

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

National CineMedia, LLC

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Theater advertising and related services set forth in Contractor's Advertising Insertion Order #2407-0155-001 including standard media terms and conditions, attached hereto as Exhibit A and by reference incorporated herein.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 16,400.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 19, 2024 to August 17, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other:

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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HS

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Section
7.02
modified

- 7.02 The County may cancel and terminate this Agreement for good cause **only after a 10-day cure period following a written notice to CONTRACTOR of their failure to perform.**

“Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County **shall pay CONTRACTOR for services rendered through the effective date of termination**, and the County may proceed with the work in any manner, which County deems proper. ~~The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.~~

- 7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

- 9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 **Qualifying Insurers:** All coverage’s, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

- 9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☒ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☐ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

~~10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~

Section
10.5
deleted in
its entirety

11.0 **NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

~~12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:~~

Section 12.0 deleted in its entirety

~~If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.~~

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all **applicable** federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

Inserted "applicable" into Section 13.1

~~13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.~~

Section 13.2 deleted in its entirety

~~13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.~~

Section 13.3 deleted in its entirety

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally, **by overnight courier**, or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

Inserted ",
by overnight
courier," into
Section 15.0

FOR COUNTY:	FOR CONTRACTOR:
Lee Ann Magoski - Director	Attn: Legal Department
Name and Title	Name and Title
1322 Natividad Road, Salinas CA 93906	6300 S. Syracuse Way, Suite 300, Centennial, CO 80111
Address	Address
831-769-8880	Email: legal@ncm.com; Phone (303) 792-3600
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

~~16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.~~

Section 16.05
deleted in its
entirety

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**
- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By:

Samuel Biderwell

County Counsel

Date:

7/29/2024 | 9:03 AM PDT

Approved as to Fiscal Provisions

By:

Jennifer Forsyth

Auditor/Controller

Date:

7/29/2024 | 10:18 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Management

Date:

CONTRACTOR

NATIONAL CINEMEDIA, LLC

DocuSigned by: Contractor/Business Name *

By:

Haylie Scruggs

(Signature of Chair, President, or Vice-President)

Haylie Scruggs

Campaign Manager

Date:

7/25/2024 | 2:07 PM PDT

By:

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Second signature block deleted in its entirety

Name and Title

Date:

DS DS
HS SB

INSTRUCTIONS deleted in its entirety. Per Section 16.14 of this Agreement, the individual signing this agreement has the authority to bind CONTRACTOR

County Board of Supervisors' Agreement No. _____ approved on _____

~~*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.~~

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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HS SB



INSERTION ORDER

NCM agrees to provide to the advertiser listed below ("**Advertiser**") the following Advertising media, creative/media services, and production services:

Advertiser: Monterey County Emergency Communications Contact: John Vaught	Billing: Monterey County Emergency Communications 1322 Natividad Rd Salinas, CA 93906	NCM Account Director: Peter Jeffcoat Phone: +1 (206) 351-7008 Email: Peter.Jeffcoat@ncm.com
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Order #: 2407-0155-001

Monterey County Emergency Communications - Recruitment 8.19.24

ONSCREEN

Silver CPT - Big Screen

2407-0155-001-001

Period: 08/19/2024-08/17/2025

Weeks: 52

Duration: 15

Total weeks: 52

Creative #	Theater Code	Theater Name	Location	# Screens	Net Rate [CPT]	Net Media
632834	CNK1015	Century Marina and XD	MARINA, CA	5	\$44.31	\$2,304.14
632834	CNK436	Monterey 13	MONTEREY, CA	13	\$118.93	\$6,184.47
632834	CNK449	Century 14 Northridge Mall	SALINAS, CA	14	\$152.14	\$7,911.39

LEN

LEN CPT - Lobby Screens (added value)

2407-0155-001-004

Period: 08/19/2024-08/17/2025

Weeks: 52

Duration: 15

Total weeks: 52

LEN Pods: 2

Creative #	Theater Code	Theater Name	Location		Net Rate [CPT]	Net Media
632834	CNK1015	Century Marina and XD	MARINA, CA		\$0.00	\$0.00
632834	CNK436	Monterey 13	MONTEREY, CA		\$0.00	\$0.00
632834	CNK449	Century 14 Northridge Mall	SALINAS, CA		\$0.00	\$0.00

CREATIVE/MEDIA SERVICES

Fee Type	Fee Source	Fee Name	Creative Fee
CREATIVE_SERVICE	INTERNAL	Ad Revision	\$0.00

Comments & Special Instructions:	Media Fees	\$16,400.00
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15-second video will run prior to every movie showing (all ratings) in every auditorium. It will also run approximately 4 times per hour on the lobby screens. NCM will provide a one-time no-charge swap of QR code.

Promotional items are non-commissionable. Special effects, customized placement, rush charges, and changes are extra. All duplication, creative services, and network implementation fees are at advertiser's expense. Fulfillment costs are estimated and final costs may vary.

Onscreen Campaign will be scheduled to run in all locations for the dates included on the proposal and associated impressions provided are an estimate, subject to change and not guaranteed.

NCM has sole discretion to display the Onscreen Advertising more than once within a segment or across multiple segments of a show.

Rates are held for 5 Days from the date of this proposal.

All inventory is subject to availability at the time of order.

This plan is incorporated into any purchase or insertion order, if applicable.

Creative/Media Services Fees	\$0.00
Production Services Fees	\$0.00
Total Fees Due	\$16,400.00

Advertiser agrees to purchase the Advertising and other services described in this Order, which is subject to the terms of this agreement including the Additional terms on page 3 this Exhibit A.

Advertiser Signature:

Date: National CineMedia, LLC

DocuSigned by:
Haylie Scruggs
15332C8A07F9461...

Date:
7/25/2024 | 2:0

1. NCM Services. Subject to Advertiser's compliance with this Agreement, NCM will use commercially reasonable efforts to cause the advertising identified in the Order ("**Advertising**") to be displayed as specified in the Order. Inventory for Advertising placement is subject to availability, and NCM may substitute inventory, screens, showings, and ratings in NCM's reasonable discretion upon notice to Advertiser. NCM does not make any representations or warranties regarding number of impressions for Advertising not sold on an impression basis. For Advertising sold on an impression basis, NCM shall deliver Advertising based on the total number of impressions set forth in the Order. Exact timing of Advertising display or impressions over the course of any Advertising campaign may vary from estimates due to actual movie attendance, among other factors.

2. In-Theatre Advertising and Promotions. In-theatre Advertising will be displayed on movie auditorium screens or on the lobby entertainment network. In-theatre Advertising that is not sold on an impression basis will be displayed each week on a per screen or per theatre basis and will be deemed to be delivered by NCM if it is displayed in a majority of showings on a single screen or in a single theatre during the applicable week. Timing of theatre lighting is outside of NCM's control. All materials to be distributed to theatre patrons by or on behalf of Advertiser, including lobby promotional material ("**Promotional Materials**"), will be delivered to locations at Advertiser's sole expense, with Advertiser bearing all risk of loss. Final placement of Promotional Materials is determined by theatre management. NCM may, in its discretion, (i) delay the distribution of Promotional Materials, or (ii) require Promotional Materials to include disclaimers provided by NCM or its location or media providers.

5. Content.

5.1 Advertiser Content. The Advertising, Promotional Materials, and all information, data, text, photographs, videos, names, images, likenesses, voiceovers, music, audio, calls to action, trademarks, and other content provided by or for Advertiser ("**Advertiser Content**") is subject to (a) the procedures, specifications, guidelines, and deadlines at <http://adspecs.ncm.com> or otherwise provided by NCM or its location or media providers, (b) all restrictions and limitations imposed by law, rule, or regulation (including self-regulatory rules and guidelines) or by any third party, and (c) prior and on-going approval by NCM and its location and media providers. NCM or any location or media provider may reject or elect not to display any Advertising at any location or in any medium where the Advertising would not be appropriate (e.g., before any motion picture with a particular movie rating) or not permitted. If any Advertising is rejected, Advertiser will promptly replace the Advertising with Advertising acceptable to NCM and its location and media providers so as not to delay the schedule for display of the Advertising. NCM reserves the right to make changes to Advertiser Content to conform with technical specifications. NCM has no obligation to review any Advertiser Content for compliance with this Agreement or any content restrictions or limitations imposed by law, rule, or regulation (including self-regulatory rules and guidelines) or by any third party. Except for NCM Content, all Advertising provided by Advertiser is and will remain the sole and exclusive property of Advertiser, and except as otherwise provided in this Agreement, NCM receives no rights or licenses in or to any Advertising. Advertiser grants to NCM and its location and media providers the right to use, reproduce, distribute, display, perform, and modify (collectively, "**Use**") the Advertising, Advertiser Content, and Promotional Materials, as necessary or appropriate, for the performance by NCM and its location and media providers of their obligations relating to this Agreement and for promotion of NCM's business.

5.2 NCM Content. All materials, content, reports, information, and data prepared or provided by NCM under this Agreement ("**NCM Content**") is and will remain the sole and exclusive property of NCM or its licensors, and except as may otherwise be provided through a separate agreement (e.g., a creative license that is subject to a separate fee paid by Advertiser to NCM), Advertiser receives no rights or licenses in or to any NCM Content.

6. Representations and Warranties. NCM represents and warrants that NCM has the legal right and authority to enter into and provide the NCM Services under the Agreement. Advertiser represents and warrants that: (a) Advertiser (or the agency or media buyer entering into this Agreement on behalf of Advertiser) has the legal right and authority to enter into and perform its obligations under the Agreement; (b) Advertiser has obtained all rights, authorizations, consents, licenses, and clearances (collectively, "**Licenses**") necessary to enable NCM and its location and media providers to Use the Advertising, Advertiser Content, and Promotional Materials and to perform the obligations under this Agreement; (c) all information and data provided to NCM in connection with this Agreement is correct and current; (d) Advertiser will not collect any personal information or transfer such information to any third party, without the prior written approval of NCM; (e) the Advertising and Advertiser Content do not contain any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, information, or property of another; (f) the Advertising, Advertiser Content, and Promotional Materials (i) are not in any way pornographic, obscene, abusive, threatening, indecent, vulgar, defamatory, disparaging, harassing, or otherwise objectionable, (ii) do not violate applicable laws, rules, or regulations (including self-regulatory rules and guidelines), and (iii) do not infringe, violate, or misappropriate any third party copyright, patent, trademark, trade secret, right of privacy or publicity, or any other intellectual property or proprietary right; (g) the Advertising, Advertiser Content, and Promotional Materials are not unfair or deceptive; and (h) the Advertising, Advertiser Content, and Promotional Materials are free from defects.