



**AGREEMENT NUMBER MA-299-22011430**  
**WITH**  
**ANAHEIM ARENA MANAGEMENT, LLC**  
**FOR**  
**EDUCATIONAL OUTREACH SERVICES**

THIS Agreement Number MA-299-22011430 for Educational Outreach 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, through its OC Waste & Recycling Department (“**County**”), and Anaheim Arena Management, LLC (“**AAM**”), with a place of business at 2695 E. Katella Avenue, Anaheim, CA 92803. County and AAM are sometimes referred to as “**Party**” or collectively referred to as “**Parties**.”

**RECITALS**

**WHEREAS**, County and AAM are entering into this firm-fixed price Agreement for Educational Outreach Services as more fully described in Attachment A, Scope of Work, for three-years, effective July 1, 2022 through June 30, 2025, in an amount not to exceed \$456,784; and

**WHEREAS**, County agrees to pay AAM the fees as further set forth in Attachment B , Compensation, Payment Terms and Invoicing Instructions, attached hereto and incorporated herein;

**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 contract year to contract 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.** County shall, at its own expense, maintain through the Term, commercial general liability insurance (including contractual liability) with insurers reasonable and satisfactory to AAM 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. County shall, at the request of AAM, provide a certificate of insurance 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

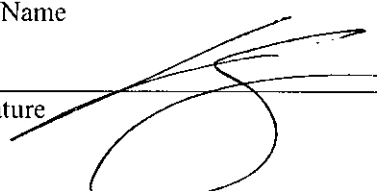
omission of AAM occurring as a result of AAM's obligations pursuant to this Agreement, provided, however, that such indemnity shall not extend to indirect or consequential damage. If judgment is entered against AAM and County by a court of competent jurisdiction because of the concurrent active negligence 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 contract 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.

The Parties hereto have executed this Agreement on the dates shown opposite their respective signatures below.

**ANAHEIM ARENA MANAGEMENT, LLC**

<u>Graham Siderius</u>	<u>VP, Corporate Partnerships</u>
Print Name	Title
	<u>April 14, 2022</u>
Signature	Date

\* If the Contractor is a corporation, two (2) 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.

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**County of Orange, a political subdivision of the State of California**

_____	_____
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM:

County Counsel  
04/15/2022

By Paul Albarian  
Paul Albarian, Deputy



**ATTACHMENT A  
SCOPE OF WORK**

**OC Waste & Recycling (OCWR) Educational Outreach Services**

County hereby agrees to purchase, and AAM hereby agrees to reserve and provide to County, the following County Educational Outreach Services:

Licensing		
In consideration of the OCWR outreach services purchased by County hereunder, OCWR shall pay AAM the annual net license fee starting in the amount not to exceed \$150,000 Dollars (“ <b>License Fee</b> ”) beginning Agreement Year One; the annual amount shall escalate 1.5% per Agreement Year.		
OCDE School Curriculum Support		
Inventory	Description	Deliverables
S.C.O.R.E. (Scholastic Curriculum Of Recreation & Education) Program Investment: \$15,000 value	AAM and OCWR to create an Environmental Stewardship component to the S.C.O.R.E program.	<p>A) One (1) on-site exhibit (or mutually agreed upon digital/virtual participation due to unforeseen impacts) during the annual First Flight Field Trip event in March/April. Inclusion in workbook acknowledgements and lesson integration, when aligned with theme and standards.</p> <p>B) Promotion of OCWR education programming in S.C.O.R.E. newsletter distributed to email database of 2,000+ educators/parents quarterly</p> <p>C) OCWR branding/recognition of Power Play school garden boxes for use in compost awareness. This includes branding on up to (10) sites located at:</p> <ul style="list-style-type: none"> <li>• Carden Academy – Newport Beach</li> <li>• Friends Christian School – Yorba Linda</li> <li>• Hermosa Drive Elementary – Fullerton</li> <li>• Maxwell Elementary - Anaheim</li> <li>• McFadden Institute of Technology – Santa Ana</li> <li>• Raymond Temple Elementary – Buena Park</li> <li>• Richman Elementary School - Fullerton</li> <li>• Speech and Language Development Center – Buena Park (To be built in Spring/Summer 2022)</li> <li>• Starview Elementary – Midway City</li> <li>• (1) New AAM Site - Currently being constructed</li> </ul>

<p>Educational Videos and Brand Awareness Investment: \$75,000 value</p>	<p>Two to five-minute (2:00-5:00) videos featuring Ducks player alumni or broadcaster and Wild Wing, as determined by AAM in AAM’s sole discretion, highlighting key topics in support of school curriculum and waste diversion outreach (content to be mutually agreed upon by AAM and OCWR). May include topics such as:</p> <ul style="list-style-type: none"> <li>• Keep Green Waste Clean</li> <li>• Why organic material like green waste and food waste are important parts of the recycling stream</li> <li>• Roles we all play in preserving our local resources.</li> </ul> <p>Videos can be used during the Term with online curriculum, Orange County Department of Education (OCDE) curriculum, OCWR social media and websites.</p>	<p>Educational Videos: AAM to produce four (4) videos per agreement year including:</p> <ol style="list-style-type: none"> <li>1) One (1) video per year featuring a player alumni or Ducks broadcaster (alumni/broadcaster to be determined in AAM’s sole discretion)</li> <li>2) Three (3) videos per year featuring Wild Wing</li> </ol> <p>AAM to produce and develop videos with OCWR input in requested format by OCWR.</p>
<p>Curriculum Participation Incentive Program Investment: \$15,000 value</p>	<p>A) Virtual Player Appearance/Chat – AAM to host live virtual Ducks player, alumni or broadcaster chat with winning schools/classes identified by OCDE each year (player/alumni/broadcaster to be determined in AAM’s sole discretion). OCWR will help develop topics and questions/trivia in support of waste diversion curriculum and messaging.</p> <p>B) School and classroom incentives</p>	<p>A) Three (3) opportunities per contract year: AAM to coordinate with OCWR scripting and hosting of Ducks player, alumni or broadcaster chat/opportunities (player/alumni/broadcaster to be determined in AAM’s sole discretion; in person if possible or virtual if not, based on NHL and AAM guidelines at time of booking). Idea: The top three schools or classes as chosen by OCWR win their own player chat opportunity for a 30-minute visit (3 opportunities @ 30 minutes apiece)</p> <p>B) Fifteen (15) Ducks autographed memorabilia items for giveaway to randomly selected recycling participants (5 for potential prize of one teacher in each supervisorial district and the other 10 for participating students) (items to be chosen in AAM’s sole discretion)</p>

Marketing		
<p>Newsletters &amp; Features Investment: \$20,000 value</p>	<p>AAM to promote the environmental education partnership between AAM, OCWR and OCDE through AAM publishing/promotional opportunities.</p>	<p>Integration of OCWR branding during two (2) Ducks regular season home games the “<u>Branded Games</u>”) as follows:</p> <ol style="list-style-type: none"> <li>1) Branded Games to be promoted as “Going Green” Night (working title)</li> <li>2) Presented Games to occur for America Recycles Day in November 2022 and Earth Day programs for April 2023 (specific dates to be agreed to by AAM and OCWR)</li> <li>3) Pre-promotion will occur two (2) weeks prior to each Presented Game, which includes the following:             <ol style="list-style-type: none"> <li>a. Inclusion of AnaheimDucks.com and HondaCenter.com websites</li> <li>b. Fan Newsletter (Ducks), Encore Club (Honda Center), The Rinks email blasts:                 <ul style="list-style-type: none"> <li>• Inclusion in four (4) email blasts to the Ducks general database, Honda Center Encore database and Rinks database (one (1) per week for four (4) weeks- two (2) in April and two (2) in November)</li> </ul> </li> <li>c. Ducks, Wild Wing and Honda Center social media:                 <ul style="list-style-type: none"> <li>• Inclusion in one (1) social media post on each of the following social media pages prior to each Branded Game: Ducks, Wild Wing and Honda Center (e.g., Facebook, Twitter, Instagram; social media platform to be selected by AAM, content to be mutually agreed upon by AAM and OCWR; three (3) in November and three (3) in April).</li> </ul> </li> <li>d. Anaheim Ducks mobile app marketing:                 <ul style="list-style-type: none"> <li>• Inclusion of OCWR and America Recycles Day or Earth Day messaging in one (1) mobile application push message prior to each Branded Game (messaging to comply with NHL and mobile platform guidelines and in AAM’s sole discretion)</li> <li>• One (1) banner advertisement on the Ducks mobile application</li> </ul> </li> </ol> </li> </ol>

		<p>(with a minimum of fifty thousand (50,000) impressions; subject to AAM's approval)</p> <p>“Going Green” page added to the AnaheimDucks.com and HondaCenter.com showcasing sustainability/environmental impact information during the term of the Agreement. OCWR to provide ongoing content for posting on “Going Green” page up to four (4) times per contract year (once per quarter) (subject to AAM's approval).</p>
<p>“Talking Trash Trivia” Feature Investment: \$25,000 value</p>	<p>Social media and in-arena</p>	<p>AAM will produce video vignette features for a fan-interactive trivia promotion to run during six (6) Ducks regular season home games, games to be mutually agreed upon by AAM and OCWR.</p> <p>AAM will develop and manage a “Talking Trash” social media promotion to include posting of the video vignettes on various Ducks social media accounts (to be selected by AAM). AAM shall promote, facilitate and serve as the “sponsor” of the trivia, content to be mutually agreed upon by AAM and OCWR (format in AAM's sole discretion and subject to California law).</p>
<p>Miscellaneous Promotion</p>	<p>For entire length of Agreement</p>	<p>OCWR's strategic marketing plan may result in unanticipated or revised tasks. For any task not completed during that agreement year, tasks may be rolled over to the following agreement year. If unable to complete any of the above listed tasks, OCWR and AAM may adjust, amend or update Contract tasks, based upon mutual agreement.</p> <p>AAM shall submit a plan with all related deliverables, including graphic design, printing services, and any other associated costs to be approved by both Parties.</p>

**ATTACHMENT B**  
**COMPENSATION, PAYMENT TERMS AND INVOICING INSTRUCTIONS**

**COMPENSATION**

This is an all-inclusive, firm fixed price Agreement between County and AAM to provide Educational Outreach Services. AAM agrees to accept the specified compensation as set forth in this Agreement as full remuneration for performing all services and furnishing all staffing, labor, shipping, freight, insurance requirements, 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 AAM of all its duties and obligations hereunder.

**PAYMENT TERMS**

Invoices are to be submitted in two equal installments no later than November 1<sup>st</sup> and May 1<sup>st</sup> of each year during the Agreement for the annual amounts shown below:

Year One (2022-23 season): \$150,000  
Year Two (2023-24 season): \$152,250  
Year Three (2024-25 season): \$154,534  
Contract Cumulative Total NTE: \$456,784

AAM shall follow the invoicing instructions below. Payment will be NET 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the County Contract Manager or Designee and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with AAM. In the event of a lost or misdirected invoice, AAM shall re-issue the invoice at no additional charge.

**INVOICING INSTRUCTIONS**

AAM shall use organization's letterhead to submit all invoices for services rendered. Proper references must be made to the Scope of Work. Each invoice shall have a unique invoice number and include the following information:

- a. AAM's Name and Address, including email address
- b. AAM's Remittance Address, if different from above
- c. Name of County Agency/Department: County of Orange, OC Waste & Recycling
- d. Agreement Number MA-299-22011430
- e. Start and End Dates of Service, Description of Services
- f. Total Invoice Amount

Invoices shall be submitted to [ocwrinvoice@ocwr.ocgov.com](mailto:ocwrinvoice@ocwr.ocgov.com); or via mail to:

OC Waste & Recycling  
ATTN: Accounts Payable  
601 N. Ross St. 5<sup>th</sup> Fl.  
Santa Ana, CA 92701

**Payment (Electronic Funds Transfer EFT):** The 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. To request a form, please contact the department's procurement representative. Completed form and required documentation must be submitted by mail to the physical address listed on the EFT form. Forms submitted electronically will not be accepted.