

CC CONSENT AGENDA 09/23/14



CONSENT AGENDA HIDALGO COUNTY COMMISSIONERS COURT MEETING September 23, 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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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-46641 2014 - Probate Court (1243)
- B. AI-46644 2014 - Pet. #2 Adm. (1200)
- C. AI-46638 2014 - Facilities Management (1100)
- D. AI-46615 2014 - DBM Workers' Comp Division (2202)
- E. AI-46621 2014 - 398th DC (1100)
- F. AI-46611 2014 - Facilities Management (1100)
- G. AI-46610 2014 - WIC (1292)
- H. AI-46551 2014 - Tax Office (1100)

H. **AI-46575** Acceptance and approval of Change Order No. 5 for clarification on credit for one (1) annunciator equipment in the amount of -\$1,240.00 as correctly listed on Change Order No. 2. Disregard line items and amounts listed on Change Orders 3 & 4 for this same annunciator. The total credits for this project is -\$5,790.00 with an additional credit for allowances not utilized in the amount of -\$20,000.00 for Contract No. C-13-258-10-15 with Herrera & Hunt, Inc. as reviewed/approved by the engineer of record, Halff Associates, Inc. for: Hidalgo County Sheriff's Office -Facility Modifications to Incorporate Motorola and 911 Equipment Project" with authority for County Judge, or Court Member to execute document.

I. **AI-46314** Requesting approval of the **second (2nd) & final year** extension/renewal of the additional two (2) one (1) year terms for **L. V. Mobile Imaging, L.L.C.** for the purposes of "**Mobile X-Ray Services**" (on an as needed basis) in connection to contract #**E-13-354-12-03 (C-12-175-11-13)** for the **Hidalgo County Sheriff's Office**, under the same rates, terms and conditions, **effective 01/01/15**.

J. **AI-46327 Sheriff's Office:**
 Requesting authority to purchase staff portraits (2) 8"x10" at \$25.00/each. (1) 5"x7" (set of 2) at \$25.00/pair, (1) CD of Image at \$50.00 plus a sitting fee at \$35.00/each with Treviño's Digital Photography through requisition # 262905.

K. **AI-46364** 1. Requesting approval to exercise the sixty (60) day grace period extension as provided under the current contract between Hidalgo County Health & Human Services Department and "**Network Sciences, Inc.**" for "Software Services for Indigent Health Care System".

2. Requesting authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice and draft contract etc.) as attached hereto for H.C. Health & Human Services -"Indigent Health Care Computer Software Services-RFP 2014-276" including the authority to re-advertise project in the event that no packets are received and/or are rejected and project is still required.

L. **AI-46438** Acceptance and approval of request for payment of **Invoice #Aug 14-14** in the amount of **\$17,340.00** as submitted by **LeFEVRE Engineering** for the provision of engineering services in connection to **Contract #C-13-103-06-04-PO#710375 amid Work Authorization No. 1** with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

M. **AI-46310 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 "Immunization for Pertussis" from 10/24/2014 - 12/18/2014 through the following requisition #262866 in the total amount of \$15,656.00 (4-1293-441-00-340-012-5-540).

N. **AI-46498** Acceptance and approval of Invoice #11324921 in the amount of \$7,577.28 from L&G Consulting Engineers, Inc. contracted engineer for HCMPO Policy Meeting-C-13-225-07-09.

AI-46310

Purchasing Department 16. 0.

CC CONSENT

Meeting Date: 09/23/2014

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 "Immunization for Pertussis" from 10/24/2014 - 12/18/2014 through the following requisition #262866 in the total amount of \$15,656.00 (4-1293-441-00-340-012-5-540).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1293-441-00-340-012-5-540

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Attachments

Requisition

Quote

Agreement

Legal's Approval

Form Review

Inbox

Reviewed By

Date

Purchasing Department

Budget & Management

Auditor's Office

Form Started By: Matilde Faz

Started On: 09/03/2014 02:35 PM

Requisition

Req # 00262866

Consent
46310
9/23/14

PO #
Date: 09/03/14

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 ESCALATE
956-383-6221

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	EACH	OPEN MARKET DO NOT DUPLICATE ORDER OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 ON SCREEN REGIONAL PREMIUM DURATION: 30 SECONDS CODE: CNK093 LOCATION: MOVIE 17, MCALLEN, TEXAS NUMBER OF SCREENS: 17 RATE: \$25.00 PER SCREEN X 17 SCREENS = \$425.00 X 8 WEEKS = \$3,400.00	425.00	3,400.00
8.00	EACH	OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 ON SCREEN REGIONAL PREMIUM DURATION: 30 SECONDS CODE: CNK261 LOCATION: TINSELTOWN MISSION, MISSION, TEXAS NUMBER OF SCREENS: 17 RATE: \$25.00 PER SCREEN X 17 SCREENS = \$425.00 X 8 WEEKS = \$3,400.00	425.00	3,400.00
8.00	EACH	OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 ON SCREEN REGIONAL PREMIUM DURATION: 30 SECONDS CODE: CNK114 LOCATION: MAIN PLACE, MCALLEN, TEXAS NUMBER OF SCREENS: 6 RATE: \$25.00 PER SCREEN X 6 SCREENS = \$150.00 X 8 WEEKS = \$1,200.00	150.00	1,200.00
8.00	EACH	OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 ON SCREEN REGIONAL PREMIUM DURATION: 30 SECONDS CODE: CNK1080 LOCATION: TRENTON CROSSING EDINBURG, TEXAS NUMBER OF SCREENS: 6 RATE: \$25.00 PER SCREEN X 6 SCREENS = \$150.00 X 8 WEEKS = \$1,200.00	150.00	1,200.00
8.00	EACH	OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 ON SCREEN REGIONAL PREMIUM DURATION: 30 SECONDS CODE: CNK212 LOCATION: MOVIES 10, WESLACO, TEXAS NUMBER OF SCREENS: 10	250.00	2,000.00

Authorized By: _____

Requisition

Req # 00262866

PO #

Date: 09/03/14

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:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	EACH	RATE:\$25.00 PER SCREEN X 10 SCREENS = \$250.00 X 8 WEEKS = \$2,000.00 OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 ON SCREEN REGIONAL PREMIUM DURATION: 30 SECONDS CODE: CNK1074 LOCATION:PHARR TOWN CENTER, PHARR, TEXAS NUMBER OF SCREENS: 16 RATE:\$25.00 PER SCREEN X 16 SCREENS = \$400.00 X 8 WEEKS = \$3,200.00	400.00	3,200.00
8.00	EACH	OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK114 LOCATION: MAIN PLACE, MCALLEN, TEXAS RATE: \$10.00 PER WEEK X 8 WEEKS = \$80.00	10.00	80.00
8.00	EACH	OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK093 LOCATION: MOVIES 17, MCALLEN, TEXAS RATE: \$10.00 PER WEEK X 8 WEEKS = \$80.00	10.00	80.00
8.00	EACH	OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK212 LOCATION: MOVIES 10 WESLACO, TEXAS RATE: \$10.00 PER WEEK X 8 WEEKS = \$80.00	10.00	80.00
8.00	EACH	OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK1080 LOCATION: TRENTON CROSSING EDINBURG, TEXAS RATE: \$10.00 PER WEEK X 8 WEEKS = \$80.00	10.00	80.00
8.00	EACH	OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK261 LOCATION: TINSELTOWN MISSION, TEXAS RATE: \$10.00 PER WEEK X 8 WEEKS = \$80.00	10.00	80.00
8.00	EACH	OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL LEN - LOBBY SCREENS CODE:CNK1074 LOCATION: PHARR TOWN CENTER PHARR, TEXAS RATE: \$10.00 PER WEEK X 8 WEEKS = \$80.00	10.00	80.00
8.00	EACH	OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL SEGMENT 2 (THE AD WILL RUN TWICE BEFORE THE MOVIE STARTS)	6.00	48.00

Authorized By: _____

Requisition

Req # 00262866

PO #

Date: 09/03/14

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:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
8.00	EACH	DURATION: 30 SECONDS CODE: CNK114 LOCATION: MAIN PLACE, MCALLEN, TEXAS NUMBER OF SCREENS: 6 RATE: \$1.00 PER SCREEN X 6 SCREENS = \$6.00 X 8 WEEKS = \$48.00 OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL SEGMENT 2 (THE AD WILL RUN TWICE BEFORE THE MOVIE STARTS)	10.00	80.00
8.00	EACH	DURATION: 30 SECONDS CODE: CNK212 LOCATION: MOVIES 10 WESLACO, TEXAS NUMBER OF SCREENS: 10 RATE: \$1.00 PER SCREEN X 10 SCREENS = \$10.00 X 8 WEEKS = \$80.00 OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL SEGMENT 2 (THE AD WILL RUN TWICE BEFORE THE MOVIE STARTS)	17.00	136.00
8.00	EACH	DURATION: 30 SECONDS CODE: CNK093 LOCATION: MOVIES 17, MCALLEN, TEXAS NUMBER OF SCREENS: 17 RATE: \$1.00 PER SCREEN X 17 SCREENS = \$17.00 X 8 WEEKS = \$136.00 OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL SEGMENT 2 (THE AD WILL RUN TWICE BEFORE THE MOVIE STARTS)	17.00	136.00
8.00	EACH	DURATION: 30 SECONDS CODE: CNK261 LOCATION: TINSELTOWN MISSION, TEXAS NUMBER OF SCREENS: 17 RATE: \$1.00 PER SCREEN X 17 SCREENS = \$17.00 X 8 WEEKS = \$136.00 OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL SEGMENT 2 (THE AD WILL RUN TWICE BEFORE THE MOVIE STARTS)	16.00	128.00
8.00	EACH	DURATION: 30 SECONDS CODE: CNK1074 LOCATION: PHARR TOWN CENTER, PHARR, TEXAS NUMBER OF SCREENS: 16 RATE: \$1.00 PER SCREEN X 16 SCREENS = \$16.00 X 8 WEEKS = \$128.00 OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL SEGMENT 2 (THE AD WILL RUN TWICE BEFORE THE MOVIE STARTS)	6.00	48.00
8.00	EACH	DURATION: 30 SECONDS OM ADVERTISING FOR PERTUSSIS START DATE OCTOBER 24, 2014 END DATE: DECEMBER 18, 2014 REGIONAL SEGMENT 2 (THE AD WILL RUN TWICE BEFORE THE MOVIE STARTS)		

Authorized By: _____

Requisition

Req # 00262866

PO #

Date: 09/03/14

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:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	CODE: CNK1080 LOCATION: TRENTON CROSSING, EDINBURG, TEXAS NUMBER OF SCREENS: 6 RATE:\$1.00 PER SCREEN X 6 SCREENS = \$6.00 X 8 WEEKS = \$48.00 OM CREATIVE SERVICES	200.00	200.00
		<u>Account No</u> 4-1293-441-00-340-012-5-540	<u>Encumbrance</u> 15,656.00	
			Freight Total	.00 15,656.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



January 1, 2014

Re: Soul Source Advertising

To Whom It May Concern:

Please be advised that National CineMedia is the single, exclusive sales and marketing representative for on-screen and lobby promotions to Regal Entertainment Group, AMC Entertainment, Inc. and Cinemark, Inc. for sales of on-screen and other in-theatre advertising and promotions.

Our current list of affiliates for which National CineMedia, LLC is the current exclusive sales representative includes Aysley Theatre Operations, Atrium Stadium Cinemas, Aurora Cinema Grill, Carousel Cinemas, Cobb, Coming Attractions, Crossroads Movies 8, Dickinson, Digital Cinema Destinations, Fairchild, Far and Away Entertainment, Fox Theatres, Galaxy, Georgia, Goodrich, High Sierra, Kerasotes ICON, King Theatres, LA Live, Loek's Celebration, Mall of America, Marquee, Metropolitan, MJR, Movie House & Eatery, Odessey, O'Neil, Picture Show, RC Theatres, Show Biz, Sonora, Southeast, Southern, Star Cinema Grill, Starplex, Texas Cinema, UEC Theatres, White Mountain Entertainment, WPA, and Xscape.

Best regards,

A handwritten signature in black ink that reads 'Cliff Marks'.

Cliff Marks
President, Sales & Marketing
National CineMedia

Reg# 262866

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 CineMedia, 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: Nelda Mendez nelda.mendez@hchd.org	Billing Information Hidalgo County Health Department 1304 S 25th Ave Edinburg, TX 78542-7205 Phone: (956) 383-6221 Fax: Sylvia Pena sylvia.pena@hchd.org	Account Director: Connie Franco Phone: 956-318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com Order: ORD-1408-01040 Type: New
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Pertussis 8 weeks

Regional Premium

Start: 10/24/2014 End: 12/18/2014
 Weeks: 8.00 Weight: Best Available Duration/Units: 00:30

Job	Code	Theater	Location	# Screens	Net Rate	Net Media
199425	CNK093	Movies 17	Mcallen, Texas	17	\$25.00	\$3,400.00
199425	CNK261	Tinseltown Mission	Mission, Texas	17	\$25.00	\$3,400.00
199425	CNK114	Main Place	Mcallen, Texas	6	\$25.00	\$1,200.00
199425	CNK1080	Trenton Crossing	Edinburg, Texas	6	\$25.00	\$1,200.00
199425	CNK212	Movies 10	Weslaco, Texas	10	\$25.00	\$2,000.00
199425	CNK1074	Pharr Town Center	Pharr, Texas	16	\$25.00	\$3,200.00

Regional LEN

Start: 10/24/2014 End: 12/18/2014
 Weeks: 8.00 Weight: Best Available Duration/Units: 00:30

Job	Code	Theater	Location	# Screens	Net Rate	Net Media
199425	CNK114	Main Place	Mcallen, Texas	6	\$10.00	\$80.00
199425	CNK093	Movies 17	Mcallen, Texas	17	\$10.00	\$80.00
199425	CNK212	Movies 10	Weslaco, Texas	10	\$10.00	\$80.00



17 screens
 x 25.00
 =
 x 8 weeks
 = 3,400.00

7/23
 46310

Regional Insertion Order Agreement

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199425	CNK1080	Trenton Crossing	Edinburg, Texas	6	\$10.00	\$80.00
199425	CNK261	Tinseltown Mission	Mission, Texas	17	\$10.00	\$80.00
199425	CNK1074	Pharr Town Center	Pharr, Texas	16	\$10.00	\$80.00

Regional Segment 2

Start: 10/24/2014

End: 12/18/2014

Weeks: 8.00

Weight: Best Available

Duration/Units: 00:30

Job	Code	Theater	Location	# Screens	Net Rate	Net Media
199425	CNK114	Main Place	Mcallen, Texas	6	\$1.00	\$48.00
199425	CNK212	Movies 10	Weslaco, Texas	10	\$1.00	\$80.00
199425	CNK093	Movies 17	Mcallen, Texas	17	\$1.00	\$136.00
199425	CNK261	Tinseltown Mission	Mission, Texas	17	\$1.00	\$136.00
199425	CNK1074	Pharr Town Center	Pharr, Texas	16	\$1.00	\$128.00
199425	CNK1080	Trenton Crossing	Edinburg, Texas	6	\$1.00	\$48.00

Premium placement subject to availability; spots may run in Regional Segment 1 in locations where premium inventory is unavailable.

Regional Insertion Order Agreement

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Payment	Comments & Special Instructions:	Total Media	\$15,456.00
Payment Terms: Monthly Payment Method: Check P.O. Number:	Premium placement 8 weeks - Added Value Included.	Media Services	\$0.00
		Creative Services	\$200.00
		Other Services	\$0.00
		Total Due	\$15,656.00

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

Hon. Ramon Garcia County Judge
 Advertiser Name/Title: _____ Date: 9/24/2014 National CineMedia, LLC Date: _____

Ramon Garcia

Order Number: ORD-1408-01040					
A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

Approved by Commissioners' Court
 on 9-23-14 RD



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 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. 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.

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 of his necessary rights 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.

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Regional Insertion Order Agreement

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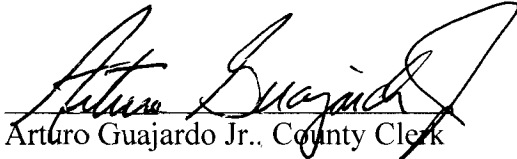
NATIONAL CINEMEDIA, LLC

Hidalgo County for HEALTH AND HUMAN SERVICES DEPARTMENT

REGIONAL INSERTION ORDER AGREEMENT
Approved in CC on September 23, 2014

ATTEST:

HIDALGO COUNTY CLERK
100 NORTH CLOSNER
EDINBURG, TEXAS 78539


Arturo Guajardo Jr., County Clerk