

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/08/2021

Contract/Lease Control #: C20-2954-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: EMERALD COAST SCIENCE CENTER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2021

Description of: EMERALD COAST SCIENCE CENTER

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed: October 8, 2021

Cc: BCC RECORDS

2 0200968

**CONTRACT CLOSE-OUT CHECKLIST**  
(To Be Prepared by the Contracts & Lease Coordinator)

**DATE:** September 24, 2021

**TO:** Finance Department

**SUBJECT:** Contract No. C20-2954-TDD

**MANAGING DEPARTMENT:** TDD

**CONTRACTOR'S NAME:** EMERALD COAST SCIENCE CENTER

**PROJECT TITLE:** EDUCATING & ENTERTAINING THE PUBLIC

The attached has met the final payment contract requirement in subject contract.

	<b>Yes</b>	<b>No</b>	
1. Final Invoice	<b>X</b>		
2. Completed Contract/Lease Payment Approval Form	<b>X</b>		
3. Close-Out Documents	<b>Yes</b>	<b>No</b>	<b>N/A</b>
a. Signed Release of Lien			<b>X</b>
b. Proof of Completion Advertisement			<b>X</b>
c. Certificate of Insurance			<b>X</b>
d. Consent of Surety to Final Payment			<b>X</b>
e. Proof of Performance/Payment Bond Continuation 12 Months Following Final Payment			<b>X</b>
f. Grants approval/signature			<b>X</b>
4. Remarks			

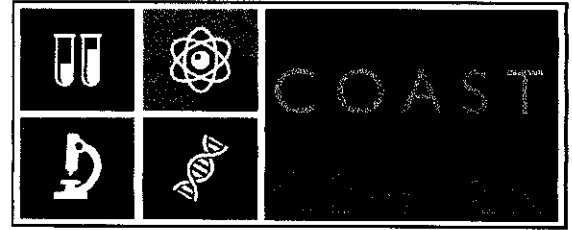
**Faye Douglas** Digitally signed by Faye Douglas  
Date: 2021.09.21 08:11:41 -05'00'

OMB DIRECTOR

DATE

**Emerald Coast Science Center**  
 31 Memorial Pkwy SW  
 Fort Walton Beach, FL 32548  
 US  
 850-664-1261  
 lisa@ecscience.org  
 www.ecscience.org

**Invoice 1069**



**BILL TO**

Okaloosa County Tourist  
 Development Dep.  
 Lianne Clark  
 Emerald Coast Convention &  
 Visitors Bureau  
 1540 Miracle Strip Pkwy. SE,  
 Fort Walton Beach, FL 32548

DATE  
 09/01/2021

PLEASE PAY  
**\$1,578.00**

DUE DATE  
 10/01/2021

**Aleis Tusa**

Digitally signed by Aleis  
 Tusa  
 Date: 2021.09.16  
 15:18:18 -05'00'

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>TDC Grant</b>	VPS Baggage Claim Ad courtesy of TDC--4 Quarterly Payments 10/28/2020-1/1/21	0	1,380.00	0.00
	<b>TDC Grant</b>	VPS Baggage Claim Ad courtesy of TDC--4 Quarterly Payments 1/2/21-3/25/21	0	1,426.00	0.00
	<b>TDC Grant</b>	VPS Baggage Claim Ad courtesy of TDC--4 Quarterly Payments 3/26/21-6/17/21	0	1,449.00	0.00
	<b>TDC Grant</b>	VPS Baggage Claim Ad courtesy of TDC--4 Quarterly Payments 6/18/21-9/9/21	1	1,449.00	1,449.00
	<b>TDC Grant</b>	Waze ads courtesy of TDC-- 8/1- 8/31/21 Contact #: C21-2954-TDD FINAL INVOICE FOR GRANT PERIOD FROM 10/20-9/21	1	129.00	129.00

TOTAL DUE

**\$1,578.00**

THANK YOU.

**Emerald Coast Science Center Reimbursement Request**

Invoice Number: 1069      Total TDC funds requested for this invoice: **\$1,578.00**  
 Invoice Date: 9/10/2021  
 Invoice period: 06/18-9/9/2021  
 Contact #: C21-2954-TDD

Project Description	Annual Estimated Expenditure	Invoiced Amount	TDC Funds Requested	Date Paid	Payment Method	Company Paid	Notes
<b>Advertising</b>	<i>\$11,020</i>						
		\$129.00	\$129.00	9/1/2021	Credit Card	Waze	Waze ads from 7/1-7/31/21
		\$1,449.00	\$1,449.00	7/9/2021	Credit Card	Clear Channel	VPS ad from 6/18-9/9/2021

*FINAL INVOICE FOR GRANT PERIOD FROM October 2020- September 2021*

## Lianne Clark

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**From:** Kate Fox <kate@ecscience.org>  
**Sent:** Friday, September 10, 2021 9:15 AM  
**To:** Lianne Clark; lisa Parkinson  
**Subject:** Re: Final grant invoice

Yes it does. Thank you!

On Fri, Sep 10, 2021, 9:14 AM Lianne Clark <lclark@myokaloosa.com> wrote:

Safe travels.

This closes out the fiscal year yes?

Thanks

**From:** Kate Fox <kate@ecscience.org>  
**Sent:** Friday, September 10, 2021 9:00 AM  
**To:** Lianne Clark <lclark@myokaloosa.com>; lisa Parkinson <lisa@ecscience.org>  
**Subject:** Final grant invoice

Hi Lianne,

I've got our final invoice for this grant period attached. Please let me know if you need anything else--I am traveling so I've cc-ed Lisa on this email if there's an urgent change needed. Much appreciated!!

--

**Sincerely,**

**Kate Fox** (she/her)

Development Coordinator

Emerald Coast Science Center

CONTRACT#: C20-2954-TDD  
EMERALD COAST SCIENCE CENTER  
EDUCATING & ENTERTAINING THE PUBLIC  
EXPIRES: 09/30/2021

**AGREEMENT FOR  
EMERALD COAST SCIENCE CENTER PROJECTS**

This AGREEMENT (the "Agreement") is made and entered into on the effective date below by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and EMERALD COAST SCIENCE CENTER, a 501(c)(3) non-profit organization (the "Center").

**WHEREAS**, the County finds that educating and entertaining the public is an essential component of promoting the sub-county taxing district as a tourist destination; and

**WHEREAS**, Center exhibits meaningfully engage the needs and interests of our visitors; and

**WHEREAS**, the Center has the qualifications, experience and resources to provide such services; and

**WHEREAS**, the County determines it would be in the best interest of its visitors to support the Center for the purposes set forth herein.

**NOW, THEREFORE**, in consideration of the above and mutual covenants contained herein, the County and the Center agree as follows:

**Section 1. Recitals.** The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

**Section 2. Scope of Services.** The Center shall undertake the Projects as set forth in EXHIBIT A attached hereto and incorporated by reference.

The Center shall acknowledge funding provided by Okaloosa County tourist development taxes alongside exhibits and prominently place the Okaloosa County tourist development logo ("Logo") on marketing and advertising materials used to provide services under this Agreement. Additionally, the Center agrees to work with the County to enhance marketing efforts of the sub-county taxing district. Such marketing efforts may include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

Statistical information, including but not limited to, visitor demographics, gift shop sales, website traffic and social media engagement shall be provided to the County within 15 calendar days of each quarter end (i.e. January 15, April 15, July 15, October 15)

**Section 3. Compensation and Invoices.** The County agrees to reimburse the Center an amount not to exceed TWENTY TWO THOUSAND DOLLARS (\$22,000.00) for actual costs and expenses incurred pursuant to the Scope of Services as set forth in EXHIBIT A.

Reimbursement shall be paid to Center after expenses have been incurred and upon receipt of an invoice. Invoicing detail shall be in sufficient detail for pre- and post-audit review to insure the services were performed and that the correct amount has been invoiced. Invoices shall include backup documentation detailing expenditure transactions, including but not limited to transaction date, vendor name, and purpose of transaction. Invoices shall be itemized such

that the description of services performed is consistent with the description of expenses as set forth in EXHIBIT A.

The Center is authorized to shift expenses between line items so long as the total annual amount is not exceeded. Failure to provide the requisite documentation for payment by September 30, 2021 shall result in forfeiture of County funds.

Reimbursement may be reduced as necessary in the event of a storm or other occurrence that results in decreased visitation and consequently a significant decrease in tourist development tax revenue.

In the event a portion of an invoice submitted to the County for payment to the Center, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

This Agreement is for one-time projects and there is no continuing obligation by the County to provide such funds in the future.

*If County funds are provided for reimbursement of the purchase of a capital item – “capital item” means property of a non-consumable nature with a value of \$1,000 or more and normal expected life of one (1) year or more – then the proceeds from subsequent disposal of such capital item (e.g. sale, trade-in, auction) shall be refunded to the County. The County shall retain the right of first refusal prior to the Center’s disposal of any capital item funded by tourist development tax dollars.*

**Section 4. Non-Appropriation of Funds.** Notwithstanding anything contained in this Agreement to the contrary, in the event the funds appropriated by the County through the Tourist Development Department are insufficient to pay the costs of this Agreement, the Agreement shall terminate on the last fiscal quarter period for which appropriations were received, without penalty or expense to the County of any kind whatsoever. The County will immediately notify the Center of such occurrence. Notwithstanding the foregoing, the restrictive covenants of this paragraph are limited to the Okaloosa County Tourist Development Council Trust Fund and nothing herein shall be applied to the General Fund or any other special fund controlled by the County.

**Section 5. Independent Contractor.** It is mutually agreed that the Center is and shall remain an independent contractor and is not an employee or agent of the County.

**Section 6. Effective Date and Term of Agreement.** This Agreement shall be effective on October 1, 2020 and shall remain in effect until final payment is made.

**Section 7. Termination.** Either party may terminate this Agreement by giving thirty (30) days’ written notice to the other party of its intent to terminate this Agreement.

**Section 8. Audit.** The County shall have the right from time to time at its sole expense to audit the compliance by the Center with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

**Section 9. Public Records.** The Center shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by the Center in conjunction with this Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**Section 10. Indemnification & Insurance.** To the fullest extent permitted by law, the Center shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Center and other persons employed or utilized by the Center in the performance of this Agreement.

Center shall furnish the County with Certificates of Insurance. The certificate holder shall be as follows:

Okaloosa County  
5479A Old Bethel Road  
Crestview, Florida 32536

Okaloosa County will be added as Additional Insured on all policies, except workers compensation. All policies, including workers compensation, will have a waiver of subrogation. The insurance required shall be written for not less than the following limits unless law requires higher amounts:



1. Workers Compensation
  - a) State Statutory
  - b) Employers Liability \$500,000 each accident
2. Business Automobile \$1 million each occurrence  
(Combined Single Limit)
3. Commercial General Insurance \$1 million each occurrence  
(Combined Single Limit)
4. Professional Liability \$1 million each occurrence  
(Combined Single Limit)
5. Personal Injury and Advertising \$1 million each occurrence  
(Combined Single Limit)

**Section 11. Entire Agreement.** This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.

**Section 12. Legal Fees.** If any legal action is brought by either party relating to this Agreement, the prevailing party shall be entitled to reimbursement by the other party of its reasonable attorneys' fees and costs.

**Section 13. Governing Law and Venue.** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

**Section 14. Severability.** If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

**Section 15. Federal Requirements.** During the performance of this Agreement, the parties shall comply with the Federal Regulations as set forth in Exhibit B. Exhibit B is expressly incorporated herein as part of the contract.

**IN WITNESS WHEREOF,** the parties hereto, by and through the undersigned, have entered into this Agreement.

**EMERALD COAST SCIENCE CENTER**

By: *Diane Fraser*  
Diane Fraser, Director

Date: 8/11/2020

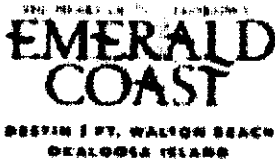
**OKALOOSA COUNTY, FLORIDA**

By: *Jeffrey A Hyde*  
Jeff Hyde, Purchasing Manager

Date: 08/11/2020

**EXHIBIT A**

**SCOPE OF SERVICES**



**Okaloosa County Tourist Development Department  
Operational & Capital Funding Request (Annual Deadline: April 15)**

This form is to be used for all operational and capital requests for tourist development tax funding to facilitate the review and approval process. This form must be completed in its entirety in order for the funding request to be presented to the Tourist Development Council for consideration. Supplemental information may be provided, but summary information must be provided in each section of this form.

**ORGANIZATION INFORMATION:**

Name: Emerald Coast Science Center  
Tax ID: 94-087104  
Contact Person: Dean Prewitt Title: Executive Director  
Phone: 904-981-1341 Email: dean@emeraldcoast.org  
Street Address: 31 9th Avenue West City/ST/Zip: Fort Walton Beach, FL 32940  
Briefly describe the organization: ECSC is a STEM education center and museum with educational programs in Okaloosa and the surrounding county schools. Our mission is to inspire and grow a scientifically engaged community. Our hands-on museum is open 6 days a week during peak season and offers a unique education for visitors in Okaloosa County.

**FUNDING REQUEST INFORMATION:**

Describe the funding request in detail. Attach pictures or any other supporting documentation.  
With the aid of the Okaloosa Tourist Development Council, the Emerald Coast Science Center (ECSC) aims to create and promote activities that would allow guests to interact and experience hands-on, thought-provoking fun through heavily used interactive exhibits, educational centers, and hands-on fun for the families that they can follow to create our region, wildlife, and families come join us. "Fun Family Funerals," would be an interactive exhibit that allows guests to learn more about our culture, their health, and conservation efforts that would allow guests to the various regions that visit to the location and have an educational or enlightening experience. Although exploring how to help our region in our local communities would also be included. Secondly, for our Florida Geographic exhibit area that includes other exhibits funded by the TDC, including our On-Point exhibit area, we will be able to create more exhibits, and interactive geographic area, as well as programs to improve or protect the health of existing exhibits and create into the exhibit area's floor, giving visitors unique look at how their actions can impact the environment with interactive games and fun, interactive fun of being able to wear virtual reality. Previous TDC funding allowed the purchase of an X-Box Kinect sensor that allowed the company to interact guests with a feeling of being interactive, and this second program would allow us to continue this throughout the entire year for our guests. ECSC is always eager to continue better funding opportunities via the Okaloosa Beach Regional Airport and through both print and digital media platforms. The Okaloosa Beach Regional Airport media allows our visitors to interact directly, and advertising within it has helped ECSC in reaching with us every tourist destination of Okaloosa in our area. Our current (last 1-month) TV audience reached by 60% in March 2019 (with advertisement) over January 2018 (without advertisement). ECSC would like to continue to be featured in baggage claim, show arriving traffic typically spends 15-20 minutes of dwell time. By advertising with the airport, ECSC could essentially continue keeping the number of visitors drawn into the center for Clear Channel's long-term run. An ad campaign with a focus on digital through other strategic locations on Hwy 90 would boost awareness of ECSC outside the immediate area, also using as a benefit in providing a visit to our region. In tandem with these ads, ECSC would also like to advertise on the Waze driving and traffic app, allowing us to reach guests throughout our destination.

Describe how the funding request promotes tourism within the sub-county taxing district.  
Being one of the few established science centers in the area, it is crucial that ECSC is able to provide hands-on, interactive experiences with visitors via exhibits and programming. ECSC is part of the Association of Science and Technology Centers (ASTC), and with the ASTC Travel Program, visitors that hold membership at over 100 other museums in the US are given the advantage into our center. This program draws guests from regions across the country to our facilities. We regularly have ASTC members visit the center, but past ASTC members have during Spring Break and summer recess. Our peak season visitors continue to increase, up 40% from 2018 to 2019 season. On average, we see over 7,000 visitors in summer and fall, 20,000 annually, many of whom are visitors to our region. We also further promote tourism in the county continuing to partner with several area hotels to provide special rates throughout our destination.



## **Exhibit B**

### **Title VI Clauses for Compliance with Nondiscrimination Requirements**

#### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

##### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;

- b. **Verify all new employees.** Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. **Verify employees assigned to the contract.** For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) **If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of**
- a. **All new employees.**
    - i. **Enrolled ninety (90) calendar days or more.** The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. **Enrolled less than ninety (90) calendar days.** Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. **Employees assigned to the contract.** For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) **If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.**
- (4) **Option to verify employment eligibility of all employees.** The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27,

2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

**Subcontracts.** The Contractor shall include the requirements of this clause, including this paragraph 6 (appropriately modified for identification of the parties in each subcontract that-



- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or  
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

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## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/11/2020

Contract/Lease Control #: C20-2954-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: EMERALD COAST SCIENCE CENTER

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2021

Description of: EDUCATING & ENTERTAINING THE PUBLIC

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-651-7131

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: \_\_\_\_\_ Tracking Number: 406320

Procurement/Contractor/Lessee Name: Emerald Coast Science Rigor Grant Funded: YES \_\_\_ NO

Purpose: educating/entertaining public

Date/Term: upm final payment

Department #: 1172

Account #: 582703

Amount: 22,000.00

Department: TRP Dept. Monitor Name: adams

1.  GREATER THAN \$100,000  
2.  GREATER THAN \$50,000  
3.  \$50,000 OR LESS

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

[Signature] Date: 6-21-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr

**2CFR Compliance Review (if required)**

Approved as written: no Federal bid Grant Name: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_  
Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached Date: 6-24-2020  
\_\_\_\_\_ Edith Gibson or Karen Donaldson  
Risk Manager or designee

**County Attorney Review**

Approved as written: see email attached Date: 6-25-2020  
\_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee  
County Attorney

**Department Funding Review**

Department funding confirmed: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

---

**From:** Lisa Price  
**Sent:** Wednesday, June 24, 2020 8:50 AM  
**To:** DeRita Mason  
**Subject:** FW: FY21 outside agency contracts  
**Attachments:** FY21 DHFM Funding.doc; FY21 ECSC Funding.doc; FY21 HPCC Funding.doc; FY21 Destin Chamber Contract.doc; FY21 FWB Chamber Contract.doc; FY21 Landing Amendment 1.doc

FY21 DHFM Funding is approved for insurance purposes.

FY21 ECSC Funding is approved for insurance purposes.

FY21 HPCC Funding is approved, no insurance element.

FY21 Destin Chamber Contract is approved for insurance purposes.

FY21 FWB Chamber Contract is approved for insurance purposes.

FY21 Landing Amendment is approved, no insurance element.

Thank you!

Lisa Price  
Public Records & Contracts Specialist  
302 N Wilson Street, Suite 301  
Crestview, FL. 32536  
(850) 689-5979  
[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)



*Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.*

---

**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Wednesday, June 24, 2020 8:11 AM  
**To:** 'Parsons, Kerry' <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Karen Donaldson <[kdonaldson@myokaloosa.com](mailto:kdonaldson@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: FY21 outside agency contracts

All please review and approve the attached contracts/amendments.

Thank you,

DeRita Mason

## DeRita Mason

---

**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Thursday, June 25, 2020 2:48 PM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara; Karen Donaldson; Lisa Price  
**Subject:** RE: FY21 outside agency contracts

These are approved for legal purposes.

**Kerry A. Parsons, Esq.**

**Nabors  
Giblin &  
Nickerson**  
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[Kparsons@ngn-tally.com](mailto:Kparsons@ngn-tally.com)

*The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!*

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, June 24, 2020 9:11 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>  
**Subject:** FW: FY21 outside agency contracts

All please review and approve the attached contracts/amendments.

Thank you,

DeRita Mason



DeRita Mason  
Contracts and Lease Coordinator  
Okaloosa County Purchasing Department

CONTRACT#: C20-2954-TDD  
EMERALD COAST SCIENCE CENTER  
EDUCATING & ENTERTAINING THE PUBLIC  
EXPIRES: 09/30/2021

**AGREEMENT FOR  
EMERALD COAST SCIENCE CENTER PROJECTS**

This AGREEMENT (the "Agreement") is made and entered into on the effective date below by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and EMERALD COAST SCIENCE CENTER, a 501(c)(3) non-profit organization (the "Center").

**WHEREAS**, the County finds that educating and entertaining the public is an essential component of promoting the sub-county taxing district as a tourist destination; and

**WHEREAS**, Center exhibits meaningfully engage the needs and interests of our visitors; and

**WHEREAS**, the Center has the qualifications, experience and resources to provide such services; and

**WHEREAS**, the County determines it would be in the best interest of its visitors to support the Center for the purposes set forth herein.

**NOW, THEREFORE**, in consideration of the above and mutual covenants contained herein, the County and the Center agree as follows:

**Section 1. Recitals.** The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

**Section 2. Scope of Services.** The Center shall undertake the Projects as set forth in EXHIBIT A attached hereto and incorporated by reference.

The Center shall acknowledge funding provided by Okaloosa County tourist development taxes alongside exhibits and prominently place the Okaloosa County tourist development logo ("Logo") on marketing and advertising materials used to provide services under this Agreement. Additionally, the Center agrees to work with the County to enhance marketing efforts of the sub-county taxing district. Such marketing efforts may include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

Statistical information, including but not limited to, visitor demographics, gift shop sales, website traffic and social media engagement shall be provided to the County within 15 calendar days of each quarter end (i.e. January 15, April 15, July 15, October 15)

**Section 3. Compensation and Invoices.** The County agrees to reimburse the Center an amount not to exceed TWENTY TWO THOUSAND DOLLARS (\$22,000.00) for actual costs and expenses incurred pursuant to the Scope of Services as set forth in EXHIBIT A.

Reimbursement shall be paid to Center after expenses have been incurred and upon receipt of an invoice. Invoicing detail shall be in sufficient detail for pre- and post-audit review to insure the services were performed and that the correct amount has been invoiced. Invoices shall include backup documentation detailing expenditure transactions, including but not limited to transaction date, vendor name, and purpose of transaction. Invoices shall be itemized such

that the description of services performed is consistent with the description of expenses as set forth in EXHIBIT A.

The Center is authorized to shift expenses between line items so long as the total annual amount is not exceeded. Failure to provide the requisite documentation for payment by September 30, 2021 shall result in forfeiture of County funds.

Reimbursement may be reduced as necessary in the event of a storm or other occurrence that results in decreased visitation and consequently a significant decrease in tourist development tax revenue.

In the event a portion of an invoice submitted to the County for payment to the Center, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

This Agreement is for one-time projects and there is no continuing obligation by the County to provide such funds in the future.

*If County funds are provided for reimbursement of the purchase of a capital item – “capital item” means property of a non-consumable nature with a value of \$1,000 or more and normal expected life of one (1) year or more – then the proceeds from subsequent disposal of such capital item (e.g. sale, trade-in, auction) shall be refunded to the County. The County shall retain the right of first refusal prior to the Center’s disposal of any capital item funded by tourist development tax dollars.*

**Section 4. Non-Appropriation of Funds.** Notwithstanding anything contained in this Agreement to the contrary, in the event the funds appropriated by the County through the Tourist Development Department are insufficient to pay the costs of this Agreement, the Agreement shall terminate on the last fiscal quarter period for which appropriations were received, without penalty or expense to the County of any kind whatsoever. The County will immediately notify the Center of such occurrence. Notwithstanding the foregoing, the restrictive covenants of this paragraph are limited to the Okaloosa County Tourist Development Council Trust Fund and nothing herein shall be applied to the General Fund or any other special fund controlled by the County.

**Section 5. Independent Contractor.** It is mutually agreed that the Center is and shall remain an independent contractor and is not an employee or agent of the County.

**Section 6. Effective Date and Term of Agreement.** This Agreement shall be effective on October 1, 2020 and shall remain in effect until final payment is made.

**Section 7. Termination.** Either party may terminate this Agreement by giving thirty (30) days’ written notice to the other party of its intent to terminate this Agreement.

**Section 8. Audit.** The County shall have the right from time to time at its sole expense to audit the compliance by the Center with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

**Section 9. Public Records.** The Center shall allow public access to all documents, records and other materials, subject to the provisions of Chapter 119, Florida Statutes, prepared or received by the Center in conjunction with this Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.**

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**Section 10. Indemnification & Insurance.** To the fullest extent permitted by law, the Center shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Center and other persons employed or utilized by the Center in the performance of this Agreement.

Center shall furnish the County with Certificates of Insurance. The certificate holder shall be as follows:

Okaloosa County  
5479A Old Bethel Road  
Crestview, Florida 32536

Okaloosa County will be added as Additional Insured on all policies, except workers compensation. All policies, including workers compensation, will have a waiver of subrogation. The insurance required shall be written for not less than the following limits unless law requires higher amounts:



- |   |                             |
|---|-----------------------------|
| 1. Workers Compensation                                       |                             |
| a) State  | Statutory                   |
| b) Employers Liability  | \$500,000 each accident     |
| 2. Business Automobile<br>(Combined Single Limit)             | \$1 million each occurrence |
| 3. Commercial General Insurance<br>(Combined Single Limit)    | \$1 million each occurrence |
| 4. Professional Liability<br>(Combined Single Limit)          | \$1 million each occurrence |
| 5. Personal Injury and Advertising<br>(Combined Single Limit) | \$1 million each occurrence |

**Section 11. Entire Agreement.** This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.

**Section 12. Legal Fees.** If any legal action is brought by either party relating to this Agreement, the prevailing party shall be entitled to reimbursement by the other party of its reasonable attorneys' fees and costs.

**Section 13. Governing Law and Venue.** The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

**Section 14. Severability.** If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

**Section 15. Federal Requirements.** During the performance of this Agreement, the parties shall comply with the Federal Regulations as set forth in Exhibit B. Exhibit B is expressly incorporated herein as part of the contract.

**IN WITNESS WHEREOF,** the parties hereto, by and through the undersigned, have entered into this Agreement.

**EMERALD COAST SCIENCE CENTER**

By: *Diane Fraser*  
Diane Fraser, Director

Date: 8/11/2020

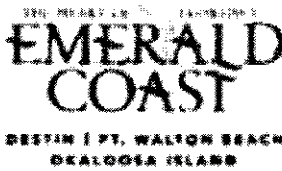
**OKALOOSA COUNTY, FLORIDA**

By: *Jeffrey A Hyde*  
Jeff Hyde, Purchasing Manager

Date: 08/11/2020

EXHIBIT A

SCOPE OF SERVICES



**Okaloosa County Tourist Development Department  
Operational & Capital Funding Request (Annual Deadline: April 18)**

This form is to be used for all operational and capital requests for tourist development tax funding to facilitate the review and approval process. This form must be completed in its entirety in order for the funding request to be presented to the Tourist Development Council for consideration. Supplemental information may be provided, but summary information must be provided in each section of this form.

ORGANIZATION INFORMATION:

Name: Emerald Coast Science Center

Tax I.D.: 96-3317934

Contact Person: Diane Fowler Title: Executive Director

Phone: 904-444-1261 Email: diane@emeraldcoast.org; info@emeraldcoast.org

Street Address: 31 9th Mile Road, Ft. Walton Beach, FL 32548 City/ST/Zip: Ft. Walton Beach, FL 32548

Briefly describe the organization: ECSC is a STEM education center and museum with educational programs in Okaloosa and the surrounding county schools. Our mission is to inspire and grow a scientifically engaged community. Our hands-on museum is open 6 days a week during peak season and offers a unique attraction for visitors in Okaloosa County.

FUNDING REQUEST INFORMATION:

Describe the funding request in detail. Attach pictures or any other supporting documentation.

With the aid of the Okaloosa County Tourist Development Council, the Emerald Coast Science Center (ECSC) aims to create and preserve exhibits that would allow guests to interact and experience hands-on, tangible learning that focuses heavily on our local conservation efforts, educating tourists and locals alike on the best practices that they can follow to protect our region, wildlife, and beaches remain pristine. "Sea Turtle Sanctuary," would be an interactive exhibit that allows guests to learn more about our turtles, their health, and conservation efforts that would allow guests to the various improve their visit to the beaches and have an educational or enlightening experience. Signage explaining how to help our turtles in our local ecosystem would also be included.

Secondly, for our Florida Inception exhibit room that includes other exhibits funded by the TDC, including our Go Fish-pool coastal ocean, Go with the Flow salt water conservation, ocean, and interactive topography, we, as a 3rd-party contractor is requested to project the outline of remaining turtles and shells onto the exhibit room's floor, giving visitors a unique look at how these creatures move underwater while also educating guests a fun, interactive fact of being water water with them. Previous TDC funding allowed the procurement of our 3rd-party contractor that allowed the necessary to increase guests with a feeling of being underwater, and this second program would allow us to increase that throughout the entire year for our guests.

ECSC is also eager to continue further-reaching advertisement opportunities via the Northwest Florida Regional Airport and through both print and digital media platforms. The Northwest Florida Regional Airport reaches almost one million customers annually, and advertising within it has aided ECSC in reaching with its ever-growing audience of travelers in our area.

Our museum (June 1-August 31) audience increased by 60% in March 2019 (with advertisements) over January 2018 (without advertisements). ECSC would like to continue to be featured at baggage claim, where arriving traffic typically spends 15-25 minutes of dwell time. By advertising with the airport, ECSC could exponentially continue boosting the number of visitors drawn into the center for Clear Channel's year-long rate. An ad campaign with a focus on digital billboards along strategic locations on Hwy 90 would boost awareness of ECSC inside the Northwest area, also acting as a benefit in attracting tourists to our region. In tandem with these ads, ECSC would also like to advertise on the Wave driving and traffic app, allowing us to reach guests beforehand on Attachment A)

Describe how the funding request promotes tourism within the sub-county taxing district.

Being one of the few world-class science centers in the area, it is crucial that ECSC is able to provide hands-on, interactive experiences with science via exhibits and programming. ECSC is part of the Association of Science and Technology Centers (ASTC), and with the ASTC Travel Passport Program, visitors that hold a membership at over 200 other museums in the US are given free admission into our center. This program draws guests from regions across the country to our district. We regularly have ASTC members visit the center, but peak ASTC visitation occurs during Spring Break and summer months. Our peak season visitors continue to increase, up 40% from 2018 to 2019 season. On average, we see over 7,000 visitors to museum and 10,000 annually, many of whom are visitors to our region. We also to further promote tourism in the area by continuing to partner with several area hotels to provide special rates (mentioned in Attachment B)

**Describe other funding methods pursued and why Tourist Development Tax funding is necessary.**

Funding from the Tourist Development Council is crucial for the Science Center and its future achievement. Past support of the Center from the TDC has helped us greatly expand our audience, vastly improve our museum, and has been a crucial component in reaching our goal to provide quality educational programming and outstanding experiences to our visitors. Essentially an entire wing of the Science Center has been made possible, improved, and given huge potential thanks to TDC funding. By providing these resources, the center has been able to positively impact thousands of guests, giving both local and visiting families the chance to learn more about our region. Without the TDC's assistance, the museum would be in a completely different place. Each year, we realize how vital this funding has been not only to achieving our mission, but to also spreading awareness to visitors about the vast resources that (mentioned on Attachment C)

Dates during which expenses will be incurred: Start Month/Year: 10/1/2020 End Month/Year: 9/30/2021

Itemize expenses requested for reimbursement. Denote what portion of the expense, if any, is funded by another source. Attach quotes or any other supporting documentation.

Expenditure Type	Detailed Description	Amount funded by tourist development tax	Amount funded by other sources	
Capital Equipment	Sea Turtle Secondary Exhibit	\$ 8,200.00		
Promotions/Advertising	Instructions and TDC-branded exhibit signage for new exhibit	\$ 250.00		
Capital Equipment	X-Ellipse stack and turtle projector	\$ 2,530.00		
Promotions/Advertising	Adapt advertising through Clear Channel at YFS	\$ 3,520.00		
Promotions/Advertising	Digital billboard ad campaign	\$ 2,200.00		
Promotions/Advertising	Water ad campaign	\$ 1,500.00		
Promotions/Advertising	Print ad campaign in On the Coast magazine	\$ 1,400.00		
-select one-				
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-select one-				
-select one-				
-select one-				
-select one-				
-select one-				
	<b>TOTAL</b>	<b>\$ 22,080.00</b>	<b>\$ 0.00</b>	<b>\$ 22,080.00</b>

Note: Item(s) may be disqualified individually without impacting other items listed.

Upon completing this funding request in its entirety, please read the following statement and affix your signature.

I am submitting this funding request on behalf of my organization and am aware that this request will be reviewed for final approval. I have completed this funding request fully and accurately, understand that all information submitted will be used to determine funding eligibility, and have not misrepresented any information contained herein.

I understand that if the funding request is approved, payment will be made on a reimbursement basis based on actual expenses incurred. While actual expenses may vary from the amounts noted on this funding request, the total dollar amount reimbursed will not exceed the total dollar amount approved. Copies of vendor invoices, proof of payment, and an invoice from my organization to the County will be required for payment.

Diane B Fraser  
Signature of Applicant

3/19/20  
Date

Diane B Fraser  
Printed Name of Applicant

## **Exhibit B**

### **Title VI Clauses for Compliance with Nondiscrimination Requirements**

#### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **E-VERIFY**

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
  - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;

- b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
  - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
    - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
    - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27,

2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
  - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-



- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or  
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

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