

FILED  
 AT 2:50 O'CLOCK P M  
 OCT 30 2018  
 ARTURO GUAJARDO, JR. COUNTY CLERK  
 HIDALGO COUNTY, TEXAS  
 BY \_\_\_\_\_ 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  
 [Handwritten initials]

(6) to the Advertiser's knowledge, the Advertiser... APPROVED BY  
 COMMISSIONERS' COURT  
 ON: 10/23/18 [Handwritten signature]

# Regional Insertion Order Agreement

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

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.

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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).

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RE

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~~ <sup>TEXAS</sup>, 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 ~~Adams~~ <sup>Hidalgo</sup> County, ~~Colorado~~ <sup>TEXAS</sup> 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.

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Advertiser may terminate this Agreement immediately upon any breach by NCM of this Agreement (In addition to any other 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: 10/23/18 jrs

Reg 381003

Topic "Vaccines for the Family"

**Regional Insertion Order Agreement**

6300 South Syracuse Way, Suite 300 \* Centennial, Colorado 80111 \* 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

<b>Advertiser Information</b> Hidalgo County Health Department 1304 S 25th Ave  Edinburg, TX 78542-7205 Phone: 956-383-6221 Fax: Patricia Garcia patricia.garcia@hchd.org	<b>Billing Information</b> Hidalgo County Health Department 1304 S 25th Ave  Edinburg, TX 78542-7205 Phone: (956) 383-6221 Fax: Sylvia Pena sylvia.pena@hchd.org	<b>Account Director Information</b> Acct. Dir.: Connie Franco Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com
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Order: ORD-1809-01099 Type: New

**Hidalgo County Theaters- 10 weeks**

On Screen

Seg 2  
 Start: 11/2/2018 End: 1/10/2019  
 Weeks: 10.00 Weight: Best Available Duration/Units: 00:30

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
464657	CNK1080	Cinemark Movie Bistro - Edinburg**	Edinburg, Texas	6	\$20.00	\$1,200.00
464657	CNK114	Cinemark Movies 6 McAllen	Mcallen, Texas	6	\$20.00	\$1,200.00
464657	CNK093	Hollywood USA	Mcallen, Texas	17	\$20.00	\$3,400.00
464657	CNK212	Movies 10 Weslaco	Weslaco, Texas	10	\$20.00	\$2,000.00
464657	CNK1074	Pharr Town Center	Pharr, Texas	16	\$20.00	\$3,200.00
464657	CNK261	Tinseltown Mission	Mission, Texas	17	\$20.00	\$3,400.00

Regional LEN  
 Start: 11/2/2018 End: 1/10/2019  
 Weeks: 10.00 Weight: Best Available Duration/Units: 00:30

Lobby Entertainment Network

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate	Net Media
464657	CNK1080	Cinemark Movie Bistro -	Edinburg, Texas	6	\$12.00	\$120.00



Reg 381003

## Regional Insertion Order Agreement

6300 South Syracuse Way, Suite 300 \* Centennial, Colorado 80111 \* 800.828.2828

		Edinburg**				
464657	CNK114	Cinemark Movies 6 McAllen	Mcallen, Texas	6	\$12.00	\$120.00
464657	CNK093	Hollywood USA	Mcallen, Texas	17	\$12.00	\$120.00
464657	CNK212	Movies 10 Weslaco	Weslaco, Texas	10	\$12.00	\$120.00
464657	CNK1074	Pharr Town Center	Pharr, Texas	16	\$12.00	\$120.00
464657	CNK261	Tinseltown Mission	Mission, Texas	17	\$12.00	\$120.00

Seg 2 placement subject to availability; spots may run in Seg 3 in locations where Seg 2 inventory is unavailable

Reg 381003



### **Billing Acknowledgement**

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

Client Name:	Hidalgo County Health Department
AP Contact Name:	
AP Address:	
AP Phone:	
AP E-mail:	

Order Number:	ORD-1809-01099
Billing Frequency Requested:	Bill in Full (payment due 30 days from Contract Start Date)

Purchase Order number to be referenced (when applicable):

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

\*Other Billing Instructions:

Reg 381003

# Creative Production Order Form

<b>Advertiser Information</b> Hidalgo County Health Department 1304 S 25th Ave  Edinburg, TX 78542-7205 Phone: 956-383-6221 Fax: Patricia Garcia patricia.garcia@hchd.org	<b>Billing Information</b> Hidalgo County Health Department 1304 S 25th Ave  Edinburg, TX 78542-7205 Phone: (956) 383-6221 Fax: Sylvia Pena sylvia.pena@hchd.org	<b>Account Director:</b> Connie Franco Phone: +1 (956) 318-0810 Fax: (956) 380-0885 Email: Connie.Franco@ncm.com
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**Order:** ORD-1809-01099      **Type:** New

**Creative Name:** Q4 Cinema Advertising -OL2 Hidalgo Health Dpt. 2018-OL7 464657

**Start Date:** 11/2/2018

**Ratings:** G, PG, PG-13, R

**Notes / Special Instructions:** using Tony Wright for creative; pre-approval for this media.

**Media Services:**

Description	Fee
Ad Provided by Client	\$0.00

**Media Services SubTotal:** \$0.00

**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  
 6300 South Syracuse Way, Suite 300  
 Centennial, Colorado 80111

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!

Reg 381003

**Hidalgo County Theaters- 10 weeks**  
**10/1/2018 Displayed by Theater/Zip Code**

Seg 2 0:30 11/2/2018 - 1/10/2019 (10 weeks)										
DMA #	DMA	Creative #	Theater Code	Theater Name	Location	# of Screens	Projected Impressions	Net Rate	Net Weekly Cost	Net Media
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK1080	Cinemark Movie Bistro - Edinburg**	Edinburg, Texas	6	56,184	\$20.00	\$120.00	\$1,200.00
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK114	Cinemark Movies 6 McAllen	Mcallen, Texas	6	60,948	\$20.00	\$120.00	\$1,200.00
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK093	Hollywood USA	Mcallen, Texas	17	67,978	\$20.00	\$340.00	\$3,400.00
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK212	Movies 10 Weslaco	Weslaco, Texas	10	65,173	\$20.00	\$200.00	\$2,000.00
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK1074	Pharr Town Center	Pharr, Texas	16	122,435	\$20.00	\$320.00	\$3,200.00
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK261	Tinseltown Mission	Mission, Texas	17	106,563	\$20.00	\$340.00	\$3,400.00
				6		72	479,281	\$20.00	\$1,440.00	\$14,400.00

Regional LEN 0:30 11/2/2018 - 1/10/2019 (10 weeks)										
DMA #	DMA	Creative #	Theater Code	Theater Name	Location	# of Screens	Projected Impressions	Net Rate	Net Weekly Cost	Net Media
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK1080	Cinemark Movie Bistro - Edinburg**	Edinburg, Texas	6	15,185	\$12.00	\$12.00	\$120.00
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK114	Cinemark Movies 6 McAllen	Mcallen, Texas	6	16,472	\$12.00	\$12.00	\$120.00
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK093	Hollywood USA	Mcallen, Texas	17	18,372	\$12.00	\$12.00	\$120.00
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK212	Movies 10 Weslaco	Weslaco, Texas	10	17,614	\$12.00	\$12.00	\$120.00
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK1074	Pharr Town Center	Pharr, Texas	16	33,091	\$12.00	\$12.00	\$120.00
84	Harlingen-Wslco-Brnsvl-McA	464657	CNK261	Tinseltown Mission	Mission, Texas	17	28,801	\$12.00	\$12.00	\$120.00
				6		72	129,535	\$12.00	\$72.00	\$720.00

**Program Totals**

<b>Total Projected Impressions:</b>	<b>608,816</b>
<b>Total Net Media:</b>	<b>\$15,120.00</b>
<b>Total Media Services:</b>	<b>\$0</b>
<b>Total Creative Services:</b>	<b>\$0</b>



Reg 381003

<b>Total Other Services:</b>	<b>\$0</b>
<b>Net Total:</b>	<b>\$15,120.00</b>

**Footnotes:**

Seg 2 placement subject to availability; spots may run in Seg 3 in locations where Seg 2 inventory is unavailable

NCM Scenario for - Hidalgo County Health Department - Proprietary & Confidential

ORD-1809-01099



Reg 381003

## Regional Insertion Order Agreement

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<b>Payment</b>	<b>Comments &amp; Special Instructions:</b>	<b>Total Media</b>	<b>\$15,120.00</b>
<b>Payment Terms:</b> Pay in Full		<b>Media Services</b>	<b>\$0.00</b>
<b>Payment Method:</b> Check		<b>Creative Services</b>	<b>\$0.00</b>
<b>P.O. Number:</b>		<b>Other Services</b>	<b>\$0.00</b>
		<b>Total Due</b>	<b>\$15,120.00</b>
<small>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.</small>			
<small>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</small>			

*Ramon Garcia, County Judge*

Advertiser Name/Title:

Date:

*10/23/18*

National CineMedia, LLC

*[Signature]*

10/10/18

Order Number: ORD-1809-01099					
A	B	C	D	E	F
Logged	Scheduled	Creative Approved	Credit Approved	Posted	Audit

APPROVED BY  
COMMISSIONERS' COURT  
ON: *10/23/18 jrw*

Lease and/ or Service Agreement

Company's Name: NATIONAL CINEMEDIA, LLC

Department: HEALTH & HUMAN SERVICES DEPT.

AI- 67252 Approval through CC on: 10/23/2018

ATTEST:

By: Arturo Guajardo Jr.  
Arturo Guajardo Jr., County Clerk



Date: 10/30/2018

APPROVED AS TO FORM:

Hidalgo County Office of the Criminal District Attorney,

Ricardo Rodriguez, Jr.

By: [Signature]

ROBERT VINA III, Assistant District Attorney

Civil Litigation Division

EVALUATOR #3	98	80	75
TOTAL	287	240	222
RANKING	1	2	3

*Acceptor*

*Please sign*

B. Authority for the Purchasing Department to negotiate a professional engineering services agreement commencing with the No. 1 ranked firm of B2Z Eng.

- ① Jesse, DAs
- ② Co. Judge

**D. Pct. 4**

*OK*

1. AI-67227 A Pursuant to Hidalgo County's **Exiting Elected Official Expenditure Policy**, requesting approval of "Expenditure" [which exceeds the transaction amount] for Precinct #4 in connection with the contracting of a public relations company/firm.

③ Co. Clerk

B. Acceptance and approval of an initial two year consulting and other related services contract [\$54K/yr.] between awarded vendor, ABC Consulting Group and HC-Pct #4 through county's membership/participation in Region 8 Education Service Center Cooperative Purchasing Program TIPS with authority to execute agreement subject to legal counsel's final legal review as to form including compliance with Form 1295 and insurance requirements.

2. AI-67110 Requesting approval of claim for the vendor identified below, with authority for County Treasurer to issue payment after reviewing and auditing procedures are completed by County Auditor as product was ordered, picked up and used [through an existing open Purchase Order] after the expiration of the contract:

Vendor	Invoice	Date	Amount
Frontera	218-12217	08/22/18	\$2,228.47

**E. IT Department**

*OK*

1. AI-67279 Pursuant to procurement packet, requesting action to approve evaluating committee for: "Countywide Internet Connection & Connectivity" - RFP No. 2017-314-08-29-HGO including, but not limited to, the following options:

A. Recommended evaluation committee as presented for consideration by IT:

- Leonel Torres, Network/Infrastructure Administrator
- Judith Escamilla, Senior IT Manager
- Renan Ramirez, Senior IT Manager
- Stan Ramos, Admin Operations Coordinator with
- Recommended alternate evaluator:
- Rigoberto Hinojosa, Director of Operations' **OR**, HHS

*add Valde- Armando Carr, Pct. 2 to participate Lezbeth, Pct. 4 Pepe, Pct. 1 \_\_\_\_\_, Judge Pct 3*

*NG*

B. Other as selected/designated by Commissioners Court.

*OK*

2. AI-67268 Requesting authorization to enter into a 12 month agreement with SmartCom Telephone, for Point-To-Point Fiber Services for the Hidalgo County Courthouse with authority for the County Judge to sign all required documentation and subject to compliance with Form 1295 when/if applicable.

**F. Health & Human Services Dept.**

1. AI-67252

25 F.1

A. Requesting exemption from competitive bidding requirements under Local Government Code 262.024(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" through Requisition #381003 in the total amount of \$15,120.00 for the purpose of providing Public Health Awareness Outreach Services as necessary to protect the health and safety of the residents of Hidalgo County and subject to Form 1295 and when applicable. With authority for the County Judge to sign all required documentation.

2. AI-67156 Requesting approval of the Interlocal Cooperation Agreement between City of Mission and Hidalgo County in connection with holding the 15th Annual Epidemiology and Immunizations Conference on Notifiable Conditions and ZIKA for purposes of Public Health and Welfare and to make the most efficient use of resources and further described and detailed in the ILA document attached herein.

**G. Sheriff's Office**

04

1. AI-67304 A. Requesting an exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) professional services

B. Presentation of the scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services providers required for the Design/Construction of Detention Barracks to be erected at current HC Adult Detention Facility;

SCORING & EVALUATION GRID-

	B2Z	L & G ENG	HALFF
Evaluator 1	87	74	78
Ranking	1	3	2

C. Authority for the Purchasing Department to negotiate a professional services agreement commencing with the No. 1 ranked firm of B2Z Eng. for professional engineering services required for "DESIGN/CONSTRUCTION OF DETENTION BARRACKS TO BE ERECTED AT CURRENT HC ADULT DETENTION FACILITY".

2. AI-67155 Acceptance and approval of Certificate of Substantial Completion from contractor, Hunt and Woodruff Construction Co., LLC, for the "Conversion of 3 Existing Cells into Padded Security Cells at the Hidalgo County Jail" as submitted and certified by engineer, Halff Associates, Project No. 2017-301-01-16 with authority for the Hidalgo County Sheriff to sign documentation.

**H. County Clerk**

1. AI-67115 Requesting the continuation of the preservation of Deed and Official Records volumes 1324-1550 with Kofile Technology, Inc. through HC membership/participation with TXMAS contract #18-3602 in the amount of \$572,040.00 for the Hidalgo County Clerk's Office-Req. #380507 subject to receipt/compliance with Form 1295.

Zimbra

hector.garcia1@co.hidalgo.tx.us

**Re: Regional Insertion Order Agreement for Health and Human Services**

**From :** Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Wed, Oct 17, 2018 11:01 AM  
**Subject :** Re: Regional Insertion Order Agreement for Health and Human Services  
**To :** Hector A. Garcia <hector.garcia1@co.hidalgo.tx.us>  
**Cc :** Robert Vina <robert.vina@da.co.hidalgo.tx.us>

Ok. Then I will approve as to form subject to the requested modifications having been made.

Thank you,

**Josephine Ramirez Solis**

*Assistant Criminal District Attorney*

Chief - Civil Division

**Office of Criminal District Attorney**

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 292-7619 FAX

[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

\*\*\*\*\*

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\*\*\*\*\*

On Wed, Oct 17, 2018 at 10:49 AM hector.garcia1 <[hector.garcia1@co.hidalgo.tx.us](mailto:hector.garcia1@co.hidalgo.tx.us)> wrote:  
 Yes, the vendor has agreed to all the terms requested by robert and have initialed the documents after approved on Commissioners Court in all the previous agreements.

Respectfully

---

**From:** "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>  
**To:** "hector garcia1" <hector.garcia1@co.hidalgo.tx.us>, "Robert Vina" <robert.vina@da.co.hidalgo.tx.us>  
**Sent:** Wednesday, October 17, 2018 10:33:08 AM  
**Subject:** Fwd: Regional Insertion Order Agreement for Health and Human Services

These are the changes Bobby had last time to the Regional Insertion Order. Do you know if they were accepted? If so, we would be requesting the same modifications to the agreement.

**Josephine Ramirez Solis**

*Assistant Criminal District Attorney*

Chief - Civil Division

**Office of Criminal District Attorney**

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

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\*\*\*\*\*

----- Forwarded message -----

**From:** Robert Vina <robert.vina@da.co.hidalgo.tx.us>  
**Date:** Tue, May 15, 2018 at 1:20 PM  
**Subject:** Re: Regional Insertion Order Agreement for Health and Human Services  
**To:** Victor Garza <victor.garza@da.co.hidalgo.tx.us>  
**Cc:** Hector A. Garcia <hector.garcia1@co.hidalgo.tx.us>, Josephine Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, Eduardo Olivarez <eddie.olivarez@hchd.org>