



**MARKETING & OUTREACH SERVICES
WITH
ANAHEIM DUCKS HOCKEY CLUB, LLC**

This Agreement Number MA-299-19010701 for Marketing & 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 Ducks Hockey Club, LLC, with a place of business at 2695 E. Katella Avenue, Anaheim, CA 92803 (“**ADHC**”). County and ADHC are collectively referred to as “**Parties**.”

RECITALS

WHEREAS, ADHC and County are entering into this firm-fixed price Agreement for Marketing & Outreach Services as more fully described in Attachment A, Scope of Work, for one year, effective March 1, 2019 through February 29, 2020, in an amount not to exceed \$121,500; and

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

WHEREAS, County now desires to issue Amendment Number One to extend the Agreement for one month, effective March 1, 2020 through March 31, 2020, with no change to the Agreement monetary limit; and

WHEREAS, the National Hockey League postponed its 2019-20 regular season hockey games beginning March 12, 2020 in response to the Novel Coronavirus (Covid-19) outbreak, continuing past March 31, 2020, the date of Agreement expiration, resulting in tasks left incomplete; and

WHEREAS, County now desires to extend the Agreement effective April 1, 2020 through February 28, 2021, with no change to the Agreement monetary limit to allow time for ADHC to complete outstanding tasks; and

WHEREAS, County now desires to amend the Scope of Work, replacing undelivered tasks due to Covid-19 impacts affecting the hockey season, with revised tasks and added concessions of equal or greater value than the original tasks left incomplete; and

WHEREAS, the Parties agree that ADHC shall complete the revised tasks before the Agreement expiration date of February 28, 2021 and added concessions shall remain in effect through the Agreement expiration date of February 28, 2021;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

ADHC 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, ADHC's right to accelerate the payment of and bring an action to collect all installments of the compensation 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 ADHC 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) ADHC 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 ADHC, Anaheim Arena Management, LLC ("AAM"), 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 ADHC's or AAM'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 or any minor league team affiliated in any manner with ADHC.

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. Allocated but unused deliverables may not be carried over from contract year to contract year.
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 ADHC’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 ADHC’s or any of its Marks without the prior written consent of ADHC which may be granted or withheld in ADHC’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 ADHC 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 ADHC’s minimum insurance requirements. County shall, at the request of ADHC, 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 as Exhibit A. Should there be a conflict between the ADHC Terms and Conditions (“ADHC Terms and Conditions”) and the County Terms and Conditions, the terms of the ADHC Terms and Conditions shall prevail. No provision in the County Terms and Conditions shall change, diminish, or add any right to either party set forth in ADHC’s Terms.
 - 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 ADHC 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:** ADHC 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, ADHC shall be solely responsible for clearing the right to use any patented or copyrighted materials provided by ADHC to County in the County's performance of this Agreement. ADHC 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 ADHC in the ADHC'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 ADHC and ADHC 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:** ADHC shall be considered an independent contractor and neither ADHC, its employees, nor anyone working under ADHC shall be considered an agent or an employee of County. Neither ADHC, its employees nor anyone working under ADHC shall qualify for workers' compensation or other fringe benefits of any kind through County.
- F. Performance:** Not applicable.
- G. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** ADHC agrees that if there is a change or transfer in ownership of ADHC's business prior to completion of this Agreement, the new owners shall be required under terms of sale or other transfer to assume ADHC'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, ADHC has the duty to notify the County in writing of any change in ADHC's status with respect to name changes that do not require an assignment of the Agreement.

ADHC 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.

- H. Compliance with Laws:** ADHC 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 ADHC Indemnitees, as applicable, harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- I. 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.
- J. Terms and Conditions:** ADHC acknowledges that it has read and agrees to all terms and conditions included in this Agreement.
- K. 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.
- L. Calendar Days:** Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- M. 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.
- N. 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.
- O. Employee Eligibility Verification:** Not applicable.
- P. Indemnification Provisions:** ADHC 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 ADHC pursuant to this Agreement or any intentional or grossly negligent act or omission of ADHC occurring as a result of ADHC's obligations pursuant to this Agreement, provided, however, that such indemnity shall not extend to indirect or consequential damage. If judgment is entered against ADHC and County by a court of competent jurisdiction because of the concurrent active negligence of County or COUNTY INDEMNITEES, ADHC 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 ADHC, 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 ADHC and County by a court of competent jurisdiction because of the concurrent active negligence of County, ADHC and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- Q. Renewable Annually with Concurrence:** Not Applicable.
- R. 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.
- S. 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 ADHC. 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 ADHC prior to termination.

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

ANAHEIM DUCKS HOCKEY CLUB, LLC

_____	_____
Print Name	Title
_____	_____
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.

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

_____	_____
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM:

County Counsel

By _____
Paul Albarian, Deputy

ATTACHMENT A SCOPE OF WORK

BACKGROUND

OC Waste & Recycling serves Orange County's solid waste disposal needs by providing waste management services, protecting the environment and promoting recycling. The Orange County waste management system includes three active landfills, landfill-to-gas energy plants, hazardous household waste collection centers and plans for future composting/organics recycling operations.

Anaheim Ducks Hockey Club, LLC (ADHC) is a recycling champion and as such, the organization is a leader in sustainability programs, aligning with OC Waste & Recycling's (OCWR) environmental stewardship goals. From clean energy and energy conservation to water conservation and compostable food and service utensils, ADHC recycling practices continue to support its OCWR partnership. Since its inception, the OCWR-ADHC partnership has reached hundreds of thousands of residents with valuable recycling education through collection events, America Recycles Day promotions, social media cross-promotion, and other marketing communications vehicles.

GOALS AND OBJECTIVES

This Scope of Work continues the partnership between OCWR and ADHC through implementation of a strategic marketing plan, with the following goal:

- Contribute to waste diversion by educating residents about how to recycle properly, learn about organic waste, and to promote the EcoChallenge exhibit currently at Discovery Cube of OC, educational events and collection opportunities.

This plan will achieve the following key objectives:

- Implement strategic promotional opportunities to engage vast OC audiences by combining the appeal of ADHC with OCWR messaging.
- Leverage creative content and ADHC licensing for strategic social media, online and other communications opportunities.
- Host events and other educational outreach opportunities to encourage reduce, reuse, recycle best practices.

Task 1: Licensing Agreement

The ADHC partnership with OCWR provides a powerful vehicle to reach tens of thousands of Orange County residents with critical recycling and waste diversion educational messaging. OCWR will leverage the appeal of the Ducks franchise through use of the Ducks logo, video and social media content developed as part of this Agreement.

Deliverables:

- 1.1 Marks and logos:** ADHC will provide use of the ADHC marks and logos for OCWR's online, print and social media communication and collateral or promotional items. OCWR will obtain approval by ADHC prior to use of any material to maintain brand standards. OCWR may only use the licensing and materials for the advertising and promotion of the County as a local government, non-profit educational center. OCWR's rights shall be subject to section 8 of ADHC's Terms and Conditions above.

Task 2: Scoreboard In-game Features

ADHC will leverage the captive audience at home games using the center ice scoreboard to combine fun and humor with educational messages during games. Scoreboard features include Public Announcement (PA)

spots to draw attention. Each in-game feature is accompanied by dual 360 LED ring advertising per OCWR provided content (See Exhibit 1).

Deliverables:

- 2.1 “Make Trash Cool” feature:** ADHC will produce “Make Trash Cool” video features (approximately :30 to :60 seconds) for airing on the scoreboard during break in the action at select home games. The videos will feature ADHC entertainment team employees and/or Ducks player (if available) giving tips on recycling and proper disposal of waste both in the Honda Center and in the community. ADHC will create one pre-recorded spot from a single day of filming, including script writing for OCWR and ADHC approval, then edit the video differently so that there are various versions to be alternately shown at (35) games. Five (5) tasks incomplete due to COVID-19 outbreak.
- 2.2 “Recycling or Trash?” feature:** ADHC will produce a fan-interactive promotion in which photos of different waste items are shown on the scoreboard. OCWR will provide input and guidance; ADHC to procure graphics, photos, etc. Fans will be asked to text their “Recycle or trash” answer for a chance to win a Ducks team store gift card for \$50. Five different waste items will be identified with input from OCWR and produced by ADHC for feature at 10 games throughout each season. ADHC will provide OCWR with data following each feature on the number of total participants and correct versus incorrect responses. Data will be reported by ADHC after each game where feature is run in a timely manner as mutually agreed by ADHC and OCWR so as to evaluate effectiveness and make adjustments for remaining features. Two (2) tasks incomplete due to COVID-19 outbreak.

Task 3: Social Media & Online Promotion

A key advantage to the Task 1: Licensing Agreement is that all creative content and marketing materials (such as those items in Task 2: Scoreboard In-game Features) can be repurposed across OCWR social media platforms and the oclandfills.com website. In addition, ADHC has proposed an in-game social media promotion that can track responses, providing valuable data for program evaluation. ADHC will grant permissions for use of all creative content for the duration of the Agreement, subject to the ADHC Terms and Conditions.

Deliverables:

- 3.1 Licensed Content Permission:** ADHC will provide OCWR the digital content from Task 2: Scoreboard In-game features. OCWR and ADHC will mutually determine best formats for OCWR use upon final development of content. Through the Agreement OCWR will have permission to post created content on social media platforms and on the oclandfills.com website.
- 3.2 ADHC Social Media Cross Promotion:** ADHC will assist in promoting OCWR recycling messages, special events, and content developed per Task 2: Scoreboard In-game Features through the team social media platforms throughout the season.
- 3.3 “Talking Trash” Social Media Promotion:** For each year of the Agreement, ADHC will develop and manage a year-long “Talking Trash” social media promotion to include:
- a. Develop and promote a “Talking Trash” feature in the form of a video or other mutually agreed upon format that highlights ADHC fans recycling in creative or impactful ways. Each year a new feature will be created.
 - b. On ten (10) occasions during the Ducks season, award a \$50 Ducks Team Store gift card to one selected fan who tags OCWR and the ADHC or other dedicated hashtag in a post about recycling. ADHC will monitor and manage this tactic. One (1) task incomplete due to COVID-19 outbreak.
 - c. Two “Recycling Champions” during each year will receive a Ducks Prize Pack (Ducks game tickets, signed memorabilia and/or Ducks merchandise) delivered to them in person by Wild Wing

at the Honda Center based on Wild Wing availability. If Wild Wing is not available, ADHC and OCWR will mutually develop a plan for how and when prizes will be presented. The prize packs will be valued at \$100 each. Two (2) tasks incomplete due to COVID-19 outbreak.

Task 4: On-site Events and Promotion at Honda Center

ADHC and OCWR will partner to host an on-site collection event for paper shredding, e-waste and gently used home goods/clothing to encourage waste diversion through sound recycling practices.

Deliverables:

4.1 On-site Collection Event: OCWR will receive one on-site collection event at the Honda Center, which will be promoted throughout the 30 days prior to the event (the “Promotional Period”) as follows:

- a. One (1) banner advertisement (728x90) on the bottom of the ADHC website.
- b. One (1) 30-second (:30) in-game advertisement during each radio broadcast of a Ducks game on AM830 radio.
- c. One (1) 15-second (:15) live drop-in during each radio broadcast of a Ducks game on AM830.
- d. Inclusion in the LED panel rotation (30 minutes of aggregate exposure) during each 24-hour period on both the free-standing 57 Freeway LED sign and Katella Avenue marquee.
- e. Digital Display Network (“StadiumVision”) Ducks 1 Package as follows:
 - o Three minutes of aggregate exposure on all StadiumVision screens (e.g. single screens and video walls) during Ducks home games during the Promotional Period in the following areas on the Plaza level:
 - Pedestrian concourses
 - Food and beverage concession areas (except menu board screens and Plaza Level restaurant)
 - The four main elevator lobbies
 - Areas on the Terrace level including the pedestrian concourses, and food and beverage concession areas (except menu board screens)

4.2 Collection Event Support: OCWR will receive the following support from ADHC for the on-site collection event:

- a. Family Fun Zone set-up including ADHC inflatables, roller hockey zone and equipment, ADHC vendor booth, and Wild Wing mascot (depending on availability).
- b. Appearance of ADHC street team members and Power Players.
- c. Appearance and disc jockey services for music and emcee support from DJ Jojo.
- d. Provide booth space for additional mutually-approved vendors, including one six-foot table and two chairs for each vendor.
- e. On-site ADHC coordination and staffing the morning of the event as needed for set-up of traffic cones, family fun zone, vendor tables and chairs and at least one ADHC point of contact for the duration of the event.
- f. Pre-event planning meetings and/or conference calls with OCWR Contract Manager and collection event vendors for paper shredding and e-waste/home goods collection as mutually agreed to discuss lot location, traffic management plan and other event logistics.

4.3 Promotional Items: ADHC will provide the following Ducks items for promotional incentive to increase recycling and participation at the collection event:

- a. (200) admission tickets to a Ducks home game (Terrace Level) with post-game skate (game date to be mutually determined and locations of tickets subject to availability).

- b. (200) vouchers for a post-game skate following the same game of provided Ducks tickets described in 4.3(a) above.
- c. (10) player-autographed hockey pucks, (10) player-autographed photos (3) Ducks jerseys and (1) player autographed Ducks hockey stick (player(s) to be chosen by ADHC).

4.4 Promotion Table on Concourse: ADHC will provide one opportunity for OCWR to host a single table in the concourse of the Honda Center during one (1) Ducks home game. Parameters include:

- a. Designated Ducks home game to be mutually agreed upon between ADHC and OCWR.
- b. ADHC to provide (1) eight-foot, skirted table open from 30 minutes prior to doors opening, until the end of the second intermission.
- c. OCWR will be responsible for staffing the table with two to three representatives, providing all materials necessary at OCWR's cost to host the tabling site.
- d. OCWR will complete set-up so that the table is open for visitors from 30 minutes before doors open until the end of the second intermission.
- e. ADHC to provide working credentials and complementary parking for up to three OCWR representatives provided they are representatives working the table.
- f. OCWR staffing will remain at the table and not use high-pressure sales tactics.
- g. ADHC reserves the right to provide OCWR written violation warnings or the right to immediately revoke the tabling rights of OCWR in the event OCWR staff violates parameters outline in Task 4.3.

Task 5: Alumni Appearance

ADHC has a substantial amount of goodwill among fans and residents. Former Ducks players and coaches are recognizable fixtures in the community. In addition, ADHC's environmental and sustainable green efforts align well with OCWR's mission towards environmental stewardship. ADHC will provide one alumni appearance each year to help draw participation at OCWR events and to educate residents with recycling information in support of waste diversion goals.

Deliverables:

5.1 Alumni Appearance: OCWR will receive one (1) alumni appearance each year of the Agreement. The alumni representative will be a player or coach chosen by ADHC for use at an OCWR event and location determined by OCWR.

Task 6: Email Blasts

ADHC has more than 800,000 contacts subscribed to its combined email distribution lists for the Ducks, Honda Center and The Rinks, providing widespread reach within the community. OCWR will have the opportunity to capitalize on this audience for targeted messaging throughout each year.

Deliverables:

6.1 OCWR messaging will be included in three email blasts, one each to the season ticket holder database, Honda Center general database and The Rinks database.

Task 7: Make-Up Tasks and Added Concessions

The outbreak of Covid-19 postponed the 2019-20 hockey season leaving tasks incomplete. The below tasks and added concessions compensate for the outstanding tasks that were not completed prior to Agreement expiration. The following tasks shall be completed before the Agreement expiration date of February 28, 2021 and added concessions shall remain in effect through the Agreement expiration date of February 28, 2021.

Deliverables:

- 7.1** To compensate for the one (1) incomplete Task# 3.3b, Social Media Promotion, five (5) incomplete Task# 2.1, in-game video vignettes, and two (2) incomplete Task# 2.2, in-game text-to-win trivia features, a quantity of six (6) Task# 3.3, “Talking Trash” Social Media Promotions, shall be completed. The six promotions shall each feature:
- a. a video vignette, to compensate for the five (5) incomplete Task# 2.1, in-game video vignettes; and
 - b. a winner of a \$50 Ducks Team Store gift card prize selected at random who participates in the Social Media Promotion to compensate for the two (2) incomplete Task# 2.2, in-game text-to-win trivia features.
- 7.2** To compensate for the two (2) incomplete Task# 3.3c, a quantity of two (2) Task# 3.3c shall be completed, randomly choosing two (2) “Talking Trash Champions” who participated in Social Media Promotions to win a Ducks Prize Pack valued at \$100 each.
- 7.3** A quantity of one (1) Email Blast to the ADHC subscriber list of approximately 800,000 email addresses shall be disseminated with agreed upon content and will feature:
- a. publicizing the Social Media Promotions and the chance for two participants to win the title “Talking Trash Champion” and a Ducks Prize Pack; and
 - b. promoting OCRecycleGuide.com.

Concessions:

- 7.4** OC Waste & Recycling will continue the use of ADHC licensing and video/marketing materials through February 28, 2021, Agreement expiration.
- 7.5** The OC Waste & Recycling logo will continue to be included in the Covid-19 “Stronger Together” messaging on ADHC outdoor marquees.
- 7.6** OC Waste & Recycling virtual/online learning tools will be included in the Covid-19 Partners Support page on the ADHC website.

ATTACHMENT B
COMPENSATION, PAYMENT TERMS AND INVOICING INSTRUCTIONS

COMPENSATION

This is an all-inclusive, firm fixed price Agreement between County and ADHC to provide items and services as specified. ADHC 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 ADHC of all its duties and obligations hereunder. ADHC shall only be compensated products/services delivered in accordance with the Scope of Work, Attachment A. **County shall have no obligation to pay any sum in excess of total Agreement amount specified herein unless authorized by amendment in accordance with Articles R and S of County of Orange, General Terms and Conditions.**

PAYMENT TERMS

Invoice is to be submitted in advance in an amount of \$121,500 for a one-year term, effective March 1, 2019, through February 29, 2020.

ADHC shall follow the invoicing instructions below. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the County Contract Manager and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with ADHC. In the event of a lost or misdirected invoice, ADHC shall re-issue the invoice at no additional charge.

Billing shall cover services and/or goods not previously invoiced. ADHC shall reimburse the County of Orange for any monies paid to ADHC for goods or services not provided or when goods or services do not meet the Agreement requirements.

Payments made by the County of Orange 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.

INVOICING INSTRUCTIONS

ADHC shall use company'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. ADHC's Name and Address, including email address
- b. ADHC's Remittance Address, if different from above
- c. Name of County Agency/Department: County of Orange, OC Waste & Recycling
- d. Agreement Number MA-299-19010701
- e. Start and End Dates of Service, Description of Services
- f. Subcontractor Costs, if applicable
- g. Total Invoice Amount

Invoices shall be submitted electronically, via email to ocwrinvoice@ocwr.ocgov.com; or via mail to:

OC Waste & Recycling
ATTN: Accounts Payable
~~300 North Flower Street, Suite 400~~ 601 N. Ross Street, 5th Floor
Santa Ana, CA ~~92703~~ 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. 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 department representative listed in the bid. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.