



CONTRACT NO. MA-042-22011996

FOR

**OUTREACH AND COMMUNITY
AWARENESS CAMPAIGN**

BETWEEN

**COUNTY OF ORANGE
(HEALTH CARE AGENCY)**

AND

ANAHEIM ARENA MANAGEMENT, LLC

CONTRACT NO. MA-042-22011996
FOR
OUTREACH AND COMMUNITY AWARENESS CAMPAIGN
WITH
ANAHEIM ARENA MANAGEMENT, LLC

This Contract Number MA-042-22011996 ("Contract") is made and entered into this 26th day of August, 2022 ("Effective Date") between Anaheim Arena Management, LLC, a California limited liability company ("Contractor"), with a place of business at 2695 E. Katella Ave., 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/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/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/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 Y, 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.
- 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. 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.
- L. 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.
- M. 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.
- N. 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.
- O. Changes:** Contractor shall make no changes in the work or perform any additional work without County's express prior written approval.
- P. 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 in the event County determines 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.

- Q. 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 the start of the delay and the Party avails itself of any available 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.

- R. 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.
- S. 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 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 Y, 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.
- T. Freight:** Intentionally Omitted.
- U. 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.
- V. 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.
- W. 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.
- X. Employee Eligibility Verification:** Intentionally Omitted.
- Y. 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 and hold harmless, but not to 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.

- Z. 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 notice of such audit and the audit shall be at County's sole cost and expense.
- AA. 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 may immediately terminate or modify this Contract without penalty.
- BB. 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, identified and incorporated herein by this reference as "Attachment A".
- 2. Term of Contract:** This Contract shall commence on August 26, 2022, through and including June 30, 2025. 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. County does not have to give a reason if 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 for a period of three (3) years after final payment is received from County.
5. **Data – Title To:** All materials, documents, data or information obtained from the 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 after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
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. Contractor's or County's failure to diligently proceed shall be considered a material breach of this Contract.

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: Anaheim Arena Management, LLC
 Attention: Vice President, Corporate Partnerships
 Address: 2695 E. Katella Ave.
 Anaheim, CA 92806
 E-mail: gsiderius@anaheimducks.com

With a mandatory copy to:

Name: Anaheim Arena Management, LLC
Attention: Controller
Address: 2695 E. Katella Avenue
 Anaheim, CA 92806

And with a mandatory copy to:

Name: Anaheim Arena Management, LLC
Attention: General Counsel
Address: 2695 E. Katella Avenue
 Anaheim, CA 92806
E-mail: legal@ocvibe.com

For County: Name: County of Orange HCA/Procurement and Contract
 Services
 Attention: Brittany Davis
 Address: 405 W. 5th St. Ste. 600
 Santa Ana, CA 92701
 Telephone: (714) 834-5326
 E-mail: bdavis@ochca.com

CC: Name: County of Orange HCA
 Attention: Bhuvana Rao, Sharon Ishikawa
 E-mail: Bravo@ochca.com, Slshikawa@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. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or without cause at the end of each contract year by providing 60 days' written notice to Contractor 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 Contractor. 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.
11. **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.
12. **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.
13. **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).
14. **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, 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. **Termination and Remedies:**
 - A. **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. The breaching Party shall have ten (10) calendar days after receipt of such notice to cure the breach, if the breach is curable.
 - B. **Remedies:** 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 shall have the right to terminate this Contract and shall have all other rights and remedies available at law or in equity, all of which shall be cumulative and not

exclusive. Termination of this Contract shall be accomplished by delivery of written notice of termination to the breaching Party.

20. **NHL, Special Event and Broadcasting Limitations:** County acknowledges that this Contract and each benefit conferred on County pursuant to this Contract 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 agrees that Contractor may terminate this Contract on ten (10) calendar days prior written notice in the event that the NHL, in its sole discretion, determines that the services provided by Contractor under this Contract or County is not in compliance with NHL rules governing gambling activities; (b) Contractor and Contractor (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 Anaheim Ducks home games) to grant third parties rights that may result in the reduction or elimination of County's rights under this Contract 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 Anaheim 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 Contractor, Anaheim Ducks Hockey Club, LLC ("ADHC"), the NHL or any third party as a result of the occurrence of any of the circumstances described in this paragraph.
21. **Non-Exclusive Rights and Regular Season Only:** Except as expressly set forth to the contrary in this Contract: (a) no rights of exclusivity are granted to County and nothing in this Contract shall limit in any manner Contractor's or Contractor'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 Contract with respect to any facility branded as "The Rinks", the Anaheim Ducks' practice facility, Great Park Ice, or any minor league team affiliated in any manner with Contractor.
22. **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 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) 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 Marks without the prior written consent of the other party, which may be granted or withheld in the other party's sole discretion.
24. **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 Contract.
25. **Interest:** Intentionally Omitted.

(SIGNATURE PAGE FOLLOWS)

CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract No. MA-042-22011996 on 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, the President, or any Vice President; 2) the second signature must be 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: Anaheim Arena Management, LLC

Kim Bedier

Senior Vice President

Print Name
DocuSigned by:

Title

Kim Bedier

6/28/2022

57B8850AF1F3499...
Signature

Date

Katie Rodin

Secretary

Print Name
DocuSigned by:

Title

Katie Rodin

6/28/2022

4E16DF429788406...
Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

Deputy Purchasing Agent

Print Name

Title

Signature

Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Brittany McLean

Deputy County Counsel

Print Name
DocuSigned by:

Title

Brittany McLean

6/28/2022

9713A4061D4343D...
Signature

Date

ATTACHMENT A

SCOPE OF WORK

Background: HCA is seeking to implement a three-year mental health awareness campaign leveraging the reach of the Anaheim Ducks National Hockey League team, as well as the affiliated local Rinks skating rinks, Honda Center and Artic Transportation Center, through Contractor (Anaheim Arena Management, LLC). Contractor has and will continue to have the unconditional and irrevocable right, power, and authority, including all permits and licenses required, if any, to provide to County advertising, sponsorship, and promotion rights, and to grant all such rights required to be granted by it under this Contract, with respect to: (a) Honda Center located at 2695 E. Katella Ave., Anaheim, CA 92806 ("Honda Center") and entertainment and sports events held at Honda Center, including the National Hockey League franchise known as the Anaheim Ducks; (b) The Rinks – Anaheim Ice, The Rinks – Westminster Ice, The Rinks – Yorba Linda Ice, and The Rinks – Irvine Inline (collectively, "The Rinks") owned and operated by The Rinks Foundation; and (c) the Anaheim Regional Transportation Intermodal Center located at 2626 E. Katella Ave., Anaheim, CA 92806, operated by ATCM, LLC ("ARTIC"). Contractor is entitled to provide advertising, sponsorship and promotion rights to County with respect to ADHC, Anaheim Ducks and Honda Center, The Rinks Foundation and The Rinks, and ATCM, LLC and ARTIC. By engaging in such a large-scale effort, HCA has the unique opportunity to connect with a diverse Orange County audience not normally reached in its usual mental health campaigns and to support County in its efforts to reduce mental health-related stigma and promote awareness of available mental health and wellbeing resources.

A. Contract Term: 3 Years (August 26, 2022 to June 30, 2025)

2022/2023 Contract Year (8/26/22-6/30/23)

2023/2024 Contract Year (7/1/23-6/30/24)

2024/2025 Contract Year (7/1/24-6/30/25)

B. Contractor Services: Contractor shall provide the following Outreach and Community Engagement Services. Any content created for outreach and community engagement services listed below shall be reviewed and approved by County Project Manager prior to release. Contractor and County shall develop an outreach and community engagement plan at the start of each Contract Year. Contractor shall provide County with available metrics, as described below in Table 1, for Quarters 2, 3 and 4 of each Contract Year and a year-end-summary report as follows:

- a. Quarter 2 metrics: by Jan 15 of each Contract Year
- b. Quarter 3 metrics: by April 15 of each Contract Year
- c. Quarter 4 metrics: by July 15 following the close of each Contract Year
- d. Year-End Summary Report by August 30 following the close of each Contract Year:

Table 1: Campaign Assets and Metrics to be Monitored

Campaign Asset	Metrics to be Reported
Mental Health_Awareness (i.e., Anaheim Ducks helmet decals, Triple Play Rotational exposure, Anaheim Ducks Game Day full page ad, press release, dasherboards, Artic digital ads, etc.)	Impressions as calculated by independent third-party media vendor and/or Contactor

In-Person Outreach (i.e., activation booth, 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
Game Ticket Giveaways	For tickets offered as a fan incentive to participate in mental health activity/visit website, etc., comparison of fan engagement with and without ticket incentive
Broadcast Regional Media (i.e., television, radio)	Impressions as calculated by independent third-party media vendor

1. Anaheim Ducks Elements (preseason September; regular season October-April):

Mental Health Awareness

- Brand placement on all Anaheim Ducks player helmets during all home and away Anaheim Ducks games (subject to NHL approval and to be mutually agreed upon by Contractor and County)
- One (1) annual co-branded (County and Anaheim Ducks) paper helmet in-game giveaway during one (1) home game (item to be selected by County and Contractor and procured at County's sole cost)
- One (1) full-page advertisement in the Anaheim Ducks Game Day Program during all regular season home games
- One (1) joint Press Release announcing the partnership and Anaheim Ducks' support of mental health initiatives (substance of press release and release date to be agreed upon by Contractor and County)

In-Person Outreach

- One (1) table or activation space at the Sunday Hockey Spot during four (4) Anaheim Ducks Sunday regular season home games, subject to Facility's rules and regulations including the following:
 - Table or activation space to be open from the time the Hockey Spot opens until the Hockey Spot closes; County will be responsible for staffing the table with two (2) to three (3) representatives and providing all printed materials and displays, which shall relate to County's products/services, be at County's cost and be subject to Contractor's approval; County's staff to remain at the table and shall not use high-pressure sales tactics; Contractor to provide working credentials and complimentary parking for up to three (3) representatives provided they are staffed at the tables; Contractor reserves the right to provide County with a verbal warning after County's first violation of this subparagraph, written warning after County's second violation of this subparagraph and cancellation of Sponsor's rights in this subparagraph after County's third violation

- of this subparagraph. Contractor also reserves the right in its sole discretion to revoke County's staff's rights immediately in the event such staff violates this subparagraph
- Designation of County as a Co-Presenting Sponsor of the Captain's Challenge with full brand integration and the opportunity to participate in such event (e.g., display of branding and tabling, if available)
 - Presidential Fitness Challenge (active lifestyle day, usually in February or March)

Digital media

- One (1) season long County-branded social media feature on Anaheim Ducks social media pages - 'Mental Health Mondays' or similar campaign (posts/promotions to be mutually agreed upon by County and Contractor)
- One (1) off-season social/digital content series where players are interviewed by Contractor's media team about their mental preparation, adverse times on and off the ice, and other mental health-focused questions (players to be selected in Contractor's sole discretion)
- Rotational banner advertisement on the Anaheim Ducks website and mobile applications promoting mental health (with a minimum of 500,000 banner ad impressions in the aggregate; subject to Contractor's approval)
- One minute (1:00) of in-game LED upper and lower ring signage exposure during every Anaheim Ducks regular season home game
 - Static during game, can include URL or QR code
 - During egress or non-game time, can have motion
- One (1) County-themed month-long sweepstakes during the Anaheim Ducks regular season as follows: Contractor shall promote, facilitate and serve as the "sponsor" of the sweepstakes with comprehensive in-market support, including paid social boosting (in Contractor's sole discretion); County to provide prize(s)

Game Ticket Giveaways:

- Ticket bank of fourteen thousand (14,000) admission tickets to be used for Anaheim Ducks home games (games and seat locations subject to availability and to be agreed upon by County and Contractor)
 - Maximum of 7,000 tickets to include \$25 in food and beverage credit
- Parking pass bank of seven hundred (700) general parking passes for County to include in ticket giveaways during the regular season for Anaheim Ducks games

2. Honda Center Elements:

Mental Health Awareness

- Rotational exposure on LED upper and lower ring signage for one minute (1:00) during ingress and egress of all non-Anaheim Ducks public events at Honda Center during which the LED rings are utilized by Contractor for sponsorship purposes (subject to promoter/event approval and limitations)
- A minimum of three minutes (3:00), in the aggregate, of exposure on all Digital Display screens (i.e., all TVs in arena show mental health awareness ad at the same time in 15 second increments) during all public events at Honda Center (subject to promoter/artist limitations and with respect to Anaheim Ducks home games, regular season only), in the following areas: all pedestrian concourses; four (4) main elevator lobbies (Plaza level only); food and beverage concession areas (except the menu board screens, Plaza-level restaurant, Club-level terrace and related area and Club-level restaurant); and excluding the team store
- Inclusion in the LED panel rotation (thirty minutes (30:00) of exposure, in the aggregate, during each twenty-four (24) hour period) on the current free-standing Katella Avenue

marquee screen, or substantially similar exposure on a substitute display in the event such marquee is removed

- First year of partnership (2022/2023) will be prorated to 11 months of Katella Avenue marquee rotation with the first month of partnership increased to one hour (1:00:00) of exposure, in the aggregate, during each twenty-four (24) hour period for the first month only

3. The Rinks Elements:

Digital media

- Branding of one (1) supporting social media feature shared through The Rinks social media channels (posts/promotions to be mutually agreed upon by Contractor and County)

Mental Health Awareness

- One (1) branded dashboard at each of the following “The Rinks” locations (specific location at Contractor’s discretion) only for so long as such facility is branded “The Rinks”: The Rinks – Anaheim ICE, The Rinks – Yorba Linda ICE, The Rinks – Westminster ICE, and The Rinks – Irvine Inline. For the avoidance of doubt, “The Rinks” locations do not include Great Park Ice & FivePoint Arena, The Rinks – Corona Inline and The Rinks – Poway ICE. In the event the facility is no longer branded “The Rinks”, County shall receive a mutually agreed upon “make-good” asset.

4. Artic Elements:

Mental Health Awareness

- Inclusion in the LED panel rotation (thirty minutes (30:00) of exposure, in the aggregate, during each twenty-four (24) hour period) on each of the current free-standing Katella Avenue and Douglass Road ARTIC marquees, or substantially similar exposure on a substitute display in the event any such marquee is removed
 - First year of partnership (2022/2023) will be prorated to 11 months of Artic Katella Avenue Marquee and Douglas Road Marquee rotation with the first month of partnership increased to one hour (1:00:00) of exposure, in the aggregate, during each twenty-four (24) hour period for the first month only

Digital media

- Branding on four (4) train platforms at ARTIC (locations to be mutually agreed upon by Contractor and County)

5. Reaching The Media Market:

Broadcast Regional Media

- Five hundred (500) thirty-second (:30) “run of schedule spots” during television broadcasts of Anaheim Ducks regular season games on Bally Sports in Los Angeles Designated Market Area only (specific times of run at Bally Sports’ sole discretion)
- Media in and around Anaheim Ducks game broadcasts:
 - Three minutes (3:00), in the aggregate, of offense-defense zone digitally-enhanced dashboard exposure (creative subject to Contractor and NHL approval) during the official television broadcast of every Anaheim Ducks regular season home game (e.g., Bally Sports; Los Angeles Designated Market area only)
 - Two minutes (2:00), in the aggregate, of offense-defense zone digitally-enhanced dashboard exposure (creative subject to Contractor and NHL approval) during the official television broadcast of every Anaheim Ducks regular season away game (e.g., Bally Sports; Los Angeles Designated Market area only)

- Title sponsorship of the “Duck Calls” radio call-in feature during each official radio broadcast (terrestrial or streaming) of Anaheim Ducks regular season games, with inclusion in-show and in all Duck Calls marketing
- One (1) thirty-second (:30) in-game advertisement during each official radio broadcast (terrestrial or streaming) of Anaheim Ducks regular season games

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/INVOICING

1. **Compensation:** This is a fixed price Contract not to exceed the amount of \$8,478,957 for the Contract term.

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.

Costs

2022/2023 Contract Year (8/26/22-6/30/23): \$2,743,200 payable as follows: four equal installments of \$685,800 due on or before each of August 31, 2022, November 30, 2022, February 28, 2023, and May 31, 2023.

2023/2024 Contract Year (7/1/23-6/30/24): \$2,825,496 payable as follows: four equal installments of \$706,374 due on or before each of August 31, 2023, November 30, 2023, February 29, 2024, and May 31, 2024.

2024/2025 Contract Year (7/1/24-6/30/25): \$2,910,261 payable as follows: four equal installments of \$727,565.25 due on or before each of August 31, 2024, November 30, 2024, February 28, 2025, and May 31, 2025.

3. **Price Increases:** Except as set forth in this Attachment B, no price increases are permitted during the term of the Contract. County requires documented proof of cost increases prior to any price adjustment. A minimum of thirty (30) calendar days advance written notice is required to secure a price adjustment. No retroactive price adjustments will be considered. Adjustments increasing Contractor's profit is not allowed.
4. **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 department and subject to routine processing requirements.
5. **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.
6. **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. Agreement number
- g. Department's Account Number, if applicable
- h. Date of Invoice
- i. Contract Title and payment installment as listed under Costs.
- j. Total Fee Owed

Invoice and support documentation are to be forwarded to HCAAP@ochca.com or:

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

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

7. **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.