

Agreement MA-299-25011089

For

**Sponsorship Agreement for Educational Outreach and Strategic
Marketing Services**

Between

OC Waste & Recycling

And

Anaheim Arena Management LLC



AGREEMENT**MA-299-25011089****BETWEEN****COUNTY OF ORANGE****AND****Anaheim Arena Management LLC****FOR****Sponsorship Agreement for Educational Outreach and Strategic Marketing Services**

This Agreement MA-299-25011089 for Sponsorship Agreement for Educational Outreach and Strategic Marketing Services (“Agreement”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”), and Anaheim Arena Management LLC, a California Corporation (“Contractor” or “AAM”), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Agreement is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Agreement:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Agreement for Educational Outreach and Strategic Marketing Services under a firm fixed fee Agreement; and,

WHEREAS, Contractor agrees to provide Sponsorship Agreement for Educational Outreach and Strategic Marketing Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or Deputized designee to enter into this Agreement for Sponsorship Agreement for Educational Outreach and Strategic Marketing Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES**AAM TERMS AND CONDITIONS**

- 1. Indemnification.** See Exhibit “A”, attached.

2. Termination and Remedies.

A. Default: A Party shall be in default under this Agreement if it fails to perform any material obligation in a timely manner. If either Party is in default under this Agreement, the non-defaulting Party shall deliver written notice specifying the default to the defaulting Party. The defaulting Party shall have ten (10) days after receipt of such notice to cure the default.

B. Remedies: If a defaulting Party fails to cure a default within ten (10) days after receipt of a notice of default, the non-defaulting Party shall have the right to terminate this Agreement and shall have all other rights and remedies available at law or in equity, all of which shall be cumulative and not exclusive, including, in the event of a monetary default by County, AAM's right to accelerate the payment of and bring an action to collect all installments of the compensation due for the agreement year, as described in Attachment B, payable by County through the Termination Date of this Agreement irrespective of the date of termination as a result of County's default. Termination of this Agreement shall be accomplished by delivery of written notice of termination to the defaulting Party.

C. Costs: In any action to enforce or interpret any provision of this Agreement each Party shall bear its own attorney's fees, costs and expenses, but the prevailing Party shall be entitled to collect damages on account of any default under this Agreement and any additional costs of collecting any judgment rendered in such action.

3. Assignment. This Agreement, and any rights, entitlements, duties and obligations arising from it, shall not be assigned or delegated in whole or in part by either Party, except by prior written consent of the other Party. Any attempted assignment by either Party without the consent of the other Party shall be null and void and shall entitle the other party to terminate this Agreement upon written notice of termination.

4. Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing. All notices of or concerning default or termination of this Agreement shall be sent by U.S. Mail, certified, return receipt requested or by FedEx or comparable next day delivery service, addressed to the recipient at its address set forth below their signatures to this Agreement or to such other address as the recipient may subsequently have furnished in writing to the sender. All other notices may be sent by telecopy, by hand delivery, by first-class U.S. Mail postage fully prepaid or by FedEx or comparable next day delivery service.

5. NHL, Special Event and Broadcasting Limitations. County agrees and acknowledges that this Agreement and each benefit conferred on County pursuant to this Agreement are limited by and subject to the following (a) the National Hockey League ("NHL") bylaws, rules, regulations, policies, Board of Governor resolutions; any collective bargaining agreement to which the NHL or any member club is a party; all consent decrees and settlement agreements entered into between or among the NHL and its member clubs (or the NHL, NHL member clubs and/or other persons) in furtherance of NHL business or interests or as otherwise authorized directly or indirectly by the NHL Board of Governors, the NHL Commissioner, or the NHL Constitution; and corporate marketing, licensing, sponsorship, network, broadcasting or similar agreement between the NHL (or NHL affiliates) and third parties; all as the same may now exist or hereafter be amended or enacted and as they may be interpreted by the NHL. County also agrees that AAM may terminate this Agreement on ten (10) days prior written notice in the event that the NHL, in its sole discretion, determines that the sponsorship granted pursuant to this Agreement or the County is not in compliance with NHL rules governing gambling activities; (b) AAM and AAM (as defined below) may be required from time to time under rules, regulations and requirements related to special events (including without limitation, NCAA, Olympic-related events, multi-city tours, and NHL

events that are not Ducks home games) to grant third parties rights that may result in the reduction or elimination of County's rights under this Agreement on a temporary basis during such special events and (c) in the event County is granted any rights with respect to the broadcast of a Ducks' game, such rights shall comply with and be subject to the standards and policies of the applicable programming provider, shall not extend to broadcasts by visiting teams or NHL or re-broadcasts and shall be subject to rights granted to a third party by the applicable programming provider. Finally, County acknowledges that County shall not be compensated by AAM, Anaheim Ducks Hockey Club, LLC ("ADHC"), the NHL or any third party as a result of the occurrence of any of the circumstances described in this Section.

- 6. Non-Exclusive Rights and Regular Season Only.** Except as expressly set forth to the contrary in this Agreement: (a) no rights of exclusivity are granted to County and nothing in this Agreement shall limit in any manner AAM's or ADHC's rights to sell advertising, marketing, promotional or rights of any other kind to any other person or entity for any product or service, whether or not competitive with County, (b) no rights of exclusivity are granted to any portion of the Honda Center beyond the footprint of the principal building; and (c) no rights are granted to County by this Agreement with respect to any facility branded as "The Rinks", the Ducks' practice facility, Great Park Ice, or any minor league team affiliated in any manner with AAM.
- 7. Costs.** Except as expressly set forth to the contrary in this Agreement, County shall be responsible for all costs (including but not limited to creative, design, production, changes, revisions and removal) with respect to any display or signage purchased by County under this Agreement. Except as otherwise agreed upon in this Agreement or as otherwise agreed upon by the Parties, allocated but unused deliverables shall be carried over from Agreement year to Agreement year. If an allocated but unused deliverable occurs in the last year of the Agreement, County shall be entitled to a refund in an amount attributable to such unused deliverable.
- 8. Use of Trademarks and Right to Advertise.** Except as expressly set forth in this Agreement to the contrary, County shall have no right to use AAM's or any of its affiliates' trademarks, trade names or service marks and County shall have no right to advertise or promote its sponsorship or involvement with the Anaheim Ducks and/or the Honda Center. All use of each party's and their respective affiliate's trademarks, trade names or service marks (collectively, the "Marks"), including the manner and quality in which the Marks are reproduced or displayed, shall be under the control and supervision of the party owning the Marks. Each party agrees that the manner of display of the Marks must be specifically approved in writing and in advance by an authorized representative of the party owning the Marks. Each party agrees to extend a seven (7) day period for a response to such written request. The failure of a party to respond during such seven (7) day period shall be deemed an approval of the requested use. Any such use shall be limited to the purpose for which approval was sought and received and shall be deemed a non-exclusive, royalty-free license for the approved use. Such license shall not include the right to sub-license such use. The license described in this Section 8 shall terminate contemporaneously with the termination of this Agreement. The other provisions of this Section 8 to the contrary notwithstanding, County may not use AAM's or any of its Marks without the prior written consent of AAM which may be granted or withheld in AAM's sole discretion.
- 9. Endorsements.** None of the artists, performers, athletes or promoters appearing at the Honda Center shall be deemed or required to endorse County or County's products as a result of this Agreement.

10. Insurance. Each party shall, at its own expense, maintain through the Term, a program of self insurance or commercial general liability insurance (including contractual liability) with insurers reasonable and satisfactory to AAM and County and a per occurrence combined single limit of a minimum of \$2,000,000 for property damage and personal injury and otherwise in accordance with AAM's minimum insurance requirements. Each party shall, at the request of the other provide a certificate of insurance or self insurance naming the other as a certificate holder evidencing such policy .

11. Miscellaneous Provisions.

- A. Severability.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under applicable present or future laws, then it is the intention of the Parties that the remainder of this Agreement shall not be affected but shall remain in full force and effect.
- B. Amendment.** No provision of this Agreement shall be altered, amended, revoked or waived except by mutual written consent of the Parties.
- C. Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter of this Agreement and any such other agreements or understandings are hereby revoked. The County Terms and Conditions are incorporated into this Agreement as Exhibit A.
- D. Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, and any action, claim or suit initiated in connection with this Agreement shall be prosecuted exclusively within the courts of the State of California located in Orange County, California, except where exclusive federal jurisdiction applies, in which case an action, claim or suit initiated in connection with this Agreement shall be prosecuted in United States District Court in Orange County, California.
- E. Performance.** The performance by either Party of its non-monetary obligations under this Agreement shall be excused during the period of time that such performance is delayed or prevented in whole or in part by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party's control, whether or not specifically mentioned herein.
- F. Interest.** If any amount payable by County is not paid to AAM within thirty (30) days of the due date, such amount shall bear interest from the due date until paid at 1.5% per month (or, if less, the maximum rate then permitted by law), calculated on a simple interest basis for the actual number of days past due.
- G. Time of the Essence.** Time is of the essence with respect to this Agreement.
- H. Waiver.** No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.
- I. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT A
COUNTY OF ORANGE – TERMS AND CONDITIONS

- A. Contingency of Funds:** AAM acknowledges that funding or portions of funding for this Agreement may be contingent upon County budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Agreement without penalty.
- B. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Agreement, AAM shall be solely responsible for clearing the right to use any patented or copyrighted materials provided by AAM to County in the County's performance of this Agreement. AAM agrees that, in accordance with the more specific requirement contained in paragraph "V" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses. Also unless otherwise expressly provided in this Agreement, County shall be solely responsible for clearing the right to use any patented or copyrighted materials provided by County to AAM in the AAM's performance of this Agreement. County agrees that, in accordance with the more specific requirement contained in paragraph "V" below, it shall indemnify, defend and hold AAM and AAM Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- C. Consent to Breach Not Waiver:** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- D. Remedies Not Exclusive:** The remedies for breach set forth in this Agreement are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Agreement does not preclude resort by either party to any other remedies provided by law.
- E. Independent Contractor:** AAM shall be considered an independent contractor and neither AAM, its employees, nor anyone working under AAM shall be considered an agent or an employee of County. Neither AAM, its employees nor anyone working under AAM shall qualify for workers' compensation or other fringe benefits of any kind through County.
- F. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** AAM agrees that if there is a change or transfer in ownership of AAM's business prior to completion of this Agreement, the new owners shall be required under terms of sale or other transfer to assume AAM's duties and obligations contained in this Agreement and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Agreement in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Agreement.

In addition, AAM has the duty to notify the County in writing of any change in AAM's status with respect to name changes that do not require an assignment of the Agreement.

AAM shall make good faith efforts to establish rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- G. Compliance with Laws:** AAM and County each represent and warrant that services to be provided by it under this Agreement shall fully comply, at its expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively, "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by the other party. The parties acknowledge that each party is relying on the other to ensure such compliance, and pursuant to the requirements of paragraph "P" below, each party agrees that it shall defend, indemnify and hold the other and County Indemnitees and AAM Indemnitees, as applicable, harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- H. Pricing:** The Agreement rates shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Agreement, and no additional compensation will be allowed therefore, unless otherwise provided for in this Agreement.
- I. Terms and Conditions:** AAM acknowledges that it has read and agrees to all terms and conditions included in this Agreement.
- J. Headings:** The various headings and numbers herein, the grouping of provisions of this Agreement into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- K. Calendar Days:** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- L. Interpretation:** This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Agreement by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.
- M. Authority:** The Parties to this Agreement represent and warrant that this Agreement has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

- N. Indemnification Provisions:** AAM agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County of Orange Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to any falsity or breach of any representation or warranty or breach of any covenant or agreement made or to be performed by AAM pursuant to this Agreement or any intentional or grossly negligent act or omission of AAM occurring as a result of AAM's obligations pursuant to this Agreement, provided, however, that such indemnity shall not extend to indirect or consequential damage. If judgment is entered against AAM and County by a court of competent jurisdiction because of the concurrent active negligence of County or COUNTY INDEMNITEES, AAM and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

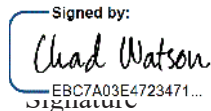
County agrees to indemnify and hold AAM, its affiliates, subsidiaries, directors, officers, employees, owners, members, agents and assigns harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to any falsity or breach of any representation or warranty or breach of any covenant or agreement made or to be performed by County pursuant to this Agreement or any intentional or grossly negligent act or omission of County occurring as a result of County's obligations pursuant to this Agreement, provided, however, that such indemnity shall not extend to indirect or consequential damage. If judgment is entered against AAM and County by a court of competent jurisdiction because of the concurrent active negligence of County, AAM and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- O. Amendments:** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- P. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Agreement without penalty for cause or after 30 days' written notice without cause at the end of each Agreement year, unless otherwise specified. Cause shall be defined as any material breach of the Agreement, any misrepresentation or fraud on the part of AAM. Exercise by County of its right to terminate the Agreement shall relieve County of all further obligation but shall not relieve the County of payment for services or deliverables provided by AAM prior to termination.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

Anaheim Arena Management LLC,*

 <p>Signed by: Chad Watson EBC7A03E4723471...</p>	<p>Chad Watson</p> <hr/> <p>Name</p>	<p>VP, Corporate Partnerships</p> <hr/> <p>Title</p>	<p>03/26/2025</p> <hr/> <p>Date</p>
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Signature	Name	Title	Date
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COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Deputy Purchasing Agent Title	Date
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Approved as to form:

County Counsel

By:  **Paul Albarian**
C57E04561C5548A...
Senior Deputy

Name: Paul Albarian

Date: 03/27/2025

*If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

ATTACHMENT A - SCOPE OF WORK

1. Licensing

Licensing with AAM shall be on an annual basis and includes advertising, marketing and promotional elements for OC Waste & Recycling (OCWR), referred to as Sponsorship Elements, as detailed below. The Sponsorship Elements are included in Licensing with AAM. Payment for Licensing shall be made in installments as outlined in Attachment B, Payment and Compensation.

2. Sponsorship Elements

<u>County Sponsorship Elements</u>		
Material/Service	Description	Quantity
Official Partner of the Anaheim Ducks and Honda Center	Ability to use the Anaheim Ducks and Honda Center marks and logos in advertising, marketing collateral, and in-market promotions.	For entire length of Agreement
Material/Service	Description	Quantity
Honda Center Partnership (\$30,000 Value included in the annual Licensing Fee)	TRIPLE PLAY- 550 tv screens on three levels of the Honda Center concourse-deployed at All Honda Center Events <ul style="list-style-type: none"> • Year Round – All Events (Honda Center and Anaheim Ducks Games) • Educational Messaging for Waste Diversion and/or OCWR Campaigns 	For entire length of Agreement at all Anaheim Ducks games and Honda Center events. Deployed inside the Honda Center. Minimum of one hundred events.
Out of Home Signage – Digital Marquees Outside of Honda Center	Out of Home Digital Marquees <ul style="list-style-type: none"> • Inclusion on four (4) digital out of home marquees for the month of April and November. • Katella Avenue Marquee • ARTIC Marquees (Katella Avenue and Douglass) • Brewery X Biergarten Screens-fixed on Honda Center • The Anaheim Ducks team to assist with creation of digital assets. 	Each Agreement year- Inclusion on three (3) digital marquees- Katella Avenue, ARTIC – Katella Avenue and ARTIC- Douglass during the months of April and November. (Min. of 30:00 minutes of exposure in a 24-hour period on each marquee) Brewery X Biergarten Screens (increments of :15 second of exposure to run 3 hours before events and 3 hours post event for every event at Honda Center during April and November) <ul style="list-style-type: none"> • Inclusion on Katella Avenue and Brewery X Biergarten screens will run until assets are removed due to construction.

Anaheim Ducks Partnership (\$90,000 Value included in the annual Licensing Fee)	<p>In-Game Feature (Recycling Education Messaging- Pre-Game)</p> <ul style="list-style-type: none"> • In-Game Scoreboard feature to be deployed before every Anaheim Ducks regular season game. • Messaging to be focused on recycling educational messaging with the opportunity to deploy custom content with the Anaheim Ducks • Opportunity to use custom content to educate Anaheim Ducks fans on the importance of recycling. • Custom Content will be created by Anaheim Ducks team in collaboration with OCWR 	<p>All Anaheim Ducks Home Games. Anaheim Ducks have min. of forty-one (41) regular season games annually.</p> <p>Ten (10) Ducks autographed memorabilia items for giveaway to randomly selected recycling participants (items to be chosen in AAM's sole discretion)</p>
TV Media and Broadcast	<p>Digitally Enhanced Dasher Boards (DED)</p> <ul style="list-style-type: none"> • 3:00 during all Anaheim Ducks HOME game broadcasts • 2:00 during all Anaheim Ducks AWAY game broadcasts • On one Offense/Defense Zone during all Anaheim Ducks regular season home and away games • Opportunity to provide digital messaging to all viewers in the broadcast area. • Creative will be created by Anaheim Ducks team for deployment. • Anaheim Ducks Games are broadcast locally on Victory + or locally OTA (currently on KCOP/Fox11 in local LADMA) • Ducks Games are available to 92% of homes in Orange County and the LADMA. 	<ul style="list-style-type: none"> • Digitally Enhanced Dasher Board messaging will run during ALL locally broadcast Anaheim Ducks games. • Creative will run in :30 second increments for a total of 3:00 during Home games and 2:00 during Away games
-	<p>Scoreboard Feature or Lucky Row Feature</p> <ul style="list-style-type: none"> • In-Game Feature for six (6) games <ul style="list-style-type: none"> ○ In-Game Feature for six (6) games with highlighted inclusion in GREEN NIGHT and November Game 	<p>Every Agreement year during Anaheim Ducks HOME Games: Six (6) home games to be agreed upon by both parties, including but not limited to games on or near Earth Day and America Recycles Day.</p>
-	<p>Paint the Ice – OA Member Event (supporting partner)</p> <ul style="list-style-type: none"> • “Paint the Ice” is an Annual Event hosted by the Anaheim 	<p>One (1) event per Agreement year.</p> <ul style="list-style-type: none"> • Opportunity to co-create one piece of custom

	<p>Ducks with participation from annual season ticket holders (Orange Alliance Members) and other select fan groups.</p> <ul style="list-style-type: none"> • OCWR will be a supporting partner for this event. • OCWR will get inclusion in the event as a supporting partner with logo on event promotion and on event day. • Opportunity to invite ten (10) guests to participate in the event 	<p>content featuring this event</p> <ul style="list-style-type: none"> • Opportunity for one (1) tabling at this event • Promotion will be a minimum of: one (1) fan newsletters, one (1) Orange Alliance Fan Email, one (1) post event Social Media post. • Opportunity to invite ten (10) guests to participate in the event- can include media, schools, content winners or other designations determined by OCWR
Unanticipated or Revised Tasks	OCWR's strategic marketing plan may result in unanticipated or revised tasks. OCWR and ADHC may adjust, amend or update Agreement tasks, based upon mutual agreement in writing.	Applies to each Agreement Year.
Youth Programing (\$66,000 Value included in the annual Licensing Fee)	<p>First Flight Programming</p> <ul style="list-style-type: none"> • Inclusion in the Anaheim Ducks First Flight Program • Opportunity to create or include one subject of curriculum in the First Flight Workbook during each Agreement year. • Workbook distributed to all participating schools • Inclusion in pre and post First Flight Field Trip program messaging • Deployment of Anaheim Ducks Recycling Feature Pre-First Flight Programming and Post First Flight Programming 	<p>Annually for the life of the Agreement.</p> <ul style="list-style-type: none"> • Min. of one page in workbook per each Agreement year • Two (2) features during the First Flight Field Trip to run during pre and post event.
(\$20,000 Value included in the annual Licensing Fee)	<p>ECO CHALLENGE Contest:</p> <ul style="list-style-type: none"> • SCORE Schools will participate in an ART Contest that is deployed by the Anaheim Ducks. Subject will be determined annually in collaboration by the Anaheim Ducks and OCWR • Students will submit contest submissions through the "Going 	<p>Annually for the life of the Agreement.</p> <ul style="list-style-type: none"> • Contest will be hosted by Anaheim Ducks who will create contest theme (with input from OCWR) and manage all aspects including but not limited to rules, logistics, web

	<p>Green” website. Winners will be selected by a committee determined by the Anaheim Ducks and OCWR.</p> <ul style="list-style-type: none"> • Selected winners will receive tickets to an Anaheim Ducks Game • Ticket bank of one hundred (100) terrace level tickets will be reserved for prizing 	<p>needs, creative assets and deployment.</p> <ul style="list-style-type: none"> • Anaheim Ducks will announce contest to partner Anaheim Ducks partner SCORE Schools. • Anaheim Ducks will provide all legal language and rules for Agreement prior to Agreement launch • Anaheim Ducks will coordinate and manage contest rules, submission and winner selections. • OCWR will be given opportunities to participate as judges. • OCWR will receive recognition as a supporting partner • Anaheim Ducks will share a post contest report with OCWR within 30 days post contest.
Custom Content Creation	<p>Opportunity to create three (3) Custom Content Videos with Wild Wing and/or Anaheim Ducks personality.</p>	<p>Each Agreement year for length of Agreement term.</p> <ul style="list-style-type: none"> • Three Custom Content videos produced by Anaheim Ducks with input from OCWR. • Two short form content videos and one longer form content video – not to exceed 10 mins. • Videos will include- one (1) participation during Paint the Ice, one (1) recycling education video and one (1) longer form content video in coordination with OCDE or other comparable opportunity
Website Inclusion	<p>Anaheim Ducks “Going Green” landing page on the Anaheim Ducks website</p>	<p>During length of Agreement</p> <ul style="list-style-type: none"> • Website will be managed by Anaheim Ducks

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a firm fixed fee Agreement between County and Contractor for Service Description as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Agreement as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Article "Amendments" of Exhibit A, County Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

- A. County will pay the fees and charges in accordance with the provisions of this Agreement. Payment shall be as follows:

License will be paid in two equal installments no later than November 1st and May 1st of each year.

Year One	\$186,000
Year Two	\$188,790
Year Three	\$191,620
Cumulative Total	\$566,410

B. Total Agreement amount not to exceed: \$566,410

Approval by the Board of Supervisors is required for this Agreement.

3. Payment Terms – Payment in Advance:

Invoices are to be submitted in **advance** of services provided to the address specified below.

County shall pay in two equal installments no later than November 1st and May 1st of each year.

Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Agreement and shall not be construed as acceptance of any part of the goods or services.

4. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead, for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from "A" above
- c. Name of County Agency/Department (OCWR)
- d. Agreement Number MA-299-25011089
- e. Date
- f. Service description
- g. Total

Invoices and support documentation are to be forwarded to:

OC Waste & Recycling

Email: ocwrinvoice@ocwr.ocgov.com

5. Payment (Electronic Funds Transfer (EFT)):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Agreement. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.