

CONTRACT NO. MA-042-23010574
FOR
OUTREACH AND COMMUNITY AWARENESS CAMPAIGN
WITH
ANGELS BASEBALL LP

This Contract Number MA-042-23010574 ("Contract") is made and entered into this _____ day of _____, 2022 ("Effective Date") by and between Angels Baseball LP, a California limited partnership ("Contractor"), with a place of business at 2000 Gene Autry Way, Anaheim, CA 92806, and County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency with a place of business at 200 W. Santa Ana Blvd., Suite 650, Santa Ana, CA 92701-7506. Contractor and County may sometimes be referred to hereinafter individually as "Party" or collectively as "Parties".

ATTACHMENTS

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

Attachment A – Scope of Work/Pricing

Attachment B – Compensation and Invoicing

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Outreach and Community Awareness Campaign under a firm fixed fee Contract; and

WHEREAS, Contractor agrees to provide Outreach and Community Awareness Campaign to County as further set forth in the Scope of Work/Pricing, attached hereto as Attachment A; and

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

NOW, THEREFORE, the Parties, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, mutually agree as follows:

DEFINITIONS

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract 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 via an amendment.
- D. Taxes:** Intentionally Omitted.
- E. Delivery:** Intentionally Omitted.
- F. Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received, and 2) payment shall be made in arrears after satisfactory acceptance pursuant to Attachment B, Compensation and Invoicing.
- G. Warranty:** Contractor warrants that it will provide the services under this Contract in a professional and workmanlike manner and will conform to the specifications in this Contract.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor is solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph Z, it shall indemnify, defend and hold County and County Indemnitees 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, costs and expenses and attorney's fees. Also, unless otherwise expressly provided in this Contract, County shall be solely responsible for clearing the right to use any patented or copyrighted materials provided by County to Contractor in Contractor's performance of this Contract. County

warrants that any materials provided to Contractor for use hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party.

- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. This Contract, 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 Contract
- J. Non-Discrimination:** Intentionally Omitted.
- K. Termination:** In addition to any other remedies or rights a Party may have by law, each Party has the right to immediately terminate this Contract without penalty for cause or without cause at the end of each contract year by providing sixty (60) calendar days' written notice to the other Party before the end of such contract year, unless otherwise specified. Cause shall be defined as any material breach of contract or any misrepresentation or fraud on the part of the non-terminating Party. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation, but shall not relieve County of undisputed payment obligations under this Contract for services or deliverables provided by Contractor prior to termination that meet the requirements of the Contract.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract 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.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor is responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner.
- O. Insurance Requirements:** County shall, at its own expense, maintain through the Term, commercial general liability insurance (including contractual liability) with insurers reasonable and satisfactory to Contractor 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 Contractor's minimum insurance requirements. County shall, at the request of Contractor, provide a certificate of insurance evidencing such policy.
- P. Changes:** Contractor shall make no changes in the work or perform any additional work without County's express prior written approval.

- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract, and complete them to the satisfaction of County.

County reserves the right to immediately terminate the Contract by delivering advanced written notice thereof to Contractor in the event County determines in good faith that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under the Contract.

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

- R. Force Majeure:** The delay in either Party's performance under this Contract shall be excused during the period of time, and only to the extent, that such delay to perform is directly caused by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other similar cause beyond such Party's reasonable control(each, a "Force Majeure Event"), provided the Party gives written notice of the cause of the delay to the other Party within five (5) business days of Contractor's knowledge, or with the exercise of reasonable diligence, should have known of, the delay and the Party avails itself of any available reasonable remedies to end the delay and minimize the effects of such delay. In the event a Force Majeure Event prevents Contractor's ability to deliver an asset on Attachment A, County shall be entitled to receive a mutually agreed upon "make-good" asset.

- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

- T. Compliance with Laws:** Contractor and County each represent and warrant that services to be provided under this Contract shall fully comply, at its expense, with all applicable 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 County. The Parties acknowledge that each Party is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph Z, each Party agrees that it shall defend, indemnify and hold the other and County Indemnitees and Contractor Indemnitees, as applicable, harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. Freight:** Intentionally Omitted.

- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of its 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 it has not been influenced to any extent whatsoever in executing this Contract 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 Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.
- Y. Employee Eligibility Verification:** Intentionally Omitted.
- Z. Indemnification:** Contractor 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 Contractor's performance pursuant to this Contract, provided, however, that such indemnity shall not extend to indirect or consequential damages.
- County agrees to indemnify, hold harmless and defend, Contractor, its affiliates, subsidiaries, directors, officers, employees, owners, members, and agents ("Contractor Indemnitees") from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, but only to the extent such claims, demands or liability directly result from (i) County content's actual or threatened infringement, misappropriation, or violation of any intellectual property right or other right of a third party, except to the extent arising from the negligence or willful misconduct of Contractor; (ii) material breach of any representation or warranty made by County hereunder; and (iii) gross negligence or willful misconduct by County or anyone acting on behalf of County; provided, however, that such indemnity shall not extend to indirect or consequential damages.
- If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.
- AA. State Funds – Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, Contractor agrees to allow Contractor's

financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable advanced written notice of such audit, which shall be at least fourteen (14) calendar days from the proposed start date of the audit. The audit shall be at County's sole cost and expense, and shall be conducted during Contractor's regular business hours and in a manner designed to minimize any interruption in Contractor's business operations. County shall ensure that its auditors are bound by the confidentiality terms applicable to County hereunder in accordance with a written agreement between County and the auditor.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state 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 Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County shall promptly notify Contractor in writing and may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** County is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless an amendment to cover those costs has been executed.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which Contractor shall provide Outreach and Community Awareness Campaign to County, as further detailed in the Scope of Work/Pricing, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on January 6, 2023, through and including January 5, 2026. Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties in accordance with this Contract. The Contract may be renewed for two additional one-year periods, subject to an executed amendment to this Contract. Neither Party shall have any obligation to provide a justification in the event it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
3. **Conflict of Interest – County Personnel:** Contractor acknowledges that the County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee in an employment relationship that could cause a conflict of interest between County and Contractor and/or could cause either Party to receive benefits under this Contract as a result of or arising from such employment relationship.
4. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the fee paid under this Contract in accordance with generally accepted accounting principles. These records shall be stored, which storage may be electronically, in the sole option of Contractor, for a period of three (3) years after final payment is received from County; provided, however, if

Contractor elects to store electronically, such records shall have be on a physical server located in the continental United States.

5. Data – Title To: All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor except as provided in this Contract, without the express written consent of County. All materials, documents, data or information provided by County to Contractor, including copies, must be returned to County at the end of this Contract, to the extent such material has not already been returned to County.

6. Disputes – Contract:

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. Contractor shall submit to the DPA a written demand for County's final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
2. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor and County shall proceed with the performance of this Contract, including the delivery of goods and/or provision of services and delivery of the undisputed amounts due under this Contract. Contractor's or County's failure to diligently proceed shall be considered a material breach of this Contract.

C. Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee . If County does not render a decision within ninety (90) calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this paragraph shall be construed as affecting either Party's rights to terminate the Contract for cause or for convenience as stated in Paragraph 10, Termination, or any other legal remedies available to the Parties.

7. **News/Information Release:** Contractor shall not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through the DPA.
8. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the DPA, except through the course of the Parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:

Name:	Angels Baseball LP
Attention:	Drew Zinser
Address:	2000 Gene Autry Way Anaheim, CA 92806
Telephone:	O (714) 940-2142 C (714) 883-5536
E-mail:	drew.zinser@angeles.com

With a mandatory copy to:

Name:	Theodora Oringher, PC
Attention:	Nick Sanchez, Esq.
Address:	535 Anton Blvd, 9 th Fl. Costa Mesa, CA 92626

For County:

Name:	County of Orange HCA/Procurement and Contract Services
Attention:	Roland Tabangin
Address:	405 W. 5 th St. Ste. 600 Santa Ana, CA 92701
Telephone:	(714) 834-3181
E-mail:	rtabangin@ochca.com

CC:

Name:	County of Orange HCA
Attention:	Bhuvana Rao, Sharon Ishikawa
E-mail:	Brao@ochca.com , SIsnikawa@ochca.com

9. **Precedence:** The Contract documents consist of this Contract and its Attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the Attachments.
10. **Debarment:** Contractor certifies that neither Contractor nor to the best of its knowledge its employee(s) are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contractual transaction by any state or federal department or agency. County has the right to terminate this Contract if Contractor is or becomes subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any state or federal department or agency.
11. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
12. **Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.
- United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE).
- General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List ().
- State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).
13. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract are subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
15. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County has the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or services which Contractor agreed to

supply shall be borne and paid for by Contractor. The rights and remedies of County provided in this Paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- 16. Subcontracting:** Except as necessary to provide the elements identified in Attachment A, no performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract. In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. County shall look to Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.
- 17. Promotional/Advertisement:** County owns all rights to the name, trademarks, logos and symbols of County and all internet uniform resource locators, County username or names, internet addresses and email addresses. As further provided in Section 22, below, the use and/or reproduction of County's name, trademark, logo and/or symbols for any purpose other than as set forth and expressly permitted herein, including commercial advertisement, promotional purposes, announcements, displays or press releases, without County's express prior written consent is expressly prohibited. No use or reproduction may state or imply that County endorses Contractor's products or services.
- 18. Publication:** No copies of sketches, schedules, written documents, computer-based data, photographs, maps or graphs, including graphic artwork, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the services of this Contract. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered by County or only after County approval.
- 19. Breach:** A Party shall be in breach of this Contract if it fails to perform any material obligation in a timely manner. If either Party is in breach of this Contract, the non-breaching Party shall deliver written notice specifying the breach to the breaching Party. If a breaching Party fails to cure a breach within ten (10) calendar days after receipt of a notice of breach or the breach is not curable, the non-breaching Party has the right to terminate this Contract and has all other rights and remedies available at law or in equity, all of which shall be cumulative and not exclusive. Termination of this Contract under any paragraph in this Contract shall be accomplished by delivery of written notice of termination to the breaching Party. Such ten (10) calendar day cure period shall be subject to reduction in the event an applicable MLB Document (defined below) or other agreement involving an MLB Entity (defined below) requires Contractor to cure or cause to be cured such breach within a shorter period of time.
- 20. MLB Subservience:**

 - A.** County acknowledges that Contractor has no control over the promotional and sponsorship activities of Major League Baseball ("MLB"), the American or National Leagues of Professional Baseball Clubs (the "AL" and "NL" respectively) and players,

managers and/or coaches (collectively, "Personnel"); (2) MLB, the AL or NL and/or Personnel may engage in promotional or sponsorship activities involving any person or entity (whether or not competitive with the County); (3) Contractor has no authority to limit or prohibit the activities described in subparagraphs (1) and (2) above even where such activities take place at the Angel Stadium (the "Facility") (e.g., all-star game, playoff games, games televised pursuant to national broadcast agreements, etc.); and (4) County's rights under this Contract are at all times subject to any promotional licensing arrangement or agreement entered into by MLB and/or Major League Baseball Properties. Notwithstanding any other provision of this Contract, County understands, acknowledge and agrees that:

1. This Contract and the rights, exclusivities and protections granted by Contractor to the County hereunder shall, at the request of the Office of the Commissioner of Baseball, be subject to its review and prior written approval, and shall in all respects be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into or amended from time to time (collectively, the "MLB Documents"): (i) any present or future agreements or arrangements regarding the telecast, broadcast, recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and/or the accounts and descriptions thereof, entered into with third parties by any of the Office of the Commissioner of Baseball, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., Major League Baseball Properties Canada Inc., MLB Advanced Media, L.P., MLB Advanced Media, Inc. ("MLBAM"), MLB Media Holdings, Inc., MLB Media Holdings, L.P., MLB Online Services, Inc., and/or any of their respective present or future affiliates, assigns or successors (collectively, the "MLB Entities"), either on its own behalf or on behalf of the Major League Baseball Clubs and/or other MLB Entities; (ii) any other present or future agreements or arrangements entered into with third parties by, or on behalf of, any of the MLB Entities, including, without limitation, those relating to ticketing, e-commerce, and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication; (iii) any present or future agreements or arrangements entered into by the County with the other Major League Baseball Clubs and/or one or more of the MLB Entities (including, without limitation, the Major League Constitution, the Basic Contract between the Major League Baseball Clubs and the Major League Baseball Players Association, the Professional Baseball Contract, the Major League Rules, the Interactive Media Rights Contract, and each agency agreement and operating guidelines among the Major League Baseball Clubs and an MLB Entity); and (iv) the applicable rules, regulations, policies, bulletins or directives issued or adopted either by the Commissioner or otherwise pursuant to the Major League Constitution or any such agency agreement.
2. The territory within which County are granted rights hereunder cannot extend beyond Contractor's Home Television Territory (as defined in the MLB governing documents), as established and amended from time to time pursuant to the MLB Documents. Nothing herein shall be construed as conferring on the County rights in areas outside of Contractor's Home Television Territory.
3. Any right or obligation in this Contract involving "Interactive Media," must be approved in writing by MLBAM prior to Contractor's execution of this Contract. For purposes of this provision, "Interactive Media" shall mean (i) the Internet or any other on-line system or

computer network; (ii) any interactive wireless service, including any interactive microwave or cellular service; (iii) any interactive satellite service; (iv) any interactive broadcast television, broadcast radio or cable television service; and (v) any other medium of interactive communication now known or hereafter devised.

5. Without limiting the generality of the foregoing, (i) various Facility signage and other advertising (including but not limited to field rotational and scoreboard signs) may be subject to blackout or preemption in connection with national television broadcasts or MLB "jewel" events such as All-Star Game exhibition and playoff and World Series games; and (ii) County will not be entitled to any consideration, refund or other relief in the event of such blackout or preemption.
- 20. Non-Exclusive Rights and Regular Season Only:** Except to the extent expressly set forth herein, (a) no rights of exclusivity are granted to County under this Contract; (b) nothing herein shall limit in any manner Contractor's rights to sell advertising, marketing or promotional rights of any kind to any other person or entity for any product or service, whether or not competitive with County; (c) no rights of exclusivity are granted to any portion of the Facility or any minor league team affiliated in any manner with Contractor.
- 21. Costs:** Except as expressly set forth to the contrary in this Contract, 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 Contract, all of which are included in the pricing set forth in Attachment B. Except as otherwise agreed upon in this Contract 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 Contract, County is entitled to a refund in an amount attributable to such unused deliverable.
- 23. Use of Trademarks and Right to Advertise:** Except as expressly set forth in this Contract to the contrary, County shall have no right to use Contractor'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 Angels and/or the Angel Stadium. 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) calendar day period for a response to such written request. If a Party does not respond during such seven (7) calendar day period, it shall be deemed a denial 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 paragraph shall terminate contemporaneously with the termination of this Contract. The other provisions of this paragraph to the contrary notwithstanding, neither Party may use the other Party's or any of its affiliates' Marks without the prior written consent of the other Party, which may be granted or withheld in the other Party's sole discretion.

- 23. Endorsements:** None of the artists, performers, athletes or promoters appearing at the Facility shall be deemed or required to endorse County or County's products as a result of this Contract.

(SIGNATURE PAGE FOLLOWS)

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No.MA-042 23010574 the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Angels Baseball LP

Dana wells

Print Name

EVP

Title

Signature

DocuSigned by:
Dana Wells
C8C10BFD6F5D432...

11/1/2022

Date

Molly Jolly

Print Name

SVP of

Finance/Administration

Signature

DocuSigned by:
Molly Jolly
2F91859697D644E...

11/2/2022

Date

County of Orange, a political subdivision of the State of California
Purchasing Agent/Designee Authorized Signature:

Print Name

Title

Signature

Date

Approved as to Form

Office of the County Counsel
County of Orange, California

Brittany McLean

Deputy County Counsel

Print Name

Title

Signature

DocuSigned by:
Brittany McLean
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11/2/2022

Date

ATTACHMENT A

SCOPE OF WORK/PRICING

- A. Purpose:** County is seeking to implement a three-year mental health awareness campaign leveraging the reach of the Los Angeles Angels Major League Baseball team. By continuing this large-scale outreach effort, County has the opportunity to continue connecting with a diverse Orange County audience not normally reached in its usual mental health campaigns, which supports County efforts to promote upstream wellness strategies, awareness of available mental health resources, and to reduce mental health-related stigma.

Contract Term: 3 Years

Year 1 (January 6, 2023 – January 5, 2024)

Year 2 (January 6, 2024 – January 5, 2025)

Year 3 (January 6, 2025 – January 5, 2026)

- B. Contractor Services:** Contractor shall provide the following mental health awareness and outreach assets each Contract Year. Any content created for the assets shall be reviewed and approved by the County Project Manager prior to release. Contractor and County shall develop an outreach and community engagement plan and timeline at the start of each Contract Year. Assets similar in nature and of comparable value may be substituted upon County's request to maximize opportunities of reaching underserved and/or target populations, if mutually agreed upon by County and Contractor in advance.

Assetsa. Mental Health Awareness

i. Home Plate Rotational Half Inning

1. Contractor to display County Artwork on one (1) thirty-two (32") inch tall and one hundred forty-three (143") inch wide panels behind home plate during one half (1/2) inning during each Angels regular season home games played at Angel Stadium. Display is subject to blackout during Major League Baseball (MLB) national and regional telecasts and in accordance with MLB rules and regulations. Each sign will be visible at a minimum of seventy-four (74) regular season games played at Angel Stadium. Contractor is responsible for the cost to print and install up to three (3) versions of the signs.

ii. Outfield Wall Sign

1. Contractor to display County Artwork on the Outfield Wall in right field at Angel Stadium. Signage will consist of a sign that will be seven (7') feet tall and twenty-four (24') feet wide. Artwork must be approved by Contractor and MLB. Contractor is responsible for the cost to print and install up to three (3) versions of the signs during the regular season.

iii. LED 360 package

1. One (1) half inning of static exposure on the following LED Rotational Signage positions during each Angels regular season home game:
 - a. Angel Vision Segment: 49.2' tall x 30' wide
 - b. Main Scoreboard Segment: 49' tall x 42.25' wide
 - c. Tunnel A: 16.8' tall x 57.6' wide
 - d. Two (2) Fascias: 3.6' tall x 483.4' wide

iv. Big A LED

1. Contractor to display County Artwork on the LED message board located on the side of The Big A facing California Route 57 South.
 2. Artwork will appear one (1) time on the LED screen for five (5) seconds during a three (3) minute rotation for eighteen (18) hours each day for the full Contract Year.
- v. "Smile/Dance Cam"
1. Contractor to display County Artwork during the "Smile Cam" and "Dance Cam" features shown during in-game inning breaks.
- b. In-Person Outreach Events
- i. Game Day Sponsorship
 1. Concourse Booth Activation
 - a. County to receive the right to set-up booth activation at up to three (3) locations within Angel Stadium on each Game Day Sponsorship date.
 - b. County may hand out materials to fans in attendance. All materials must be approved by Contractor in advance.
 2. 500 tickets for each Game Day Sponsorship date.
 3. Logo inclusion on all media support of the premium item (i.e., television, radio, print, billboards, in-stadium, digital) during a two (2) week promotional schedule for each premium item.
 4. Premium Item Giveaways co-branded with County and Contractor logo
 - a. County has the right of first refusal for sponsoring the following co-branded Premium Items each season:
 - i. Rally Monkey
 1. County will receive 500 of the co-branded items.
 - ii. Bobblehead
 1. County will receive 100 of the co-branded items.
 - iii. Wall Calendar
 1. County will receive 100 of the co-branded items.
 - b. County shall select one (1) additional Premium Item to be given away at a Game Day Sponsorship date during the regular season.
 - i. Selection of the Premium Item and giveaway date shall be mutually agreed upon by County and Contractor in advance.
 - ii. Premium Items include but are not limited to trucker hat, cooler bag, vinyl bag, blanket, etc.
 - c. County shall select one (1) additional Children's Item to be given away at a Game Day Sponsorship date during the regular season.
 - i. Selection of the Children's Item and giveaway date shall be mutually agreed upon by County and Contractor in advance.
 - ii. Children's Items include but are not limited to pop-it spinner, poster, etc.
 - d. In-stadium Public Service Announcements (PSA)
 - i. A PSA, up to one (1) minute in length, to be displayed on Angel Stadium digital scoreboards during pre-game and post-game of each Premium Item Game Day Sponsorship date.

- ii. A 15-second PSA will be displayed during in-game inning break on each Premium Item Game Day Sponsorship date.
 - iii. All PSAs will run on both left and right field scoreboards.
 - iv. All details of the PSAs, including content and length of the PSA, are subject to ABLP approval.
 - ii. Post-Game Concert
 - 1. County will be presenting sponsor of one (1) post-game concert. Sponsorship includes booth activation on stadium concourses and presenting sponsorship signage.
 - iii. Youth Community Clinics
 - 1. T-shirts, co-branded with Angels and OC Navigator logos, provided to approximately 2,000 youth participants in the Angels Foundation Community Baseball/Softball Clinics each Contract Year. Clinics include mental wellness coaching provided by County/County-Contracted providers.
 - c. MLB Digital Media
 - i. Banner ads on angels.com targeting OC residents (1,000,000 impressions).
 - ii. Three (3) angels.com homepage takeovers, each 24 hours in length.
 - iii. Two (2) dedicated email blasts to angels.com subscribers.
 - iv. Presenting sponsor of Angels Social Media Series (2 posts per month).
 - v. One enter-to-win promotion to be run for approximately one month during the regular season with comprehensive in-market support including paid social boosting.
 - d. Wellness Outreach Incentives
 - i. County will receive Angels tickets and/or \$10 Angels gift cards (total of 15,000 tickets and gift cards combined each Contract Year) to incentivize fans to participate in wellness activities at Angels home games, on dates mutually agreed upon by County and Contractor.
 - e. Broadcast Regional Media
 - i. Angels Radio AM830
 - 1. Contractor to run two (2) 30-second radio commercials for County during the in-game broadcast for all 162 regular season game broadcasts on Angels Radio AM830 KLAA.
 - 2. Contractor to run 300 30-second radio spots on Angels Radio AM830 KLAA during regular programming each Contract Year in accordance with the AM Station's regular ROS schedule as provided to other advertisers.
 - ii. Angels Baseball TV Spots on Bally Sports West
 - 1. Two (2) In-game spots for all regular season broadcast games (minimum of 306 total spots)
 - 2. One (1) in-game Gameflow feature per regular season game (minimum of 153)
 - 3. One (1) in-game billboard per regular season game (minimum of 153)
 - 4. Two (2) x re-air 30-second per regular season game (minimum of 306 total spots)
 - 5. One (1) postgame 30-second telecast (minimum of 153)
 - 6. One (1) Angels Weekly 30-second ad (27 total)
 - 7. 'Sports ROS' spots to run 10 times per week across BSW programming (270 total)

8. Title Sponsor of Angels Postgame Show (153 shows) that includes:
 - a. Open Animation Card
 - b. Open and Closing billboard or postgame show
 - c. Stats Feature
 - d. In-game teaser about postgame show
9. Season Sponsor on Bally Sports app for Angels broadcasts

Metrics

Contractor shall provide County with available metrics, described below in Table 1, as follows:

- Interim Metrics (January-June): by July 31 of each Contract Year
- Year-End Summary (January – end of regular season): by October 31 of each Contract Year.

Table 1: Campaign Assets and Metrics to be Monitored

Campaign Asset	Metrics to be Reported
Mental Health Awareness (i.e., Home Plate Rotational, Outfield Wall Sign, LED 360, Big A LED, “Smile/Dance Cam,” etc.)	Impressions as calculated by independent third-party media vendor and/or Contractor
In-Person Outreach (i.e., activation booth, Sponsored Games, youth community baseball/softball clinics, etc.)	Estimated attendees
Digital Media (i.e., website, social media)	Social media metrics, such as number of impressions, reached, engaged; Number of click-throughs to OC Navigator or other URL provided by County and approved by Contractor, when appropriate; Number of responses to enter-to-win promotion
Wellness Outreach Incentives (i.e., ticket and gift card giveaways)	When tickets/gift cards are offered as incentives to participate in a mental wellness activity, comparison of fan engagement rates with and without incentive
Broadcast Regional Media (i.e., television, radio)	Impressions as calculated by independent third-party media vendor

No material adjustments made to the Scope of Work will be authorized without County’s express prior written approval via an amendment. Non-material adjustments may be made with the written approval of the DPA.

ATTACHMENT B**COMPENSATION AND INVOICING**

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$9,618,024 for the Term of Contract.

Contractor agrees to accept the specified compensation as set forth in this Contract 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.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

Contract Year 1 (January 6, 2023 – January 5, 2024) \$3,143,500 payable as follows:

four equal installments of \$785,875 due on or before each of February 6, 2023, May 6, 2023, August 6, 2023, and November 6, 2023; except, however, if Contractor does not provide acceptable invoice at least thirty (30) calendar dates before said due, the payment due dates shall be thirty (30) calendar dates after County's receipt of acceptable invoice.

Contract Year 2 (January 6, 2024 – January 5, 2025): \$3,219,940 payable as follows:

Four equal installments of \$804,985 due on or before each of February 6, 2024, May 6, 2024, August 6, 2024, and November 6, 2024; except, however, if Contractor does not provide acceptable invoice at least thirty (30) calendar dates before said due, the payment due dates shall be thirty (30) calendar dates after County's receipt of acceptable invoice.

Contract Year 3 (January 6, 2025 – January 5, 2026): \$3,254,584 payable as follows:

four equal installments of \$813,646 due on or before each of February 6, 2025, May 6, 2025, August 6, 2025, and November 6, 2025; except, however, if Contractor does not provide acceptable invoice at least thirty (30) calendar dates before said due, the payment due dates shall be thirty (30) calendar dates after County's receipt of acceptable invoice.

3. **Price Increase/Decreases:** No price increases are permitted during the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) calendar days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems

appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit are not allowed.

4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** Contractor is responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms:** Payment will be net thirty (30) calendar days after receipt of an invoice in a format acceptable to County and verified and approved by the agency/department and subject to routine processing requirements.

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

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

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** Contractor shall provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor shall leave an invoice with each delivery. Each invoice shall have a unique number and shall include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Department
 - e. Delivery/service address
 - f. Master Agreement (MA) or Purchase Order (PO) number
 - g. Department's Account Number, if applicable
 - h. Date of invoice
 - i. Product/service description, quantity, and prices
 - j. Sales tax, if applicable
 - k. Freight/delivery charges, if applicable
 - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation shall be emailed to hcaap@ochca.com or forwarded to:

Orange County Health Care Agency
Accounts Payable
PO Box 689
Santa Ana, CA 92702

9. Payment (Electronic Funds Transfer)

County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.