any attorneys' fees and other costs of defense incurred by Lamar and its affiliates or subsidiaries.

(vi) Advertiser hereby grants to Lamar a paid up, non-exclusive, royalty-free license to use, reproduce, display, perform and modify the CSC and Third Party CSC, on its digital displays or to adapt the CSC and Third Party CSC for such use. The license granted herein includes the right to prepare works which may be considered derivative works of the CSC and/or Third Party CSC or any intellectual property contained therein. Additionally, Advertiser grants to Lamar such trademark license rights as may be necessary for Lamar to use the CSC and Third Party CSC on its digital displays.



(con't signature page)

## SERVICE AGREEMENT

**Company's Name:** Lamar Media Corp.

**Department:** Hidalgo County

**AI-77760** Approved on CC on 10/13/20

### APPROVED AS TO FORM:

Office of the Hidalgo County Criminal District Attorney

By: David R. Cantu  
David R. Cantu, Assistant District Attorney  
Civil Litigation Division

### ATTEST:

By: Arturo Guajardo  
Arturo Guajardo, County Clerk



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2020-677880

Date Filed:  
10/13/2020

Date Acknowledged:  
10/14/2020

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Lamar Outdoor Advertising  
San Benito, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2020-452 Hidalgo County  
Outdoor Advertising

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lamar Outdoor Advertising	San Benito, TX United States	X	

5 Check only if there is NO Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Lamar Outdoor Advertising  
 San Benito, TX United States

Certificate Number:  
 2020-677880

Date Filed:  
 10/13/2020

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County

Date Acknowledged:

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2020-452 Hidalgo County  
 Outdoor Advertising

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lamar Outdoor Advertising	San Benito, TX United States	X	

**5 Check only if there is NO Interested Party.**


**6 UNSWORN DECLARATION**

My name is Tracy Garcia and my date of birth is \_\_\_\_\_

My address is 2001 Industrial Way San Benito TX 78580 US  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cameron County, State of Texas, on the 14 day of October, 2020  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
(Declarant)

**SAM Search Results**  
**List of records matching your search for :**

**Record Status: Active**  
**DUNS Number: 069536118**

<b>ENTITY</b>	Lamar Media Corp.	Status: Active
DUNS: 069536118	+4:	CAGE Code: 1PWS2 DoDAAC:
Expiration Date: 06/15/2021	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 5321 Corporate Blvd		
City: Baton Rouge	State/Province: LOUISIANA	
ZIP Code: 70808-2506	Country: UNITED STATES	