

Requisition

Req # 00257671

PO #

Date: 05/27/14

*Consent
45005
6/17/14*

Bill To: x
x

Vendor : 370681
NATIONAL CINEMEDIA, LLC
9110 EAST NICHOLS AVENUE, SUITE 200
CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6.00	EACH	DO NOT DUPLICATE ORDER OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 1 DURATION: 15 SECONDS CODE: CNK114 LOCATION:MAIN PLACE, MCALLEN, TX NUMBER OF SCREENS: 6 RATE:\$15.00 PER SCREEN X 6 SCREENS = \$90.00 X 6 WEEKS = \$540.00	90.00	540.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 1 DURATION: 15 SECONDS CODE:CNK212 LOCATION:MOVIES 10, WESLACO, TX NUMBER OF SCREENS:10 RATE:\$15.00 PER SCREEN X 10 SCREENS = \$150.00 X 6 WEEKS = \$900.00	150.00	900.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 1 DURATION: 15 SECONDS CODE:CNK093 LOCATION:MOVIE 17, MCALLEN, TEXAS NUMBER OF SCREENS: 17 RATE: \$15.00 PER SCREEN X 17 SCREENS = \$255.00 X 6 WEEKS = \$1,530.00	255.00	1,530.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 1 DURATION: 15 SECONDS CODE:CNK1074 LOCATION: PHARR TOWN CENTER , PHARR, TEXAS NUMBER OF SCREENS: 16 RATE: \$15.00 PER SCREEN X 16 SCREENS = \$240.00 X 6 WEEKS = \$1,440.00	240.00	1,440.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 1 DURATION: 15 SECONDS CODE:CNK261 LOCATION TINSELTOWN MISSION, TEXAS NUMBER OF SCREENS: 17 RATE: \$15.00 PER SCREEN X 17 SCREENS = \$255.00 X 6 WEEKS	255.00	1,530.00

Authorized By: _____

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1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6.00	EACH	= \$1,530.00 OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 1 DURATION: 15 SECONDS CODE:CNK1080 LOCATION: TRENTON CROSSING, EDINBURG, TEXAS NUMBER OF SCREENS: 6 RATE: \$15.00 PER SCREEN X 6 SCREENS = \$90.00 X 6 WEEKS = \$540.00	90.00	540.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 2 CODE:CNK114 LOCATION MAIN PLACE, MCALLEN, TEXAS NUMBER OF SCREENS: 6 RATE: \$1.00 PER SCREEN X 6 SCREENS = \$6.00 X 6 WEEKS = \$36.00	6.00	36.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 2 CODE:CNK212 LOCATION MOVIE 10, WESLACO, TEXAS NUMBER OF SCREENS: 10 RATE: \$1.00 PER SCREEN X 10 SCREENS = \$10.00 X 6 WEEKS = \$60.00	10.00	60.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 2 CODE:CNK093 LOCATION: MOVIES 17 MCALLEN, TEXAS NUMBER OF SCREENS: 17 RATE: \$1.00 PER SCREEN X 17 SCREENS = \$17.00 X 6 WEEKS = \$102.00	17.00	102.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 2 CODE:CNK1074 LOCATION: PHARR TOWN CENTER, PHARR, TEXAS NUMBER OF SCREENS: 16 RATE: \$1.00 PER SCREEN X 16 SCREENS = \$16.00 X 6 WEEKS = \$96.00	16.00	96.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 2 CODE:CNK281 LOCATION: TINSELTOWN , MISSION, TEXAS NUMBER OF SCREENS: 17 RATE: \$1.00 PER SCREEN X 17 SCREENS = \$17.00 X 6 WEEKS = \$102.00	17.00	102.00

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NATIONAL CINEMEDIA, LLC
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Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 ON SCREEN REGIONAL SEGMENT 2 CODE:CNK1080 LOCATION: TRENTON CROSSING, EDINBURG, TEXAS NUMBER OF SCREENS: 6 RATE: \$1.00 PER SCREEN X 6 SCREENS = \$6.00 X 6 WEEKS = \$36.00	6.00	36.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK 114 LOCATION: MAIN PLACE MCALLEN, TEXAS RATE: \$5.00 WEEK X 6 WEEKS = \$30.00	5.00	30.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK 212 LOCATION: MOVIE 10 WESLACO, TEXAS RATE: \$5.00 PER WEEK X 6 WEEKS = \$30.00	5.00	30.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK 093 LOCATION: MOVIES 17 MCALLEN, TEXAS RATE: \$5.00 PER WEEK X 6 WEEKS = \$30.00	5.00	30.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK 1074 LOCATION: PHARR TOWN CENTER PHARR, TEXAS RATE: \$5.00 PER WEEK X 6 WEEKS = \$30.00	5.00	30.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK 261 LOCATION: TINSELTOWN MISSION, TEXAS RATE: \$5.00 PER WEEK X 6 WEEKS = \$30.00	5.00	30.00
6.00	EACH	OM ADVERTISING FOR BACK TO SCHOOL IMMUNIZATIONS START DATE JUNE 20, 2014 END DATE: JULY 31, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK 1080 LOCATION: TRENTON CROSSING EDINBURG, TEXAS RATE: \$5.00 PER WEEK X 6 WEEKS = \$30.00	5.00	30.00
Account No			Encumbrance	
4-1293-441-00-340-012-4-540			5,500.00	
4-1293-441-00-340-059-0-540			1,592.00	

Authorized By: _____

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CENTENNIAL CO 80112-3405
FAX (303)792-8811

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	Freight	.00
			Total	7,092.00

Authorized By: _____

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 • Centennial, Colorado 80112 • 800.828.2828

The advertiser listed below ("Advertiser") desires to place the order set forth below ("Order") with National CinemaMedia, LLC ("NCM") for the regional exhibition of the advertising set forth below ("Advertising") under the terms set forth in this Regional Advertising Insertion Order and Agreement ("Agreement"), including this Order and the Regional Advertising Insertion Order Agreement Terms and Conditions attached hereto (the "Terms and Conditions"). NCM and Advertiser agree as follows:

Advertiser Information Hidalgo County Health Department 1304 S 25th Ave Edinburg, TX 78542-7205 Phone: (956) 383-6221 Fax: Delja Garza delja.garza@hchcd.org	Billing Information Hidalgo County Health Department 1304 S 25th Ave Edinburg, TX 78542-7205 Phone: (956) 383-6221 Fax: Sylvia Pena sylvia.pena@hchcd.org	Account Director: Connie Franco Phone: (956) 318-3173 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com Order: ORD-1405-00594 Type: New
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RECEIVED
 JUN 10 2014

Scenario 1

Regional Segment 1
 Start: 6/20/2014 End: 7/31/2014
 Weeks: 6:00 Weight: Best Available Duration/Units: 00:15

Job	Code	Theater	Location	# Screens	Net Rate	Net Media
217353	CNK114	Main Place	Mcallen, Texas	6	\$15.00	\$540.00
217353	CNK212	Movies 10	Weslaco, Texas	10	\$15.00	\$900.00
217353	CNK093	Movies 17	Mcallen, Texas	17	\$15.00	\$1,530.00
217353	CNK1074	Pharr Town Center	Pharr, Texas	16	\$15.00	\$1,440.00
217353	CNK261	Tinseltown Mission	Mission, Texas	17	\$15.00	\$1,530.00
217353	CNK1080	Trenton Crossing	Edinburg, Texas	6	\$15.00	\$540.00

Regional Segment 2
 Start: 6/20/2014 End: 7/31/2014
 Weeks: 6:00 Weight: Best Available Duration/Units: 00:15

Job	Code	Theater	Location	# Screens	Net Rate	Net Media
316822	CNK114	Main Place	Mcallen, Texas	6	\$1.00	\$36.00
316822	CNK212	Movies 10	Weslaco, Texas	10	\$1.00	\$60.00
316822	CNK093	Movies 17	Mcallen, Texas	17	\$1.00	\$102.00

print # 1
 Reg # 257671



Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 • Centennial, Colorado 80112 • 800.828.2828

316822	CNK1074	Pharr Town Center	Pharr, Texas	16	\$1.00	\$96.00
316822	CNK261	Tinseltown Mission	Mission, Texas	17	\$1.00	\$102.00
316822	CNK1080	Trenton Crossing	Edinburg, Texas	6	\$1.00	\$36.00

Regional LEN

Start: 6/20/2014

End: 7/31/2014

Weeks: 6:00

Weight: Best Available

Duration/Units: 00:15

Job	Code	Theater	Location	# Screens	Net Rate	Net Media
316822	CNK114	Main Place	Mcallen, Texas	6	\$5.00	\$30.00
316822	CNK212	Movies 10	Westaco, Texas	10	\$5.00	\$30.00
316822	CNK093	Movies 17	Mcallen, Texas	17	\$5.00	\$30.00
316822	CNK1074	Pharr Town Center	Pharr, Texas	16	\$5.00	\$30.00
316822	CNK261	Tinseltown Mission	Mission, Texas	17	\$5.00	\$30.00
316822	CNK1080	Trenton Crossing	Edinburg, Texas	6	\$5.00	\$30.00

quote # 1

Req# 257671



Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 • Centennial, Colorado 80112 • 800.828.2828

Payment	Comments & Special Instructions:	Total Media
Payment Terms: Monthly	Non profit discounts and added Value applied. Client will use existing ad with minor text revisions. thanks.	Media Services \$7,092.00
Payment Method: Check		Creative Services \$0.00
P.O. Number:		Other Services \$0.00
		Total Due \$7,092.00

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

BY SIGNING BELOW, ADVERTISER AGREES TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT (INCLUDING THE TERMS AND CONDITIONS) AS OF THE DATE OF SIGNATURE BY NCM BELOW AND HEREBY AUTHORIZES AND DIRECTS NCM TO PROCEED UNDER THE TERMS OF THIS AGREEMENT WITH THE ADVERTISING AND OTHER SERVICES SET FORTH ON THIS ORDER AND, UNLESS OTHERWISE AGREED BY THE PARTIES, ANY OTHER ORDER PLACED BY ADVERTISER FOR REGIONAL ADVERTISING INSERTIONS ACCEPTED BY NCM

Advertiser Name/Title: Hon. Ronin Garcia Date: _____
County Judge National CineMedia, LLC
Rawn Garcia
PENDING CREATIVE APPROVAL
 Date: 5-12-14

Order Number: ORD-1405-00594					
A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approval <i>[Signature]</i>	Posted	Audit

Approved by [Signature] Date: 10-17-14 *RD*

Quote # 1
Req # 2571671



Creative Production Order Form

Advertiser Information Hidalgo County Health Department 1304 S 25th Ave Edinburg, TX 78542-7205 Phone: (956) 383-6221 Fax: Delia Garza delia.garza@hchd.org	Billing Information Hidalgo County Health Department 1304 S 25th Ave Edinburg, TX 78542-7205 Phone: (956) 383-6221 Fax: Eva Rubio sylvia.pena@hchd.org	Account Director: Connie Franco Phone: (956) 318-3173 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com
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Job Name: Hidalgo County Health - Immunization/Flu Promotion 2014-OL4 **316822**

Start Date: 6/20/2014

Notes / Special Instructions: Client Needs TEXT CHANGES.
 use clients existing job in house. (immunizations 217359)

Media Services:

Description	Fee
-	-

Media Services SubTotal: \$0.00

Creative Services:

Description	Fee
Minor Text Revision (during original contract)	\$0.00

Creative Services SubTotal: \$0.00

When sending your media/creative materials to us, please include this Creative Production Order Form with your materials.

Send materials to:

National CineMedia
 Attention: Sales Operations
 9110 East Nichols Avenue Suite 200
 Centennial, Colorado 80112

quote # 1

Please submit all creative materials promptly. If your creative is not received within NCM's standard production turnaround time, the on-screen start date for your ad will be delayed.

Thank you!

Req # 257671

1. NCM Services. Subject to the terms of this Agreement, NCM will arrange for the Advertising to be exhibited as specified in each Order entered into under this Agreement. Notwithstanding the foregoing, the exhibition of the Advertising and performance by NCM of its obligations under this Agreement will be excused to the extent that and may be delayed if: (1) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of this Agreement; ANY FAILURE BY NCM TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT WILL AFFECT ONLY THE OBLIGATION WITH RESPECT TO WHICH THE FAILURE OCCURRED AND WILL IN NO WAY AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT; ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR ANY SUCH EXCUSABLE FAILURE BY NCM WILL BE LIMITED TO NCM'S REPERFORMANCE, SOLELY OF THOSE OBLIGATIONS WITH RESPECT TO WHICH THE FAILURE OCCURRED WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER AND WILL NOT AFFECT ANY OTHER OBLIGATIONS OF NCM UNDER THIS AGREEMENT.

2. In-Theatre Advertising. All In-Theatre Advertising or other content will be subject to any audience or advertising restrictions or limitations imposed on NCM by motion picture studios, producers, distributors, exhibitors or other third parties, in addition, in its sole and absolute discretion, NCM may elect to not exhibit or present any In-Theatre Advertising or other content before any motion picture or movie running. Any screen count or theatre locations for In-Theatre Advertising set forth in an Order are approximate and the actual screen count and theatre locations will be mutually agreed upon by the parties or selected by NCM in its reasonable discretion.

3. Internet and Online Advertising. The American Association of Advertising Agencies (AAAA) Interactive Advertising Bureau (IAB) Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less, Version 10.1, the **Terms**, a copy of which is available upon request from NCM, are incorporated into this Agreement for all Internet and online Advertising purchased under this Agreement. Controller and Demographic overlays are inserted into the respective placements in Section IV(d) of the Terms. If there is no Agency and no Insertion Order, Advertiser replaces Agency in all instances in the Terms and Section III(c) of the Terms is deleted. The terms of this Agreement will control over any contradictory terms set forth in the Terms in the event of a conflict between this Agreement and the Terms.

4. Fees and Payment. Advertiser will pay all fees as specified on each Order and in the terms set forth on that Order and in these Terms and Conditions. If Advertiser fails to pay NCM any undisputed amount when due, Advertiser will be obligated to pay interest on the unpaid amount from the date such unpaid amount was due until it is paid at the rate of 12% per annum.

5. Advertiser Obligations. In addition to the other obligations of Advertiser set forth in this Agreement, Advertiser will, at its expense and at its risk of loss, provide NCM with the Advertising materials requested by NCM at least 7 to 12 business days in advance of the Advertising vehicle selected in advance of the date scheduled by NCM for transfer of the materials or use of production as Advertising.

6. Content.

6.1 Advertiser Content. All advertising information, data, text, photographs, audio, images, audio, video, animation, and other content ("Content") provided by Advertiser for use in the Advertising ("Advertiser Content"), as well as the Advertising itself, is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Mediaspace Conditions of Creative Deadlines and Advertising Guidelines at <http://adspace.net.com>. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding or intellectual property without the prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason, provided that NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule or regulation. Advertiser is a trademark owner responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to any laws relating to consent, defamation, trade name, the right of publicity or likeness, the right of or to privacy, any laws relating to intellectual property and any laws relating to advertising. If any Advertiser Content or Advertising is rejected by NCM, Advertiser will promptly replace the Advertiser Content or Advertising with Advertiser Content or Advertising acceptable to NCM so as not to delay the schedule for the display of the Advertising. Advertiser will maintain back-up copies of all Advertiser Content and Advertising and NCM will not be liable for loss or damage to any Advertiser Content or Advertising. Advertiser agrees to and hereby does grant to NCM all intellectual property, consents, license and clearances necessary for the exhibition of the Advertising and the performance by NCM of its other obligations under the Agreement, including without limitation all licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited license to use and to authorize others to use any and all portions of the Advertising solely in connection with the promotion of NCM's business.

6.2 NCM Content. All content, including without limitation, any derivative, modifications or new versions of any Advertiser Content prepared or delivered by NCM under this Agreement ("NCM Content") and all intellectual property rights therein and any proceeds therefrom, are and will remain the sole and exclusive property of NCM. Advertiser agrees that NCM will retain sole and exclusive title to all NCM Content and all rights to and hereby makes an assignment necessary to provide NCM such sole and exclusive title. Advertiser releases all rights or licenses to and grants NCM ownership in or to any NCM trademarks under this Agreement and NCM expressly reserves all such rights.

7. Promotional Materials. All materials distributed or to be distributed by or on behalf of Advertiser as part of or in connection with the Advertising, including without limitation toys, long objects or other materials ("Promotional Materials"), will be delivered to locations of the sole expense of Advertiser and with Advertiser bearing all risks of loss in accordance with the procedures, specifications and deadlines established by NCM. Certain Promotional Materials, including without limitation lobby displays, are subject to NCM and theatre affiliate approval and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Materials as determined by NCM will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM. THIS THEATRE OPERATOR OR ONE OF THEIR AFFILIATES, BY BEING ONE OF THESE FORMS, WILL OR CAN BE SOLICITED."

8. Representations and Warranties. Advertiser represents and warrants to NCM that: (1) Advertiser has the legal right to enter into this Agreement and to perform its obligations under the Agreement; (2) Advertiser has all rights necessary to grant to NCM to exercise the rights granted under this Agreement; (3) the exhibition and other use of the Advertiser Content and Advertising, the distribution and other use of the Promotional Materials, and the other activities of Advertiser and obligations of NCM under this Agreement will not violate any applicable local, state and federal laws, rules and regulations, including without limitation laws and regulations governing privacy and e-mail spam, or any self-regulatory rules or guidelines that apply to interactive media; (4) to the extent the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject to any duty toward a third party, including any third party, (a) all information and data provided to NCM in connection with this Agreement is correct and current; (b) Advertiser will not collect any personally identifiable information (including without limitation any e-mail addresses, full names, mailing addresses and phone numbers) or theatre patrons, or transfer any such information to any third party, without the prior written approval of NCM; (c) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, spyware, malware or any other similar software, data or programs that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, information or property of another; (d) the Advertiser Content, Advertising and Promotional Materials are not in whole or in part pornographic, obscene, abusive, intimidating, indecent, vulgar, defamatory, harassing, defamatory, otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, or otherwise constitute any other laws relating to advertising, and are not otherwise objectionable or unlawful; (5) the Advertiser Content, Advertising and Promotional Materials are not false, misleading; (6) the Advertiser Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party's copyright, trademark, right of or to privacy, name, trade dress, likeness or other



Regional Insertion Order Agreement Terms and Conditions

agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. Advertiser covenants that if Advertiser at any time fails to have all rights necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. Disclaimer and Limitation of Liability. NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Indemnification. Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any (1) actual or alleged breach by Advertiser of a provision of this Agreement, (2) negligence or willful misconduct on the part of Advertiser, (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials, or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including without limitation, and promotional materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense. To the extent provided for under the Constitution and Laws of the State of Texas.

11. Termination and Remedies. NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon termination for breach by Advertiser, all fees paid for Advertising which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising, which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. Cancellation. Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. Insurance. Advertiser will obtain a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates will be named as additional insured's on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. Additional Terms. Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assigns to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue in the state and federal courts sitting in Denver, Colorado for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.

Matilde Faz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 07, 2012 4:45 PM
To: 'Matilde Faz'
Cc: 'Darlene Betancourt'
Subject: FW: National Cinemedia Network "Health & Human Services Department"
Importance: High

Marty

[REDACTED]

Marty

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Wednesday, March 07, 2012 3:26 PM
To: 'Martha Salazar'
Cc: 'Matilde Faz'
Subject: RE: National Cinemedia Network "Health & Human Services Department"

Marty,

I have reviewed the agreement. It contains an indemnity provision at paragraph 10, so I would recommend including language that states [REDACTED]

Otherwise, I approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

.....
The information contained in this e-mail may be 1. SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE, 2. ATTORNEY WORK PRODUCT, and/or 3. CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO josephine.ramirez@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.
.....

Regional Insertion Order Agreement

9110 East Nichols Avenue, Suite 200 • Centennial, Colorado 80112 • 800.828.2828

publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials will be free from defects, materials or workmanship. If Advertiser executes this contract as an agency or media buyer for a client, such Advertiser and its client shall be jointly and severally responsible for all payments hereunder. Advertiser covenants that if Advertiser at any time fails to have all it is necessary to enable NCM to perform its obligations and exercise its rights under this Agreement, Advertiser will obtain all such rights, and will be solely responsible for any liability of either party arising out of any claim, allegation, suit or proceeding alleging that either party does not have such rights.

9. **Disclaimer and Limitation of Liability.** NCM PROVIDES ALL NCM CONTENT AND ALL SERVICES PERFORMED BY NCM UNDER THIS AGREEMENT "AS-IS" AND "AS-AVAILABLE." NCM MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE NCM CONTENT OR SUCH SERVICES, AND ADVERTISER HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES OF NCM REGARDING THE NCM CONTENT OR SUCH SERVICES. NCM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NCM CONTENT AND SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NCM'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO NCM UNDER THIS AGREEMENT DURING THE 3 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL NCM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RELATING TO LOST DATA, LOST REVENUE OR PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF NCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Indemnification.** Advertiser is responsible for and will indemnify, defend, and hold harmless NCM and its subsidiaries, exhibitors and affiliates, and their owners, officers, directors, employees and agents, from and against any and all direct and indirect losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any: (1) actual or alleged breach by Advertiser of a provision of this Agreement; (2) negligence or willful misconduct on the part of Advertiser; (3) exhibition, distribution, display, performance, reproduction, or other use by NCM of the Advertising, Advertiser Content or Promotional Materials; or (4) damage to property or injury to or death of any person directly or indirectly caused by any use or misuse of any Advertiser Content or Advertising, including, without limitation, and promotional materials or other packaging or materials used in connection therewith. NCM will provide Advertiser with notice of any such claim or allegation, and NCM has the right to participate in the defense of any such claim at its expense.

11. **Termination and Remedies.** NCM may terminate this Agreement immediately upon any breach by Advertiser of this Agreement (in addition to any other available remedy) or upon not less than 30 days notice to Advertiser for any other reason. Upon termination for breach by Advertiser, all fees paid for Advertising which has not been exhibited will be forfeited by Advertiser. Upon any termination, NCM is not required to preserve or maintain any Advertiser Content or Advertising. If Advertiser desires NCM to provide Advertiser with a copy of any Advertiser Content or Advertising, Advertiser must notify NCM in writing within 60 days of the last exhibition of the Advertising (such copy to be provided at Advertiser's sole expense).

12. **Cancellation.** Advertiser may not modify or cancel this Agreement except by written consent of NCM.

13. **Insurance.** Advertiser will obtain a general liability insurance policy (or policies) covering such advertising, with no unusual exclusions, and with policy limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Advertiser will also obtain an advertising errors and omissions policy with similar coverage. NCM and its affiliates will be named as additional insureds on such policy (or policies), and the policy (or policies) will provide that it (or they) will not be subject to modification or cancellation without at least thirty (30) days' prior written notice to NCM. Upon request, Advertiser will furnish NCM with a certificate of insurance evidencing the foregoing coverage before the advertising is exhibited.

14. **Additional Terms.** Advertiser may not assign or otherwise transfer this Agreement or any of Advertiser's rights hereunder without the prior permission of NCM. Any attempt to do so in violation of the foregoing sentence will be null and void. This Agreement will be binding on the parties and upon their heirs, personal representatives, executors, administrators, successors and assigns. The parties agree for themselves and their heirs, personal representatives, executors, administrators, successors or assign to execute any instruments and to perform any acts that may be necessary or proper to carry out the purposes of this Agreement. This Agreement will be governed by the laws of the State of Colorado excluding its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction and venue either in the state and federal courts sitting in Denver, Colorado, or in the state and federal courts where Advertiser is located, as selected by NCM in its sole discretion for any dispute concerning the interpretation or effect of this Agreement. In all such disputes arising under this Agreement, the parties expressly waive all constitutional and statutory rights to trial by jury. In any action to enforce the terms of this Agreement, the prevailing party will be entitled to recover all of its costs relating thereto, including, without limitation, reasonable attorneys' fees, court costs and any other costs of collection. The relationship between the parties under this Agreement is one of independent contractors. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any provision of this Agreement is deemed unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Any failure or delay in performance by NCM will be excused (and will not constitute a breach of this Agreement) to the extent due to any cause not reasonably within NCM's control, including, without limitation, third party acts, omissions or failures, casualty, labor disputes, governmental action or acts of God. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement.

Initials
RB
Initials

RB
Initials

Quot # 1

Reg # 257671

Mike Escaname

From: Mary Jane Caballero <MaryJane.Caballero@ncm.com>
Sent: Tuesday, May 20, 2014 11:38 AM
To: Mike Escaname
Cc: nelda.mendez@hchd.org; josie.escalante@hchd.org
Subject: RE: NCM Media Agreement Concerns

Mike, if that is how it has been handled in the past then please proceed. Have your legal team make the necessary changes on the contract T&C's. Once that is done please email it to me so I can submit for approval.

But you do not have to wait for Connie to return; the procedure I sent you is what we require and if we can start the process now it would be best. I am not sure of your screen date but we should continue working on this amendment until Connie's return. I hope that makes sense.

Mary Jane Caballero

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Tuesday, May 20, 2014 10:38 AM
To: Mary Jane Caballero
Cc: nelda.mendez@hchd.org; josie.escalante@hchd.org
Subject: RE: NCM Media Agreement Concerns

Hello Mary Jane:

Thanks for your quick response.

I'm returning this email to you to inform you that we don't have the authority to make changes on the Agreement.

Changes would need to be made by your legal representative and initialed; Thereafter, we would route the revised Agreement to our County Judge for approval and signature. I believe this is how it's been handled in the past.

I understand Connie is out on leave; however, it may be prudent to wait until she returns so that we can all agree on the procedure.

Regards,

Mike Escaname

Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
Main Office - 956-383-6221
Direct - 956-292-7000 ext. 7210



From: Mary Jane Caballero [<mailto:MaryJane.Caballero@ncm.com>]
Sent: Tuesday, May 20, 2014 10:20 AM
To: miguel.escaname@hchd.org; nelda.mendez@hchd.org
Cc: Connie Franco; SouthCentralBinA
Subject: FW: NCM Media Agreement Concerns

Mr. Escaname,

Good day as you may know Connie is out this week to attend her daughters graduation. You can make changes to the contract's terms & conditions by crossing out the term in question and handwriting and initialing any changes.

It will then be submitted to our legal team for review and approval. Please send this amendment as soon as possible. If you should need anything else this week please contact me directly.

See you @ the Movies

Mary Jane Caballero
National Cinemedia | El Paso-Midland-Odessa
915.373.8251

Begin forwarded message:

From: "Mike Escaname" <miguel.escaname@hchd.org>
To: "Connie Franco" <Connie.Franco@ncm.com>
Cc: "nelda.mendez@hchd.org" <nelda.mendez@hchd.org>, "josie.escalante@hchd.org" <josie.escalante@hchd.org>
Subject: TCM Media Agreement Concerns

Good morning Connie,

Below is our Legal's recommendations to the TCM Agreement that you have provided to us.

Please review and let us know if your agency agrees to the changes.

I believe the changes can be made and "initialed" by a designated representative.

Let me or Nelda Mendez know if you have any questions.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
Main Office - 956-383-6221
Direct - 956-292-7000 ext. 7210
[\[cid:image001.png@01CF740C.5F856140\]](#)

From: Michael Garza [<mailto:michael.garza@da.co.hidalgo.tx.us>]
Sent: Monday, May 19, 2014 2:25 PM
To: 'Mike Escaname'
Cc: josie.escalante@hchd.org; nelda.mendez@hchd.org; josephine.ramirez@da.co.hidalgo.tx.us
Subject: RE: Request for Review - TCM Media Agreement

Mike,

There are some issues with this agreement. Please see if vendor is amenable to the following recommendations:

- Paragraph 10. Insert the following language at beginning of paragraph "To the extent allowed by the laws and Constitution of the State of Texas,"
- Paragraph 13. Delete paragraph. The agreement requires the county to obtain higher policy limits than it currently has in place and other insurance (advertising errors and omissions policy) that it does not currently have. In addition, there are statutory caps or limits on the County's liability under Texas law. See Texas Civil Practice and Remedies Code Chapter 101. Those limits are typically what we agree to provide under any agreement.

Please let me know if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us<<mailto:michael.garza@da.co.hidalgo.tx.us>>

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The Carmike 20 Cinema in Edinburg Proposal:

Pod (2) - Ads run in the middle of the ad program

Pod (1) - Ads run at the end of the ad program and closer to Showtime!

15 second spot/ 30 second spot

Pod 2	Pod 1	Pod 2	Pod 1
\$4,676	\$7,952	\$6,708	\$10,040

These rates are for a 28 week run & reaches a "Captive" audience of **420,000 people!**

The next start date is: 07-11-14 (Material deadline: 06-13-14)

Note: Down-Payment required: First 4 weeks payment due up front...balance can be invoiced every 4 weeks for the remainder 6 months.

Production Fees:

Screenvision can create a **color** ad with voice-over, music, editing and graphics (**\$700 for a 15 second ad & \$800 for a 30 second ad**).

Client can supply their own digital ad, video or TV spot for **\$450.00**.

(The **\$450** fee is Screenvision's hard cost for: Editing, labeling, proofing and then shipping out the disk out to the different theaters.

**Armando Garza
(210) 867-4611
onscreenads@hotmail.com**

*Quote#2
Req# 257671*

The Carmike 20 Cinema in Edinburg Proposal:

Pod (2) - Ads run in the middle of the ad program

Pod (1) - Ads run at the end of the ad program and closer to Showtime!

15 second spot/ 30 second spot

Pod 2	Pod 1	Pod 2	Pod 1
<i>2000</i>	<i>2000</i> <i>25760</i> <i>2500</i>		
\$4,676	\$7,952	\$6,708	\$10,040

These rates are for a 28 week run & reaches a "Captive" audience of 420,000 people!

The next start date is: 07-11-14 (Material deadline: 06-13-14)

Note: Down-Payment required: First 4 weeks payment due up front...balance can be invoiced every 4 weeks for the remainder 6 months.

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(The \$450 fee is Screenvision's hard cost for: Editing, labeling, proofing and then shipping out the disk out to the different theaters.

Armando Garza
(210) 867-4611
onscreenads@hotmail.com

Quote #2
Reg # 257671

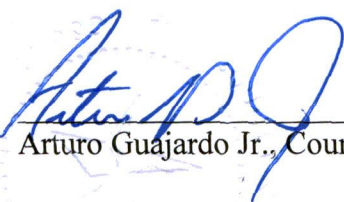
NATIONAL CINEMEDIA, LLC

Hidalgo County for HEALTH AND HUMAN SERVICES DEPARTMENT

REGIONAL INSERTION ORDER AGREEMENT
Approved in CC on June 17, 2014

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539



Arturo Guajardo Jr., County Clerk

AI-45005
CC CONSENT

Purchasing Department 12. H.

Meeting
Date: 06/17/2014

Submitted For: E Olivarez-Adm Ofc-HCDHHS Submitted By: Matilde Faz, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Health & Human Services Department:

Requesting authority to enter into a Regional Insertion Order Agreement and approval to execute required Regional Insertion Order Agreement with National Cine Media for the Hidalgo County Health & Human Services Department for On Screen Regional Segment Advertisement "Back to School Immunizations" from 6/20/2014 - 7/31/2014 through the following requisition #257671 in the total amount of \$7,092.00 (4-1293-441-00-340-012-4-540 / 4-1293-441-00-340-059-0-540).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1293-441-00-340-012-4-540

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

FISCAL YEAR: 2014

ACCT. #: 4-1293-441-00-340-059-0-540

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Attachments

Requisition

Quote

Quote / Agreement

Terms & Conditions

Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/12/2014 03:04 PM
Budget & Management	Debbie Tamez	06/12/2014 03:54 PM
Purchasing Department	Marty Salazar	06/12/2014 03:04 PM
Budget & Management	Debbie Tamez	06/12/2014 03:54 PM
Manuel Chapa		



CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
June 17, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

✓
1.

Approval of check register and payment of claims and bills - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

✓
2.

2014 Intradepartmental transfers:

Approved

✓

- A. AI-45056 2014 - Facilities Management (1100)
- B. AI-44937 2014 - Pet. #1 R&B (1200)
- C. AI-45031 2014 - Pet.#1 Admin (1200)
- D. AI-45042 2014 - Pet. #2 Administration (1200)
- E. AI-45062 2014 - Pet. # 2 Co. Wide Mech. Shop (1200)
- F. AI-44973 2014 - Pet #3 Rd. Maint. (1200)
- G. AI-45064 2014 - Pet. #4 Sanitation (1100)
- H. AI-44962 2014- Pet. 4 ADM (1200)

F. AI-44786 1. Recommendation from HC Sheriff Office to reject all bids received for: "Generator Maintenance Service & Repairs at Sheriff's Facilities" through RFB# 2014-053-05-28-YSS due to modification and changes in specifications;

2. Requesting authority to re-advertise with approval of procurement packet (i.e., new/revised specifications, legal notices, terms/conditions, etc.) as attached hereto for the above mentioned project.

G. AI-44984 Requesting approval of payment for Invoice #2014-0107 in the amount of \$3,594.78 for professional services, submitted by ERO Architects through Contract C-13-096-07-09 for the Pct 2 New Equipment & Maintenance Facility.

H. AI-45005 **Health & Human Services Department:**
 Requesting authority to enter into a Regional Insertion Order Agreement and approval to execute required Regional Insertion Order Agreement with National Cine Media for the Hidalgo County Health & Human Services Department for On Screen Regional Segment Advertisement "Back to School Immunizations" from 6/20/2014 - 7/31/2014 through the following requisition #257671 in the total amount of \$7,092.00 (4-1293-441-00-340-012-4-540 / 4-1293-441-00-340-059-0-540).

Subj. to changes made on appo.

I. AI-44170 Requesting authority to enter into a new 36-month (capital) lease copier agreement for a Ricoh Aficio SP 5200S through Hidalgo County membership/participation with (DIR) Department of Information Resources awarded vendor, Ricoh USA/GE RICOH USA contract DIR-SDD-1674 through assigned Requisition #253791 in the amount of \$72.33/month-equipment and B/W Service Impressions @ \$21.50/month with a total of \$93.83/month to include the signing of required documents by Co. Judge or court member, effective upon approval.

J. AI-44171 Requesting authority to enter into a new 36-month (capital) lease copier agreement for a Ricoh Aficio MP 5200SP through Hidalgo County membership/participation with (DIR) Department of Information Resources awarded vendor, Ricoh USA/GE RICOH USA contract DIR-SDD-1674 through assigned Requisition #253829 in the amount of \$162.97/month-equipment and B/W Service Impressions @ \$32.00/month with a total of \$194.97/month to include the signing of required documents by Co. Judge or court member, effective upon approval.

K. AI-44544 Approval of a 36-month new copier (capital) lease for (2) CANON IR1025N-copier through the County's membership/participation with (DIR-SDD-1663) Texas Procurement & Support Services awarded vendor Canon USA Inc. c/o Canon Financial Services through requisition #256788 for the WIC CLINICS in the amount of \$346.91/month effective upon approval.

L. AI-44586 Requesting authority to enter into a new 36-month (capital) lease copier agreement for a Canon IR-C5235 Advance Copier through our membership/participation with (DIR) Department of Information Resources awarded vendor, Canon USA INC c/o Canon Financial Services contract DIR-SDD-1662 through Requisition #253701 in the amount of \$226.23/month-