



June 13, 2019

2019 AAA Child Passenger Safety (CPS) Donation Program

Dear Emiko Torres,

AAA Northern California, Nevada & Utah ("AAA"), is pleased to offer County of Monterey ("Grantee") a financial donation (the "Financial Grant") as set forth in this Donation Summary. To accept AAA's offer, you must first agree to use the Financial Grant in accordance with the Program Terms attached hereto. Please review and sign the attached Program Terms and return via email on or before **July 12, 2019**.

Donation Summary

Donation Recipient ("Grantee"):	County of Monterey 1441 Schilling Place 1st Floor South Health Department Public Health Salinas, CA 93901
Value Amount of Donation:	\$1,000 for Car Seats/Booster Seats \$1,000 for Car Seat Checkup Event(s)
Distribution Purpose:	To be distributed in accordance with the Program Terms for the 2019 AAA Child Passenger Safety (CPS) Donation Program.

For additional questions about the donation program, please contact Traffic.Safety@goAAA.com

Sincerely,

Casey Brennan
Director of Community Impact & Public Relations



2019 AAA Child Passenger Safety (CPS) Donation Program

Program Terms

These Program Terms govern the 2019 AAA Child Passenger Safety (CPS) Donation Program ("Program") and the receipt by Grantee of the Financial Grant described in the Donation Summary. The Program provides a financial contribution to eligible nonprofits and community groups (each, a "Grantee") located in Alaska, Arizona, Montana, Northern California, Nevada, Utah and Wyoming. The Financial Grant must be used in 2019 for purchase of car seats and/or for car seat checkup event(s). In consideration of the donation of the Financial Grant, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantee hereby agrees to comply with the following Program Terms.

Program Eligibility:

- Grantee is a nonprofit or community group that has an established CPS Program.
- A completed W-9 tax identification form has been submitted at the time of acceptance of these Program Terms.
- Grantee is headquartered in and serves the communities within one or more of the following states: Alaska, Arizona, Montana, Northern California, Nevada, Utah or Wyoming.
- Grantee's CPS program must benefit underserved families that are otherwise unable to afford to purchase a child safety seat.

Donation Guidelines: The following guidelines detail AAA's expectations of Grantee in relation to this Program. Failure to do so may disqualify Grantee from participation in future Programs.

- If the Financial Grant is used to purchase car seats for underserved families, Grantee agrees to distribute all car seats free of charge to eligible families by December 13, 2019. Every car seat donated must also include a car seat inspection to be conducted at the time of the donation.
- If the Financial Grant is used to purchase car seats, Grantee agrees to donate only one car seat per child, and only distribute the car seat if the child or pregnant mother is present. (However, multiple car seats may be donated to the same family with multiple children, as long as all children who would utilize the car seats are present at the time of donation). Grantee agrees to have a nationally certified Child Passenger Safety Technician conduct a car seat inspection with the recipients of any car seat.
- If the Financial Grant is used to purchase car seats, Grantee agrees to distribute the AAA educational brochure ("Brochure") along with each donated car seat as supplemental educational information.
- If the Financial Grant is used for car seat checkup event(s), Grantee agrees to use the Financial Grant for car seat checkup event-related expenses only, such as event promotion, technician supplies, event supplies, permits, etc. Grantee agrees to hold the event(s) by December 13, 2019.
- Grantee shall submit a monthly report to AAA via an online form.



The monthly report must be submitted by the 7th of every month and includes, but is not limited to:

- The number of car seats distributed for the reporting period.
- The number of car seat inspections completed at checkup event(s) for the reporting period.
 - Note: A completion receipt will be sent after completing each monthly report, which Grantee should retain for Grantee's records.

Grant of Rights and Other Obligations

- Grantee hereby grants AAA a non-exclusive, royalty-free, sub-licensable right and license to use the Grantee name, logo and tagline (collectively, the "Grantee Trademarks") and any beneficiary story or anecdote shared by Grantee to AAA (i) in any and all media whether now existing or hereinafter invented, including, without limitation, AAA's website, social media, press releases, annual reports, advertising, marketing and promotion materials in connection with the Program and (ii) to identify Grantee as a participant in the Program. All uses of the Grantee Trademarks during will be approved by Grantee prior to printing, distribution or promotion. Grantee will be given three (3) days to review and approve use of the Grantee Trademarks, such approval not to be unreasonably withheld or delayed.
- If the Financial Grant is used to purchase car seats, Grantee agrees to use good faith efforts to partner with AAA for at least one (1) Child Passenger Safety checkup event in 2019. Frequency and dates of such events are evaluated on a case-by-case basis, and the Grantee must submit event details via an online form. Grantee agrees to notify AAA at least 30 days in advance.
- If the Financial Grant is used for car seat checkup event(s), Grantee organization agrees to feature AAA as an event sponsor and will work with AAA Community Impact team to coordinate promotional outreach and mobilize AAA CPS technician volunteers. The Grantee must submit event details via an online form. Grantee agrees to notify AAA at least 30 days in advance of the event.

REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; LIMITATION OF LIABILITY

- Grantee represents and warrants that: (i) Grantee exclusively owns all rights in and to the Grantee Trademarks and personal story and has the right to license them as described herein, (ii) AAA's use of the Trademarks and personal story in accordance with these Program Terms will in no way infringe upon the rights of any third party and (ii) Grantee is in compliance with all applicable laws, rules and regulations, including, without limitation, those requiring the registration, reporting or licensing of charitable organizations, charitable sales promotion or other similar requirements relating to the subject matter of



these Program Terms. Each party represents and warrants that it has the right, power, and authority to enter into these Program Terms and grant the rights and benefits herein described and satisfy the obligations hereunder.

- Grantee agrees to indemnify, defend and hold harmless AAA from any loss, cost, damage or expense to the extent arising out of or relating to Grantee's breach of these Program Terms or the foregoing representations and warranties.

GENERAL

Nothing set forth herein shall be interpreted to deem Grantee and AAA as agents of one another or to establish a partnership or joint venture. This Agreement shall be governed by, and construed under, the laws of the State of California without reference to conflicts of law principles that would result in the application of the laws of a State other than California. These Program Terms and Donation Summary represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision can be waived, only by written agreement by the parties hereto.

County of Monterey

**AAA NORTHERN CALIFORNIA,
NEVADA & UTAH**

Signature:

Signature:

Name:

Name:

Elsa Jimenez


Title:

Title:

Director of Health

Date:

Date:

APPROVED AS TO FORM

 COUNTY COUNSEL
 COUNTY OF MONTEREY

Reviewed as to fiscal provisions

 Auditor-Controller
 County of Monterey 01/19/19