

Contract MA-042-27010341

For

**BEHAVIORAL HEALTH EDUCATIONAL OUTREACH AND
STRATEGIC MARKETING CAMPAIGN**

Between

COUNTY OF ORANGE

(Health Care Agency)

And

ANAHEIM ARENA MANAGEMENT, LLC



CONTRACT**MA-042-27010341****BETWEEN****COUNTY OF ORANGE****AND****ANAHEIM ARENA MANAGEMENT, LLC****FOR****BEHAVIORAL HEALTH EDUCATIONAL OUTREACH
AND STRATEGIC MARKETING CAMPAIGN**

This Contract MA-042-27010341 for Behavioral Health Educational Outreach and Strategic Marketing Campaign (Contract) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County"), and **ANAHEIM ARENA MANAGEMENT, LLC**, a California limited liability company (Contractor), with a place of business at 2695 E. Katella Ave., Anaheim, CA 92806. County and Contractor sometimes may be referred to 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

Attachment B – Payment and Compensation

RECITALS

WHEREAS, Contractor and County are entering into this Contract for **Behavioral Health Educational Outreach and Strategic Marketing Campaign** under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for **Behavioral Health Educational Outreach and Strategic Marketing Campaign** as set forth herein, and Contractor represented that it is qualified to **provide Behavioral Health Educational Outreach and Strategic Marketing Campaign** to County as set forth in this Contract; and,

WHEREAS, Contractor agrees to provide **Behavioral Health Educational Outreach and Strategic Marketing Campaign** to County as set forth in the Scope of Work, attached hereto as Attachment A; and,

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

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for **Behavioral Health Educational Outreach and Strategic Marketing Campaign** with Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

GENERAL TERMS AND CONDITIONS

1. 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.

2. 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 Procurement Agent or designee.

3. 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.

4. Taxes:

Intentionally Omitted.

5. Delivery:

Intentionally Omitted.

6. Acceptance Payment:

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received and 2) payment shall be made in arrears after satisfactory acceptance pursuant to Attachment B, Payment and Compensation.

7. 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.

8. 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 the Insurance and Indemnification section, 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.

9. 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 express prior written approval 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.

10. Non-Discrimination:

Intentionally Omitted.

11. 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 Contractor. Exercise by County of its right to terminate 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.

12. 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.

13. 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.

14. 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 commodities/services

furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner.

15. Changes:

Contractor shall make no changes in the work or perform any additional work without County's express prior written approval.

16. 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 terms of sale or other 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.

17. 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.

18. 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.

19. 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 acknowledges that each Party is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, 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.

20. Freight:

Intentionally Omitted.

21. 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.

22. 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.

23. 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 their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this 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.

24. Employee Eligibility Verification:

Intentionally Omitted.

25. 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.

26. 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.

27. Expenditure Limit:

County is not responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless an amendment to cover those costs has been executed.

28. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq.

INDEMNIFICATION AND INSURANCE PROVISIONS**1. 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.

2. General Insurance Requirements

Parties shall, at its own expense, maintain through the Term, a program of self insurance or commercial general liability insurance (including contractual liability) with insurers reasonable and satisfactory to 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. Parties shall, at the request of the other, provide a certificate of insurance evidencing such policy.

ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which Contractor shall provide **Behavioral Health Educational Outreach and Strategic Marketing 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 become effective October 13, 2026, and shall continue through June 30, 2027, unless otherwise terminated as provided herein. The Contract shall be in effect for the time periods specified, unless this Contract is earlier terminated by the Parties in accordance with this Contract.

3. Renewal:

This Contract may be renewed by mutual agreement of both Parties for one year via an amendment. County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. Adjustments – Scope of Work:

No material adjustments made to the Scope of Work will be authorized without the express prior written approval of County assigned Deputy Procurement Agent (DPA) via an amendment. Non material adjustments may be made with the written approval of the DPA.

5. 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 nonbreaching 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.

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.

6. Conflict of Interest – County Personnel:

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 for any purpose.

7. 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 in the continental United States for a period of three (3) years after final payment is received from County.

8. 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 the transaction by any Federal department or agency. County has the right to terminate this Contract for cause if Contractor is or becomes subject of any debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department of agency.

9. 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 after completion or termination of this Contract without the express prior written approval of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

10. Disputes – Contract:

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, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

- A. 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.
- B. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to 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 Contract adjustment for which Contractor believes County is liable.

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 commodities 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.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County DPA 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 right to terminate Contract for cause or for convenience, as stated in Article "Termination" herein, or any other legal remedies available to the Parties.

11. Equal Employment Opportunity:

Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

12. 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.

13. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

14. 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.

15. News/Information Release:

Contractor agrees that it will 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 express prior written approval of said news releases from County through County's Project Manager.

16. Precedence:

Contract documents consist of this Contract and its attachments. In the event of a conflict between or among 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.

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. 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. 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 first obtaining the prior express written

approval of County. Any attempt by Contractor to subcontract any performance of this Contract without the prior express written approval 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 agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor 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 pursuant to the terms of this Contract.

20. 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.

- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>)
- b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>)
- c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database)

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Interest:

Intentionally Omitted.

27. 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 assigned 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.

Contractor:	ANAHEIM ARENA MANAGEMENT, LLC
Attn:	Chad Watson
Address:	2695 E Katella Ave. Anaheim CA 92806
Phone:	Mobile: 714-451-5627
Email:	cwatson@anaheimducks.com

County's Project Manager: Health Care Agency	
Attn:	Anthony Padilla
Address:	405 West 5th Street Santa Ana, CA 92701
Phone:	(714) 834-2447
Email:	apadilla@ochca.com

cc: Health Care Agency/Procurement and Contract Services	
Attn:	Roland Tabangin, County DPA
Address:	405 West 5th Street Santa Ana, CA 92701
Phone:	(714) 834-3181
Email:	rtabangin@ochca.com

SIGNATURE PAGE

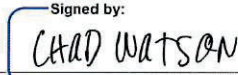
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first above written.

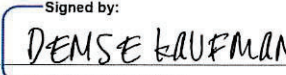
ANAHEIM ARENA MANAGEMENT, LLC

If Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signed by:			
	CHAD WATSON	VP Corporate Partnerships	September 17, 2026
Signature	Name	Title	Date

Signed by:			
	DENISE KAUFMAN	SVP OCSE Finance & Acct	September 17, 2026
Signature	Name	Title	Date

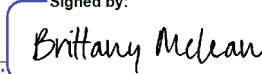
COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Deputy Procurement Agent			
Signature	Name	Title	Date

Approved as to form:

County Counsel

Signed by:			
	Brittany McLean	Deputy	September 18, 2026
Signature	Name	Title	Date

ATTACHMENT A - SCOPE OF WORK

1. Background

County is seeking to implement the Orange County Behavioral Health Educational Outreach and Strategic Marketing Campaign, a one-year behavioral health awareness and community engagement initiative leveraging the broad regional reach of the Anaheim Ducks National Hockey League team and the visibility available through Contractor. 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 County with advertising, sponsorship, and promotional rights associated with the Honda Center located at 2695 E. Katella Avenue, Anaheim, CA 92806, including Anaheim Ducks regular season home games and related entertainment events held there.

Contractor is the sole entity authorized to provide these promotional and advertising rights to County, including those associated with the Anaheim Ducks NHL franchise and the Honda Center's in-arena and venue-based media platforms. Through the Orange County Behavioral Health Educational Outreach and Strategic Marketing Campaign, County has the unique opportunity to reach a broad and diverse cross-section of Orange County residents who are not typically reached through traditional behavioral health outreach efforts.

This campaign strengthens County's ability to increase awareness of behavioral health and wellness resources, reduce stigma related to seeking behavioral health support, and expand opportunities for community engagement in accessible, mainstream settings. By placing behavioral health messaging in high-visibility community environments—such as Anaheim Ducks home games and the Honda Center—County can promote early engagement, normalize conversations around behavioral health, and improve overall behavioral health literacy throughout Orange County.

Notwithstanding the "Term of Contract" stated in the main body of this Agreement, all deliverables, branding rights, and sponsorship assets identified in this Scope of Work are specifically for the 2026-27 NHL regular season only. All rights to such assets shall expire and be deemed fully exhausted no later than June 30, 2027. No "makegoods" or carryover deliverables shall be provided during the 2027-28 NHL season unless a formal amendment and additional compensation are mutually agreed upon in writing by the Parties

2. Scope of Work

A. Project Description

Through the Campaign, County will utilize Anaheim Ducks platforms throughout the full 2026–27 NHL regular season to expand behavioral health education and awareness, promote County-approved behavioral health resources, and create opportunities for Orange County residents to participate in Community Program Planning (CPP) activities in a familiar, non-clinical community setting.

The Campaign will continue as an Innovation Pilot to evaluate whether professional sports and related community events can broaden participation in CPP and provide an effective

platform for reaching residents who may not typically participate in traditional County planning activities.

B. Scope of Services

I. Branding and In-Arena Exposure

Contractor shall provide County the following throughout all Anaheim Ducks regular-season home games during the 2026–27 NHL season, unless otherwise specified:

- Presenting sponsorship of the Tagboard social media aggregator, accompanied by exposure on LED upper and lower ring signage, Triple Play displays, and public address announcements.
- One (1) static dasherboard placement displayed during all Anaheim Ducks regular-season home games.
- Scoreboard LED takeover exposure during all Anaheim Ducks regular-season home games.
- Thirty minutes (30:00) per day of rotational LED exposure on the bidirectional 57 Freeway marquee.
- Presenting sponsorship of one (1) Anaheim Ducks regular-season home game, including comprehensive in-arena and related promotional exposure.

All County messaging, creative materials, URLs, QR codes, and resource information shall be approved by HCA prior to use.

II. In-Person Community Engagement

Contractor shall provide County with one (1) activation space at all Anaheim Ducks regular-season home games during the 2026–27 NHL season for:

- Behavioral health education and outreach;
- Distribution and promotion of County-approved behavioral health and wellness resources;
- Promotion of County resource navigation tools;
- Community engagement; and
- Administration and promotion of CPP-aligned surveys.

Activation spaces will provide HCA with direct opportunities throughout the full regular season to engage Anaheim Ducks attendees and gather community input in a non-clinical community environment.

III. Wheelin' 4 Wellness

Contractor shall provide County with presenting sponsorship of The Rinks Wheelin' 4 Wellness Tournament, including:

- Brand integration into event marketing and promotional materials;

- Opportunities for County outreach and resource distribution; and
- Opportunities to promote behavioral health awareness, suicide prevention resources, and County-approved behavioral health resources

IV. Digital and Social Media

Contractor shall provide:

- One (1) month-long enter-to-win sweepstakes, including promotion through applicable Anaheim Ducks in-arena, social media, and digital platforms.
- Digital promotion of County-approved behavioral health messaging, resources, URLs, QR codes, and CPP engagement opportunities associated with contracted Campaign elements.

V. S.C.O.R.E Shootout

Contractor shall provide County with supporting sponsorship of S.C.O.R.E Shootout, including:

- Brand integration into event marketing and promotional materials;
- Opportunities for County outreach and resource distribution; and
- Opportunities to promote behavioral health awareness, suicide prevention resources, and County-approved behavioral health resources

VI. Community Program Planning Surveys

County will administer and promote voluntary CPP-aligned surveys throughout the 2026–27 Anaheim Ducks regular season, including through game-day activation spaces and other applicable Campaign activities.

Survey opportunities may be provided through in-person outreach, QR codes, digital promotion, interactive Campaign elements, and other mutually agreed-upon outreach opportunities included within the Campaign.

Surveys may address behavioral health awareness, access to behavioral health services, barriers to accessing care, and community behavioral health strengths and needs.

County will be responsible for the content and administration of CPP surveys. Survey participation will be voluntary, and responses will support evaluation of the CPP Innovation Pilot and provide community input to inform the County's Behavioral Health Integrated Plan.

VII. Campaign Messaging and Resources

Campaign content may include County-approved behavioral health education, awareness, prevention, wellness, and resource navigation messaging.

Campaign elements may promote Ducks.OCNavigator.org, OC Navigator, or other County-approved behavioral health resources through URLs, QR codes, signage, digital media, educational materials, and in-person outreach.

Messaging may also address timely behavioral health topics and awareness initiatives, as appropriate and approved by HCA.

VIII. Schedule of Deliverables and Reporting

Category	Deliverable	Metrics to Track/Report
Tagboard/In-Arena Exposure	All regular-season home games	Games completed, attendance, impressions, engagement/participation, proof of performance
Static Dasherboard	All regular-season home games	Games displayed, impressions, proof of performance
Scoreboard LED Exposure	All regular-season home games	Games displayed, impressions, proof of performance
S.C.O.R.E. Shootout	1 event	Attendance/participating, engagement and proof of performance
57 Freeway Marquee	30 minutes daily	Exposure/rotation information and proof of performance
In-Person County Activations	All regular-season home games	Activations completed, attendance, available engagement metrics, survey responses
Presenting Sponsor Game	1 regular-season home game	Attendance, impressions, digital/social engagement and proof of performance
Wheelin' 4 Wellness	1 event	Attendance/participation, engagement and proof of performance

Digital Sweepstakes	1 month-long promotion	Entries, impressions and available digital/social engagement
CPP Surveys	Throughout Campaign	Number of survey responses collected

Contractor shall provide available performance data and proof of performance for contracted Campaign elements. County may use these metrics, together with CPP survey participation, to evaluate the effectiveness of the Innovation Pilot and inform future community engagement strategies.

IX. Term

Services will be provided throughout the full 2026–27 Anaheim Ducks NHL regular season and within the term established by the Contract.

The Campaign will include outreach and contracted media exposure at all Anaheim Ducks regular-season home games, with certain marquee, digital, promotional, and community event elements occurring on non-game days within the Contract term.

ATTACHMENT B - PAYMENT AND COMPENSATION

1. Compensation:

This is a firm fixed fee Contract between County and Contractor for Behavioral Health Educational Outreach and Strategic Marketing Campaign, as set forth in Attachment A, "Scope of Work".

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. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

- A. County will pay the fees and charges in accordance with the provisions of this Contract. All outreach content must be reviewed and approved by the County Project Manager prior to public release. Payment shall be as follows:

Milestone	Deliverable	Due Date	Payment Amount
Initial Payment	Contract Execution & Project Launch	Upon Contract Start	\$135,500
1 Deliverable	Metrics/Performance Report	January 31, 2027	\$134,375
2 Deliverable	Metrics/Performance Report	March 31, 2027	\$134,375
Final Deliverable	Final Summary Report	May 31, 2027	\$173,250

B. Total Contract amount not to exceed: \$577,500

Approval by the Board of Supervisors is required for all service contract contracts where for any year of the contract, the annual value to any one contractor exceeds \$200,000

Approval by the Board of Supervisors is required for all service contracts where the total contract value

exceeds or is anticipated to exceed \$1,000,000 when all contract years are taken into consideration for multi-year contracts.

3. Price Increase/Decreases:

Except as agreed to in writing between the parties, no price increases are permitted during the first term of 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 for consideration of such adjustment. No retroactive price adjustments will be considered. Adjustments increasing Contractor's profit are not allowed.

4. Payment Terms – Payment in Arrears:

Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced.

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.

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

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