

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	Billing Information	Account Director Information
Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Brenda Salazar	Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Brenda Salazar	Name: Connie Franco Phone: 956-318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com

Order: ORD-1505-01664

Type: New

Hidaglo Dept. of Health - app promotion

Regional Premium

Start: 7/2/2015 End: 9/30/2015

Weeks: 13.00 Weight: Best Available

Duration/Units: 00:15

Creative Number	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
352635	CNK114	Main Place	Mcallen, Texas	6	\$17.50	\$1,365.00
352635	CNK212	Movies 10	Weslaco, Texas	10	\$17.50	\$2,275.00
352635	CNK093	Movies 17	Mcallen, Texas	17	\$17.50	\$3,867.50
352635	CNK1074	Pharr Town Center	Pharr, Texas	16	\$17.50	\$3,640.00
352635	CNK261	Tinseltown Mission	Mission, Texas	17	\$17.50	\$3,867.50
352635	CNK1080	Trenton Crossing	Edinburg, Texas	6	\$17.50	\$1,365.00

Regional LEN

Start: 7/2/2015 End: 9/30/2015



Regional Insertion Order Agreement

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

Weeks: 13.00 **Weight:** Best Available **Duration/Units:** 00:15

Creative Number	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
352635	CNK114	Main Place	Mcallen, Texas	6	\$10.00	\$130.00
352635	CNK212	Movies 10	Weslaco, Texas	10	\$10.00	\$130.00
352635	CNK093	Movies 17	Mcallen, Texas	17	\$10.00	\$130.00
352635	CNK1074	Pharr Town Center	Pharr, Texas	16	\$10.00	\$130.00
352635	CNK261	Tinseltown Mission	Mission, Texas	17	\$10.00	\$130.00
352635	CNK1080	Trenton Crossing	Edinburg, Texas	6	\$10.00	\$130.00

Regional Segment 1

Start: 7/2/2015 **End:** 9/30/2015

Weeks: 13.00 **Weight:** Best Available **Duration/Units:** 00:15

Creative Number	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
352635	CNK114	Main Place	Mcallen, Texas	6	\$1.00	\$78.00
352635	CNK212	Movies 10	Weslaco, Texas	10	\$1.00	\$130.00
352635	CNK093	Movies 17	Mcallen, Texas	17	\$1.00	\$221.00
352635	CNK1074	Pharr Town Center	Pharr, Texas	16	\$1.00	\$208.00
352635	CNK261	Tinseltown Mission	Mission, Texas	17	\$1.00	\$221.00
352635	CNK1080	Trenton Crossing	Edinburg, Texas	6	\$1.00	\$78.00

Mobile Tap 2 by Zip Code Cinema Audience Accelerator

Start: 7/2/2015 **End:** 9/30/2015

Weeks: 13.00

Job	Impressions	Net Rate	Net Media
352635	311,284	\$12.85	\$4,000.00

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



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 Payment Method: Check P.O. Number:		Media Services \$22,096.00 Creative Services \$0.00 Other Services \$0.00 Total Due \$22,346.00

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

APPROVED BY
 COMMISSIONERS' COURT
 ON: 6/23/15 *gk*

Ramon Garcia
 Ramon Garcia / County Judge

Date: 6/23/15 National CineMedia, LLC

Date:

Order Number: ORD-1505-01664			
A	B	C	D
			E
			F
Logged	Scheduled	Creative Approved	Credit Approved
			Posted
			Audit

Regional Insertion Order Agreement

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

NATIONAL CINEMEDIA, LLC ADVERTISING INSERTION ORDER AND AGREEMENT Terms and Conditions

The Agreement between National CineMedia, LLC ("NCM") and Advertiser will include, and all Advertising exhibited by NCM for Advertiser will be subject to, the following Terms and Conditions:

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) Advertiser fails to perform its obligations under this Agreement in a timely manner or otherwise fails to comply with the terms of 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 group of motion pictures with particular movie ratings. The screen count or theatre locations for In-Theatre Advertising that are set forth on the Order may be substituted by NCM in its reasonable discretion upon notice to Advertiser.

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 3.0 (the "**IAB 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. "Colorado" and "Denver County, Colorado" are inserted into the respective placeholders in Section XIV(d) of the IAB Terms. If there is no Agency for this Insertion Order, "Advertiser" replaces "Agency" in all instances in the IAB Terms and Section III(c) of the IAB Terms is deleted. In the event of any conflict between the terms of this Agreement and the IAB Terms, the terms of this Agreement will control.

4. Fees and Payment. Advertiser will pay all fees as specified on each Order under 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 material as required by NCM at least 7 business days in advance but not more than 20 business days in advance of the date scheduled by NCM for transfer of the materials for use or production as Advertising (dependent upon Advertising vehicle selected or if otherwise agreed to by the parties).

6. Content.

6.1 Advertiser Content. All advertising, information, data, text, photographs, video, images, audio, call to action, and other content ("**Content**") provided by Advertiser for use in the Advertising ("**Advertiser Content**") is subject to prior approval by NCM. All Advertiser Content must be in compliance with the Media Specifications, Creative Deadlines and Advertising Guidelines at <http://adspecs.ncm.com>. NCM reserves the right to make technical changes to Advertiser Content to ensure conformance with technical specifications. Advertiser Content shall not include the exhibition or display of any trademark, service mark, logo or other branding of a third party without prior written approval of NCM. NCM may reject any Advertiser Content or Advertising for any reason. NCM has no obligation to review any Advertiser Content or Advertising for compliance with this Agreement or any applicable law, rule, or regulation. Advertiser will remain solely responsible for any liability arising from the Advertiser Content or Advertising, including but not limited to liability arising from any laws relating to obscenity, defamation, trade libel, 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 rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary or appropriate to exhibit, distribute, broadcast, publicly present and publicly perform the Advertising and as necessary or appropriate for the performance by NCM of its other obligations under this Agreement, including, without limitation, all Licenses necessary for the public performance of musical compositions. Advertiser also grants NCM a limited License to use and display portions of the Advertising in connection with the promotion of NCM's business.

6.2 NCM Content. All Content, including, without limitation, any derivatives, 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 applicable thereto, 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 agrees to and hereby makes all assignments necessary to provide NCM such sole and exclusive title. Advertiser receives no rights or licenses in or to any NCM Content (or 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, food, objects or other materials ("**Promotional Materials**") will be delivered to locations (at the sole expense of Advertiser and with Advertiser bearing all risk of loss) in accordance with the procedures, specifications and deadlines established by NCM. All Promotional Materials, including, without limitation, lobby displays, are subject to NCM and theatre approval, and their final placement is determined by theatre management. At its discretion, NCM may delay the distribution of Promotional Materials. Certain Promotional Material, as determined by NCM, will contain the following statement: "THIS PROMOTION IS NOT ENDORSED BY NCM, THIS THEATRE OPERATOR OR ANY OF THEIR AFFILIATES. BY FILLING OUT THIS FORM YOU WILL OR CAN BE SOLICITED".

8. Representations and Warrants. 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 enable 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, applicable local, state and federal laws, rules, and regulations, including, without limitation, laws and regulations governing privacy and email/spam, or any self-regulatory rules or guidelines that are applicable to, or to which the Advertiser, the agency or the Advertiser Content, Advertising or Promotional Materials may be subject, or any duty toward or rights of any third party; (4) all information and data provided to NCM in connection with this Agreement is correct and current; (5) Advertiser will not collect any personally identifiable information (including, without limitation, any e-mail addresses, full names, mailing addresses and phone number of theatre patrons), or transfer any such information to any third party, without the prior written approval of NCM; (6) the Advertiser Content and Advertising do not contain any viruses, Trojan horses, worms, time bombs, 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; (7) the Advertiser Content, Advertising and Promotional Materials are not, in whole or in part, pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, harassing, do not otherwise constitute trade libel, a violation of the right of publicity or an invasion of privacy, do not violate any other laws relating to advertising, and are not otherwise objectionable or unlawful; (8) the Advertiser Content, Advertising, and Promotional Materials are not false or misleading; (9) the Advertiser



Billing Acknowledgement

To be completed by the Client's accounts payable/accounting department

Client Name:	Hidalgo County
AP Contact Name:	Jeanette Palacios
AP Address:	1304 S. 25th St. Edinburg, TX 78539
AP Phone:	(956) 383-6221
AP E-mail:	jeanette.palacios@hchd.org

Contract Number:	
Billing Frequency Requested:	<input type="checkbox"/> Bill in Full (payment due 30 days from Contract Start Date) <input type="checkbox"/> Monthly Installments <i>PLEASE NOTE: Online advertising is billed based on the number of actual monthly impressions and cannot be billed in equal monthly installments.</i> <input type="checkbox"/> Other*

Purchase Order number to be referenced (when applicable):

*Other Billing Instructions:

Client Acknowledgement Ramon Garcia, County Judge

Date _____



NCM Digital Delivery Instructions

AMERICA'S MOVIE NETWORK

Order Number: ORD-1505-01664

Creative Name	Creative Number	URL
Hidalgo Department of Health & Human services - App Promotion-9.30	352635	http://delivery.ncm.com/SouthCentral/ORD150501664/352635

To Upload Media:

1. Click on the link provided with the Creative above to upload your spot,

Important: You will be prompted to download the Aspera plugin. The Aspera plugin works best with the latest version of any browser, but is not compatible with Safari. Click the *Download Aspera Connect* link, and follow the Install Wizard to ensure that you are able to upload media to NCM.

2. Confirm that the **Order Number** and **Creative Number** fields have been populated,

Note: These fields are optional, but are required to guarantee an on-time start.

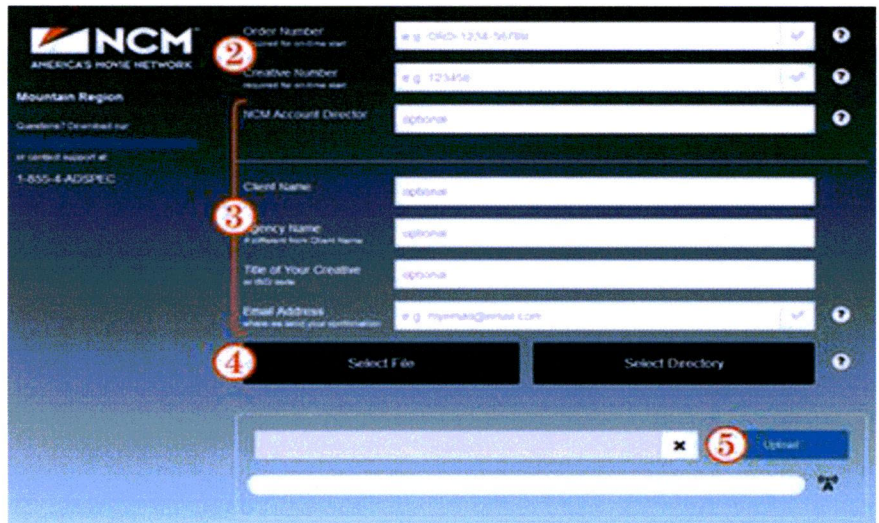
3. Complete any additional fields as applicable,

Note: To receive a confirmation email that the upload was successful, the Email Address field must be completed.

4. Click **Select File** to select the desired file, or **Select Directory** to upload a group of files,

5. Click the **Upload** button to submit your file(s).

Note: A progress bar will show the status of the transfer.



Need Help? Call NCM's Helpdesk @ 1-855-4-ADSPEC

Additional Notes:

- Order Number and Creative Number are required at the point of creative submittal to ensure an on-time start. If you do not know these, please contact your NCM Account Director.
- If you are adding multiple creative, each piece of creative requires a unique Creative Number for upload.
- Zip files may get rejected and should not be uploaded.
- Do not use special characters for the Title of Your Creative or ISCI code.

Creative Production Order Form

<p>Advertiser Information Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Brenda Salazar</p>	<p>Billing Information Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Brenda Salazar</p>	<p>Account Director: Connie Franco Phone: 956-318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com Order: ORD-1505-01664 Type: New</p>
--	---	---

Job Name: Hidalgo Department of Health & Human services - App Promotion-9.30 **352635**

Start Date: 7/2/2015

Ratings: G, PG, PG-13, R

Notes / Special Instructions:

Media Services:

Description	Fee
Ad Provided by Client	\$250.00

Media Services SubTotal: \$250.00

Creative Services:

Description	Fee

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

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!

National Cinemeida, LLC

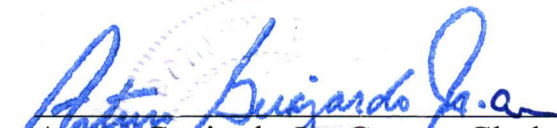
Hidalgo County for Health & Human Services Department

REGIONAL INSERTION ORDER AGREEMENT

Approved in CC on June 23, 2015

ATTEST:

Hidalgo County Clerk
100 North Closner
Edinburg, Texas 78539


Arturo Guajardo Jr., County Clerk

Memo

To: Monica Badillo, Commissioner's Court Coordinator

From: Mike Escaname, Budget Manager

CC: Eddie Olivarez, Chief Administrative Officer

Date: June 23, 2015

Re: AI-50007 / NCM MEDIA

Hello Monica,

Attached, please find the REGIONAL INSERTION ORDER AGREEMENT that was approved by Commissioner's Court on June 23, 2015 through **AI-50007**.

We'd appreciate if you can forward it to Judge Garcia for signature.

We prefer the agreement be signed with "blue" ink so that the original can be distinguished from a copy.

Also, please have Judge Garcia "INITIAL" the revisions highlighted in yellow that Legal staff recommended.

Let Mr. Olivarez or me know if you have any questions.

Thank you.

Please Contact
Josi Escalante ext 7209
after Judge signs document

AI-50007**Purchasing Department 11. O.****CC CONSENT**

Meeting Date: 06/23/2015

Submitted For: Marty Salazar, PURCHASING DEPT.

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 with approval to execute same with National Cine Media for the Hidalgo County Health & Human Services Department for On Screen Regional Segment Advertisement "Theater Advertisement" from 7/2/2015 - 9/30/2015 & Mobile Tap 2 by zip code Cinema Audience Accelerator from 7/2/2015 - 9/30/2015 for \$4,000.00 through the following requisition #278898 in the total amount of \$22,346.00 (5-1293-441-00-340-012-5-540).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2015

ACCT. #: 5-1293-441-00-340-061-5-540

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Amount available for requisition# 278898 as of 6-19-15 \$22,346.00 for NATIONAL CINEMEDIA, LLC.

Attachments

[Requisition](#)[Quote / Agreement](#)[Legal's Approval](#)**Form Review**

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	06/17/2015 01:33 PM
Budget & Management	Veronica Ortiz	06/17/2015 01:52 PM
Manuel Chapa	Manuel Chapa	06/19/2015 03:12 PM
Auditor's Office	Monica Badillo	06/19/2015 05:48 PM
Form Started By: Matilde Faz		Started On: 06/05/2015 08:26 AM
Final Approval Date: 06/19/2015		