



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>12/03/2020</u>	Department:	<u>110-002 - Co Judge-Public Affairs</u>
Contract No.:	<u>Purchase Order</u>	Effective Date:	<u>12/03/20</u>
Description of Project:	<u>Covid-19 Media Advertising</u>		
Awarded Vendor:	<u>Sinclair</u>		
CC Approval on	<u>12/01/2020</u>	AI-	<u>78518</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.

DIGITAL MARKETING CAMPAIGN

HIDALGO COUNTY DIGITAL MARKETING CAMPAIGN

- Connected Television / OTT
- Digital Video / OTT
- Geofencing / Geotargeting
- Audience Targeting / Retargeting
- YOUTUBE Pre Rolls

Investment

DEC

5000

2500

3000

2000

3000

\$15,500



Richard F. Cortez

Name (print)

Hidalgo County

Business Name

Richard F Cortez

12/3/20

Signature

Date

30 day written notice required in the event of a cancellation.

This contract is between the station and the client. This agreement has been negotiated in good faith and is non-transferrable to a third party media buying agency. Upon contract completion, all rates, programming and promotions are subject to change. Sinclair Broadcast Group and its stations, whether owned or operated, do not discriminate in advertising contracts on the basis of race or ethnicity. Any provision in any order or agreement for advertising that purports to discriminate on the basis of race or ethnicity, even if handwritten, typed or otherwise made part of a particular contract, is hereby rejected.

SINCLAIR
BROADCAST GROUP

Paid Search/YouTube Advertising Service

This Advertising Proposal ("You Tube Pre Rolls"), dated {December 1, 2020, is by and between The County of Hidalgo and Compulse Integrated Marketing ("Compulse"). This Proposal may be accepted by Client up to 60 days from creation date; if this Proposal is not signed by Client and returned to Compulse before said date, this Proposal shall become null and void and may no longer be accepted.

Client Contact Information: The County of Hidalgo

Client Name: Olivia Gomez

Client Address: 100 East Cano Street, Edinburg, TX 78539

Client Phone Number: 956-789-8331

Client Email: Olivia.gomez@co.hidalgo.tx.us



1.0 INTRODUCTION

Once signed by the parties, this Proposal shall become an agreement ("Agreement"). The effective date of the Agreement will be the date of signature of the second party to sign (the "Effective Date").

2.0 SERVICES

In return for a payment of \$3,000 , Compulse will create an ad ("Ad") from content provided by Client in accordance with Google, Inc. and/or subsidiaries e.g. YouTube, LLC.'s rules and guidelines and, after Client approves the Ad, contract with Google, Inc. and/or subsidiaries to display the Ad as "Sponsored Content" to Google, Inc.'s users with the targeted parameters set forth below during a {1}-month period (contemplated to be the months of {DECEMBER }, 2020 through {DECEMBER }, 2020). Compulse will provide reporting metrics upon Client's written request.

Client acknowledges that there is no set number of times the Ad will be displayed. Content within the Ad cannot be changed by Client within the last fourteen (14) days of the campaign without jeopardizing performance of campaign.

Targeted Parameters:



YouTube Quote

Quote Date:	11/23/2020
Client Name:	County of Hidalgo
Display URL:	https://www.hidalgocounty.us/

Campaign Details	
Monthly Budget:	\$3,000
Campaign Type:	TrueView In-Stream (Non-Skippable)
Bid Strategy:	CPM
Network(s):	YouTube videos
Language(s):	English

Demographics (Required)			
Gender:	Age:	Parental Status:	Household Income:
<input checked="" type="checkbox"/> Female <input checked="" type="checkbox"/> Male <input checked="" type="checkbox"/> Unknown	<input checked="" type="checkbox"/> 18-24 <input checked="" type="checkbox"/> 25-34 <input checked="" type="checkbox"/> 35-44 <input checked="" type="checkbox"/> 45-54 <input checked="" type="checkbox"/> 55-64 <input checked="" type="checkbox"/> 65+ <input type="checkbox"/> Unknown	<input type="checkbox"/> Not a parent <input checked="" type="checkbox"/> Parent <input type="checkbox"/> Unknown	<input type="checkbox"/> Top 10% <input type="checkbox"/> 11 - 20% <input type="checkbox"/> 21 - 30% <input checked="" type="checkbox"/> 31 - 40% <input checked="" type="checkbox"/> 41 - 50% <input checked="" type="checkbox"/> Lower 50% <input type="checkbox"/> Unknown

Targeting*			
<input type="checkbox"/> Audiences			
Estimated Gross CPV/M:	<input type="text"/>	Estimated Monthly Views:	<input type="text"/>
		Estimated Monthly Impressions:	<input type="text"/>

<input type="checkbox"/> Keywords			
Estimated Gross CPV/M:	<input type="text"/>	Estimated Monthly Views:	<input type="text"/>
		Estimated Monthly Impressions:	<input type="text"/>

<input checked="" type="checkbox"/> Topics			
Food & Drink			
News			
Estimated Gross CPV/M:	\$18.33 - \$30	Estimated Monthly Views:	<input type="text"/>
		Estimated Monthly Impressions:	38k - 140k

<input type="checkbox"/> Placements			
Estimated Gross CPV/M:	<input type="text"/>	Estimated Monthly Views:	<input type="text"/>
		Estimated Monthly Impressions:	<input type="text"/>

Search volume forecasts are provided directly from Google & are based on historic data. Actual performance in a live campaign may vary. Estimates are subject to change. Do not sell these estimates as guarantees.

**Estimates per tactic reflect a scenario in which the entire budget were to be spent on this tactic alone. Estimates from multiple tactics should NOT be added together. If you would like to combine tactics, place a request with Compulse staff.*

3.0 TERMS & CONDITIONS

Authorization. Client acknowledges that Agency may utilize third party resources for the Project.

Payment Terms. Payments must be made promptly based on the agreed schedule set forth in the Scope of Work. Late payments will be subject to a service charge of one percent (1%) for each month or fraction thereof (or the maximum rate permitted by applicable law, if less) during which such amounts remain unpaid. In any action to recover any past-due balances, Agency shall be entitled to recover its costs and expenses, including reasonable attorneys' fees. In addition, Agency reserves the right to stop work/cease services if any amount is overdue by more than 45 days, terminate this Agreement and deem all fees which would have been due for the remaining term to be immediately due and payable.

Copyrights and Trademarks. Client unconditionally represents, warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, and any other artwork furnished to Agency for inclusion in the Project are owned by Client, or that Client has permission from the rightful owner to use each of these elements in the Project, and Client will indemnify, hold harmless, protect and defend Agency and its subcontractors from any claim or suit (including Agency's costs, expenses and reasonable attorney's fees) arising from the use of such elements furnished by Client.

Compliance with Law. Agency does not use or disclose personal data in connection with Client's Website. Client acknowledges that Agency exercises no control over the content of information passing through Client's Website and that it is the sole responsibility of Client to ensure that the information it transmits, receives and collects complies with all applicable laws and regulations. Agency does not provide Privacy Policies to its clients; it is Client's responsibility to provide a Privacy Policy for inclusion in any Website Agency builds or hosts for Client. Client will indemnify, hold harmless, protect and defend Agency and its subcontractors from any claim or suit (including Agency's costs, expenses and reasonable attorney's fees) arising from Client's violation of any laws, rules or regulations, including but not limited to those relating to the collection and/or use of personal information.

Force Majeure. Client agrees that Agency is not liable for any failure to carry out services for reasons beyond its control including but not limited to acts of God, telecommunication problems, software failure, hardware failure, third party interference, Government issues, emergency on a major scale or any social disturbance of extreme nature such as industrial strike, riot, terrorism and war or any act or omission of any third party services.

Limitation of Liability. IN NO EVENT SHALL AGENCY BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA OR INTERRUPTION OF CLIENT'S BUSINESS, SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT AGENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY AND/OR DAMAGES. Agency's maximum aggregate liability to Client related to or in connection with this Agreement will be limited to the total amount paid by Client to Agency hereunder.

Credit. Client agrees that Agency may include a development credit and/or link within any code Agency designs, builds or amends. If Agency designs a Website for a Client, Client agrees that Agency may include a development credit and link

displayed on Client's Website. If Agency builds or amends a Website for Client, then Client agrees that Agency may include a development credit and link displayed on Client's web page, which may be within the code but not displayed on a web browser if requested by Client. In addition, Agency reserves the right to reference/display the Project in a case study and/or in promotions, marketing materials, etc.

Special Terms for Consulting and/or Monitoring Services: Services are provided "as is" without any express or implied warranties. If Agency is to provide a certain number of hours of consulting or monitoring services to Client, the scheduling of such hours is the responsibility of Client and must be done on a monthly basis; such hours must be utilized during the specific time frame referenced in the Scope of Work (e.g., monthly) and may not be aggregated; if Client does not utilize the hours during any given month, the hours will be forfeited.

Special Terms for Website Development: If Client's Website does not launch within six (6) months of the date of Agency's signature below as a result of Client's delay in providing content, Client will be charged a storage/rescheduling fee of \$100 per month until launch. If Client requests changes or re-works to a Website design, the parties will agree on the additional fees and execute a Change Order setting forth the work to be provided/changed by Agency and the additional fee(s).

Special Terms for SEO Services: Agency does not predict nor guarantee any particular rankings within search engine listings. Agency has no direct control over final positioning results. Agency aims to achieve optimal placement but search engines may do some or all of the following: drop URLs without notice; index some pages of a site but not others; not accept new sites or not index new sites for long periods of time; ignore requests for updates; change the criteria for results and positioning at any time; index press releases, reseller sites, news articles, investor sites and other sites that reference your company ahead of your own site; etc.

Termination. Either party may terminate the Agreement on fourteen (14) days' written notice to the other party. Agency shall be paid for all work performed through the date of termination. Agency has the right to terminate the Agreement if Client is not in compliance with its obligations by providing five (5) days written notice to Client, during which time Client shall have the opportunity to cure.

Governing Law. This Agreement is governed by the laws of the State of Texas without reference to conflict of law provisions.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as set forth below.

<p>Client: The County of Hidalgo</p> <p>By: <u>Richard F. Cortez</u></p> <p>Name/Title: <u>Richard F. Cortez</u> <u>County Judge</u></p> <p>Date: <u>12/3/20</u></p>	<p>Compulse Integrated Marketing</p> <p>By: <u>Nora Tagle Cano</u></p> <p>Name/Title: Nora Tagle Cano Digital Marketing Consultant</p> <p>Date: 12/1/20</p>
--	---

APPROVED BY
COMMISSIONERS' COURT
ON: 12/1/20 gt

Linda Guerrero Deicla
Linda Guerrero Deicla
Vice President & General Manager
12/01/2020

(con't signature page)

SERVICE AGREEMENT

Company's Name: Sinclair

Department: Hidalgo County Public Affairs

AI-78518 Approved on CC on 12/01/2020

APPROVED AS TO FORM:

Office of the Hidalgo County Criminal District Attorney

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

ATTEST
By: Arturo Guajardo Jr.
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:
 2020-694439

Date Filed:
 12/01/2020

Date Acknowledged:
 12/02/2020

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

Chesapeake Media I, LLC
 Harlingen, 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.

The County of Hidalgo

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.

2020-659
 Digital Media Services for COVID-19 Media Campaign

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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**

Certificate Number:
 2020-694439

Date Filed:
 12/01/2020

Date Acknowledged:

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

Chesapeake Media I, LLC
 Harlingen, 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.

The County of Hidalgo

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.

2020-659
 Digital Media Services for COVID-19 Media Campaign

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Linda Guerrero Deicla and my date of birth is August 4, 1978

My address is 9201 W Expressway 83 Harlingen TX 78596 USA
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of Texas, on the 1st day of December, 2020
(month) (year)

Linda Guerrero Deicla
 Signature of authorized agent of contracting business entity
 (Declarant)

FORM 213 - Resource Request

Req# 424969
Sinclair

1. Incident Name	Covid-19 Media Campaign				
2. To	Ricardo Saldana - Emergency Management Coordinator				
3. From	Carlos Sanchez - Public Affairs Director <i>CS</i>				
4. Message:	Emergency Purchase Notification	5. Date	12/1/20	6. Time	1:00 pm

7. State the reason for your emergency request

COVID-19 Media Campaign - Digital Marketing December 1-31, 2020

8. List and describe the items and quantities (supplies/resources) being requested to procure

COVID-19 - MEDIA/STRATEGY CAMPAIGN to assist with County actions to facilitate compliance with public health measures addressing the ongoing COVID-19 emergency. Television, Digital Video, You Tube Pre Rolls,

Approved

9. Acknowledged by

Name	<i>Ricardo Saldana</i>
Signature	<i>[Signature]</i>
Position/Title	<i>EMC</i>
Date	<i>12/01/20</i>

1295 Form

[View assistance for SAM.gov](#)



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

[Log In](#)

[Login.gov FAQs](#)

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 12/12/2020 from 8:00 AM to 1:00 PM.

Search Results

Current Search Terms: CHESAPEAKE MEDIA I LLC*

Total records: 0

[Save PDF](#) [Export Results](#) [Print](#)

Result Page:

Sort by Relevancy Order by Descending

Your search for CHESAPEAKE MEDIA I LLC* returned the following results...

No records found.

Result Page:

[Save PDF](#) [Export Results](#) [Print](#)



HBM-P-20201105-1716
11/11/20

- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPHS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.