

FILED
AT 9:50 O'CLOCK A M
AUG 02 2017
ARTURO GUAJARDO JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
DEPUTY

Regional Insertion Order Agreement

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

NATIONAL CINEMEDIA, LLC ADVERTISING REGIONAL 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 within 30 days of invoice. 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 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 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 Content, Advertising and Promotional Materials do not infringe, violate or misappropriate any third party copyright, trademark, right of or to privacy, publicity or likeness, or other intellectual property or proprietary right; and (10) the Advertiser Content, Advertising and Promotional Materials are free from defects and

INITIALS

APPROVED BY
COMMISSIONERS' COURT
ON: 7/25/17

(6) to the Advertiser's knowledge, the Advertiser...

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INITIALS

materials in workmanship. Advertiser further 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.~~ ANY UNEXCUSED 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. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER.

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, any 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 ALLOWED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS,} 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, any 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, Advertiser will not be entitled to the refund of any prepaid fees. 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 represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. NCM and its affiliates will be named as additional insureds on such policy, and the policy will provide that it 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~~ ^{TEXAS} 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 ~~Arapahoe County, Colorado~~ ^{HIDALGO COUNTY, TEXAS} 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 supercedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. In the event that any terms that may appear on an Advertiser's or agency's form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. 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 may terminate this Agreement immediately upon any breach by NCM of this Agreement (In addition to any other available remedy) or upon not less than 30 days' notice to NCM for any other reason. Parties may modify this contract by written mutual agreement.

APPROVED BY
COMMISSIONERS' COURT
ON: 7/25/17 gpb

Company's Name: National CineMedia, LLC

Department: Health Department

Type of AGREEMENT: Regional Insertion Order Agreement

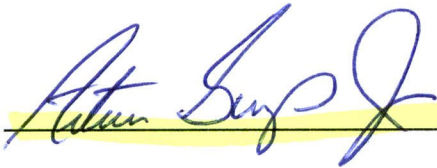
AI- 60763 Approved on C.C. on 07/25/2017

ATTEST:

Hidalgo County Clerk

100 North Closer

Edinburg, Texas 78539



Arturo Guajardo Jr., County Clerk



In-Theater Advertising Proposal
Prepared for Hidalgo department of Health and Human services
Created for Misti Rains- Palacios

Healthy Communities, Heathly Habits - Q3 2017



July 12, 2017
Created by Connie Franco
Email: Connie.Franco@ncm.com
Phone: +1 (956) 318-0810
Fax: (956) 380-0885

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: Misti Rains- Palacios misit.rains@hchd.org	Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Misti Rains- Palacios misit.rains@hchd.org	Acct. Dir.: Connie Franco Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com

Order: ORD-1706-01981 **Type:** New

Healthy Communities, Healthy Habits Q3 2017 (Copy)

Regional Premium

Start: 8/1/2017

Weeks: 7.29

End: 9/30/2017

Weight: Best Available

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
424819	CNK1080	Cinemark Movie Bistro - Edinburg**	Edinburg, Texas	6	\$30.00	\$1,311.43
424819	CNK114	Cinemark Movies 6	Mcallen, Texas	6	\$30.00	\$1,311.43
424819	CNK212	Movies 10	Weslaco, Texas	10	\$30.00	\$2,185.71
424819	CNK1074	Pharr Town Center	Pharr, Texas	16	\$38.00	\$4,429.72

Lobby Standees -3'x5'

Start: 8/1/2017

Weeks: 7.29

End: 9/30/2017

Weight: Best Available

Duration/Units: 1 units

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
424820	CNK114	Cinemark Movies 6	Mcallen, Texas	6	\$154.96	\$1,129.00
424820	CNK212	Movies 10	Weslaco, Texas	10	\$154.96	\$1,129.00

Regional Insertion Order Agreement

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Regional LEN

Start: 8/11/2017

Weeks: 7.29

End: 9/30/2017

Weight: A

Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
424819	CNK1080	Cinemark Movie Bistro - Edinburg**	Edinburg, Texas	6	\$15.00	\$109.28
424819	CNK114	Cinemark Movies 6	McAllen, Texas	6	\$15.00	\$109.28
424819	CNK212	Movies 10	Weslaco, Texas	10	\$15.00	\$109.29
424819	CNK1074	Pharr Town Center	Pharr, Texas	16	\$15.00	\$109.29

Cross Platform Banners Cinema Accelerator

Start: 8/11/2017

Weeks: 7.29

End: 9/30/2017

Creative #	Impressions	Net Rate	Net Media
424821	570,342	\$7.89	\$4,500.00

Premium placement subject to availability; spots may run in Regional Segment 1 in locations where premium inventory is unavailable. Proposed rates are held 4 weeks from the date of this proposal

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Payment	Comments & Special Instructions:	Total Media
Payment Terms: Pay in Full		Media Services
Payment Method: Check		Creative Services
		Other Services
P.O. Number:		Total Due

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

Ramon Garcia

Advertiser Name/Title:

Date: 7/28/17

National CineMedia, LLC

Date:

Order Number: ORD-1706-01981			
A	B	C	D
			E
			F
Logged	Scheduled	Creative Approved	Credit Approved
		Posted	Audit

APPROVED BY:
COMMISSIONER'S COURT
IN: *7/28/17*



Regional Insertion Order Agreement

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

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Regional Insertion Order Agreement

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

materials in workmanship. Advertiser further 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. ANY UNEXCUSED 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. NOTWITHSTANDING THE FOREGOING, ADVERTISER'S SOLE AND EXCLUSIVE REMEDY FOR NCM'S FAILURE TO EXHIBIT THE ADVERTISING AS SET FORTH ON THE ORDER WILL BE FOR NCM TO "MAKE-GOOD" (MAKE AVAILABLE TO ADVERTISER AN ALTERNATIVE TIME PERIOD OF REASONABLY COMPARABLE VALUE FOR THE RE-EXHIBITION OF SUCH ADVERTISING) WITHIN A REASONABLE TIME PERIOD FOLLOWING NOTICE OF THE FAILURE FROM ADVERTISER.

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, any 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, Advertiser will not be entitled to the refund of any prepaid fees. 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 represents that it maintains a general liability insurance policy (with a financially sound and reputable insurance company) in such amounts as Advertiser deems reasonably adequate for its business and as required to perform its obligations hereunder. NCM and its affiliates will be named as additional insureds on such policy, and the policy will provide that it 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 in the state and federal courts sitting in Arapahoe County, 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, 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. In the event that any terms that may appear on an Advertiser's or agency's form of purchase order, insertion order, or other order form vary from or conflict with the terms of this Agreement (including without limitation pre-printed terms), the terms of this Agreement will control. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. 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.



Billing Acknowledgement

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

Client Name:	
AP Contact Name:	
AP Address:	
AP Phone:	
AP E-mail:	

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

Purchase Order number to be referenced (when applicable):

Check this box if you would like to receive electronic invoices:

*Other Billing Instructions:

Order Number: ORD-1706-01981

Creative Name	Creative Number	URL
Healthy Community, Heathly Habits - Cinema Advertising 18 weeks-OL15	424819	http://delivery.ncm.com/SouthCentral/ORD170601981/424819
Healthy Community, Heathly Habits - Cinema mobile/online 18 weeks-OL16	424821	http://delivery.ncm.com/SouthCentral/ORD170601981/424821
Healthy Community, Heathly Habits - Promotions lobby 18 weeks-OL17	424820	http://delivery.ncm.com/SouthCentral/ORD170601981/424820

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.

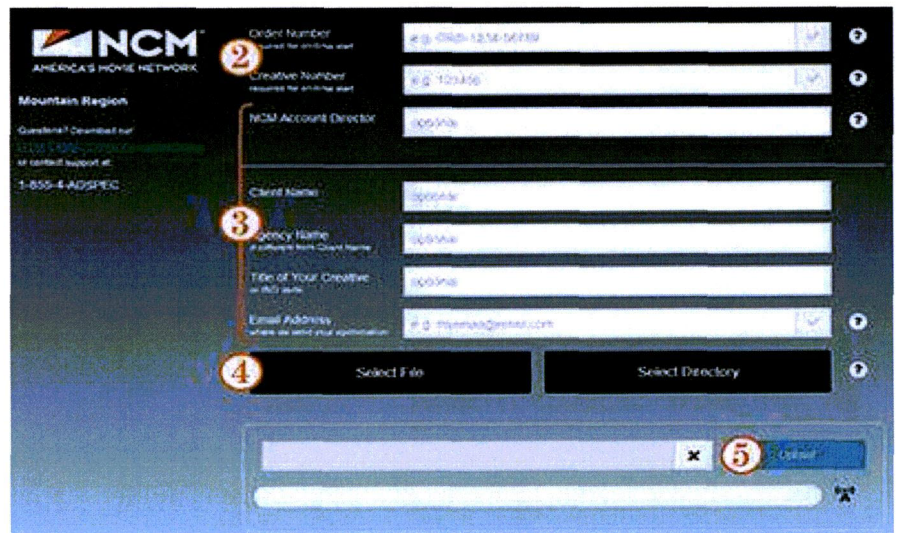
3. Complete any additional fields as applicable,

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.



NCM Digital Delivery Instructions

AMERICA'S MOVIE NETWORK

- 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

Advertiser Information Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Misti Rains- Palacios misit.rains@hchd.org	Billing Information Hidalgo department of Health and Human services 1304 S 25th Ave Edinburg, TX 78542 Phone: (956) 383-6221 Fax: Misti Rains- Palacios misit.rains@hchd.org	Account Director: Connie Franco Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com
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Order: ORD-1706-01981 **Type:** New

Creative Name: Healthy Community, Heathly Habits - Cinema Advertising 18 weeks-OL15 **424819**

Start Date: 7/21/2017

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

Creative Name: Healthy Community, Heathly Habits - Cinema mobile/online 18 weeks-OL16 **424821**

Start Date: 7/21/2017

Ratings: G, PG, PG-13, R

Notes / Special Instructions:

Media Services:

Description	Fee
Completed Cross Platform Banners	\$0.00

Media Services SubTotal: \$0.00

Creative Services:

Description	Fee

Creative Services SubTotal: \$0.00

Creative Production Order Form

Creative Name: Healthy Community, Healthy Habits - Promotions lobby 18 weeks-OL17 424820
Start Date: 7/21/2017
Ratings: G, PG, PG-13, R
Notes / Special Instructions:

Media Services:

Description	Fee
Lobby Promotions	\$0.00

Media Services SubTotal: \$0.00

Creative Services:

Description	Fee
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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!

Hector

"Online Pharmacy Billing Services" - RFP No.: 2017-149-06-21-HGO.

Participant	Average Score	Ranked
✓ HEB	95.8	1
CITIZENS	90.4	2
IPM	89.4	3

✓ b. Authority for Purchasing Department to commence negotiations with the number one ranked participant HEB in order to finalize a contract for the provisions of Online Pharmacy Billing Services for Hidalgo County Health & Human Services Department, including all applicable agencies and/or programs.

2. AI-60763

A. Requesting exemption from competitive bidding requirements under Local Government Code (262.024 (Section A)(2)) "An item necessary to preserve or protect the public health or safety of the residents of the county";

APPROVED

B. Requesting authority to enter into a Regional Insertion Order Agreement with approval to execute same with National CineMedia, LLC for the Hidalgo County Health & Human Services Department for: On Screen Regional segment advertisement "Theater Advertisement" from 08/11/2017- 9/28/2017 through requisition#346507 in the total amount of \$16,216.00 for the purpose of providing Public Health Awareness Outreach Services as necessary to protect the health and safety of the residents of Hidalgo County.

[Handwritten signature]

I. Budget & Management

1. AI-60570

✓ A. Requesting exemption from competitive procurement requirements pursuant to Texas Local Government Code, 262.024 (a)(7);(A)"Items for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies"

✓ B. Approval of a "Sole Source Declaration" for "Capital Strategies Consulting, Inc." for the purchase of CodePal Tool-Kit Inspection Software; including licenses, support service, training, maintenance and any present, future accessories to be used by Hidalgo County Fire Marshal's Office and other related Hidalgo County Law Enforcement Agencies (all funding sources) with said declaration to remain in effect while product is needed and declaration is in place unless revoked by HCCC;

✓ C. Approval for Hidalgo County Fire Marshal's Office to purchase the CodePal Tool-Kit Inspection Software (includes software, database, and access key with definition of hardware access) in the amount of \$24,540.00 [with an annual cost for each subsequent year of \$4,040.00].

✓ D. Authorization to renew maintenance and support services and annual licenses for the lifetime of the software.

J. Sheriff's Office

1. AI-60591

✓ Presentation of sole vendor submitting the lowest and best bid received from South Texas Communications, Inc., meeting all specifications/requirements for

Vote: 4 - 0 - Unanimously

9. **AI -60527** "For the purpose of seeking financial assistance through a grant in the amount not to exceed \$10,000,000 to provide for the cost of development of the Raymondville Drain, Project for Flood Control.

Sesin explained that this funding will allow to start the construction phase, allocations will be for construction purpose only.

A. Acceptance and approval of attached resolution entitled "Application Filing and Authorized Representative Resolution."

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

B. Acceptance and approval of filing of the application to the Texas Water Development Board and the Chairman of the Board, as official representative, to execute the attached "Application Affidavit."

On motion by BOARD MEMBER PCT. 4, JOSEPH PALACIOS, seconded by BOARD MEMBER PCT. 2, EDUARDO "EDDIE" CANTU, the Board made a UNANIMOUS vote of approval.

Vote: 4 - 0 – Unanimously

10. **Closed Session:**
Board of Directors may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

No action taken on this item.

- A. **Real Estate Acquisition**

No action taken on this item.

- B. **Pending and/or Potential Litigation**

No action taken on this item.

11. **Open Session:**

- A. **Real Estate Acquisition**

No action taken on this item.