



**CONTRACT NUMBER
MA-299-24010676
WITH
DISCOVERY SCIENCE CENTER OF ORANGE COUNTY DBA
DISCOVERY CUBE ORANGE COUNTY
FOR
STRATEGIC MARKETING AND OUTREACH SERVICES**

THIS Contract Number MA-299-24010676 for Strategic Marketing and Outreach Services (“**Contract**”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its OC Waste & Recycling Department (“**County**”) and Discovery Science Center of Orange County dba Discovery Cube Orange County (“**Contractor**”), with County and Contractor sometimes individually referred to as “**Party**” or collectively referred to as “**Parties**.”

RECITALS

WHEREAS, Contractor and County are entering into Contract Number MA-299-24010676, for Strategic Marketing and Outreach Services, under a firm-fixed price Contract, effective March 3, 2024 through February 28, 2027 in an amount not to exceed \$2,873,334, with unused funds to be carried over from year to year; and

WHEREAS, Contractor agrees to provide Strategic Marketing and Outreach Services to the County as set forth in the Attachment A, Scope of Work; and

WHEREAS, County agrees to pay Contractor the fees as further set forth in Exhibit 1 and 2; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a Contract for Strategic Marketing and Outreach Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance, with the exception of year one Exhibit 1, Advanced Payment Fee Schedule:
- a. Exhibit 1, Advanced Payment Fee Schedule (Initial Term)
 - County shall pay the Advanced Payment Fee Schedule to Contractor thirty (30) days from the Contract Effective Start Date.
 - For each fiscal year of the Contract, any unspent fees from the previous year may be applied to Services in subsequent Contract years. Contract annual spending schedule is subject to change with mutual agreement from both parties.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for

payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to carry all require insurance at Contractor's expense, including all endoresements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 per combined single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT***.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall provide (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to: OCWRPurchasing@ocwr.ocgov.com

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the

time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

- U. **Freight:** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree

that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

- AA. Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's Project Manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Strategic Marketing and Outreach Services from Contractor as detailed in Attachment A, Scope of Work.
- 2. Renewable Annually with Concurrence:** This Contract is for a three-year term, effective March 1, 2024 through February 28, 2027. This Contract may be renewed, by mutual written agreement of both Parties for two (2) additional years. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

3. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
4. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
5. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Any unused funds shall be carried over year-to-year or refunded to the County at the expiration of this Contract.
6. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

7. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
8. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County's Project Manager, which consent shall not be unreasonably withheld.

The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to require the removal and replacement of the Contractor's Project Manager from providing services to the County under this Contract. The County's Project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within three (3) business days after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the

Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

- 9. Contractor Personnel:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
- 10. Ownership of Deliverables, Proprietary Rights, License of Rights:** The parties agree that County shall own all right, title and interest in and to any deliverables developed and delivered by Contractor to County under this Contract and included Scope of Work, referred to herein as "**Deliverables**," this includes ownership of advertising collateral created for the County by Contractor for purposes of promoting exhibit(s) prior to this Contract.

Notwithstanding the paragraphs above commencing this paragraph, all proprietary information developed specifically for County by Contractor in connection with, or resulting from, this Contract, herein referred to as "EcoChallenge Brand Elements", and including but not limited to the advertising collateral created for purposes of promoting the EcoChallenge exhibits prior to this Contract as referenced above, inventions, discoveries, improvements, trade name, trademark(s), character(s) logo(s), or other identification of the EcoChallenge, copyrights, patents, or software programs underlying the Deliverables, including Contractor's underlying materials, software, or know-how, shall remain to be the sole and exclusive property of Contractor, known herein as the "**Proprietary Rights**."

Without limiting the foregoing, Contractor hereby grants County a perpetual, non-exclusive, royalty free license in and to the Proprietary Rights of all EcoChallenge Brand Elements, to use the Proprietary Rights in connection with the use of Deliverables under this Contract, including the advertising collateral created for the County prior to this Contract, as indicated above. Unless expressly restricted in writing, County shall have the right under this Contract to use the trade name, trademark(s), character(s), logo(s) and other identification of the EcoChallenge Brand.

Both Contractor and County remain committed to using the brand in accordance with the provisions of the EcoChallenge Brand Style Guide ("Style Guide") and Cooperative Terms of Use Agreement. All uses of the EcoChallenge Brand Elements will continue to require prior approval of its use by Contractor. Contractor agrees to provide approvals in a timely manner not to exceed 3 business days of electronic receipt of requests. Contractor will not unnecessarily withhold approval of the use of these materials unreasonably. Contractor further agrees to provide monthly updates to County of all EcoChallenge Brand uses and intended uses that are known and that may also involve any potential third-party.

- 11. Use of Contractor Brand:** For purposes of supporting the Call to Action integrated within the Strategic Marketing Plan, and without limiting the foregoing, Contractor hereby grants County a perpetual, non-exclusive, royalty free limited use license in and to use the trade name and logo(s) of Discovery Science Center of Orange County ("DSC Brand") in connection with the use of Deliverables under this contract only. Unless expressly restricted in writing, County shall have the right under this agreement to use the DSC Brand trade name and logo(s). All uses of the DSC Brand will require prior approval of its use by Contractor. Contractor agrees to provide approvals in a timely manner not to exceed 3 business days of electronic receipt of requests. Contractor will not unnecessarily withhold approval of the use of these materials unreasonably.

12. Data – Title To: All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

13. Default – Equipment, Software, or Service: In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

14. Disputes – Contract:

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:

1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this

Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

15. Breach of Contract: The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Section K herein;
- b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

16. Notices: Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA) listed below, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor

Name: Discovery Science Center of
Orange County dba Discovery
Cube Orange County
Address: 2500 North Main St.
Santa Ana, CA 92705
Attn: Joe Adams
Phone: 714-913-5019
Email: jadams@discoverycube.org

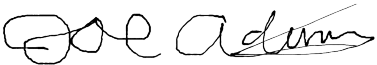
County

Name: County of Orange, OC Waste & Recycling
Address: 601 N. Ross St. 5th Floor
Santa Ana, CA 92701
Attn: Alan Araujo
Phone: 714-834-4140
Email: Alan.araujo@ocwr.ocgov.com

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

DISCOVERY SCIENCE CENTER OF ORANGE COUNTY DBA DISCOVERY CUBE ORANGE COUNTY*:

**If Contracting party is a corporation the following signature requirement applies: First (1st) signature by the Chairman of the Board, the President or any Vice President.*

Joe Adams	CEO
_____ Print Name*	_____ Title*
	12/14/2023
_____ Signature*	_____ Date*

***If Contracting party is a corporation the following signature requirement applies: Second (2nd) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

_____ Print Name**	_____ Title**
_____ Signature**	_____ Date**

***The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

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

_____ Print Name	_____ Title
_____ Signature	_____ Date

APPROVED AS TO FORM

County Counsel

By Paul Albarian

Paul Albarian, Senior Deputy

12/14/2023

Date _____

ATTACHMENT A SCOPE OF WORK

BACKGROUND

On April 18, 2006, the Board of Supervisors (Board) approved a surcharge on all self-hauled waste disposed at Orange County landfills to support AB 939 compliance of 50% waste diversion by the year 2000. At that time, the Board issued several Directives which required that all AB 939 self-haul surcharge programs and activities support our partner cities through the development of regional programs that benefit the County and all 34 cities. Regional education and outreach was identified as an important component of the Directives. As a result, OC Waste & Recycling (OCWR) initiated a partnership with Discovery Cube OC (DISCOVERY) to provide a community education and outreach program, approved by the Board in April 2009, creating the EcoChallenge exhibit and program.

EcoChallenge has become a well branded, highly visible outreach program supporting the waste diversion education goals as required by the AB 939 surcharge. Over the years, OC Waste & Recycling has continued growing the outreach program to evolve with newer waste diversion legislation including AB 341 (Mandatory Commercial Recycling), AB 1826 (Mandatory Commercial Organics Recycling) and most recently, SB 1383 (Organics Diversion and Edible Food Recovery). This marketing and education Contract allows DISCOVERY and OCWR to continue regional education in support of critical SB 1383 rollout and enforcement, update messaging with further clarity, modify older exhibit technology and software, and to expand educational programming inside and outside of the exhibits to further reach families, classrooms, after school programs and non-profit organizations.

GOALS AND OBJECTIVES

This Contract between DISCOVERY and OCWR establishes the educational outreach, marketing and exhibit support with the following goal:

- Support the most updated and current waste diversion educational mandates by educating families about new organics recycling, why it's important and how their role plays an important part in the recycle chain and preserving valuable resources.

This plan will:

- Update long-term EcoChallenge exhibit technology and programs where most needed to align with CalRecycle's educational requirements for current legislation;
- Expand EcoChallenge programming to target increased classrooms through field trips, after school programs and non-profit organizations in order to reach families beyond the Cube;
- Add new messaging and metrics opportunities to further measure and evaluate program success, reach and desired outcomes.

Task 1: Discovery Cube Orange County Tickets and Membership

DISCOVERY shall provide annual administrative and promotional support of OCWR's use of free child admission coupons to achieve its shared goals to promote the EcoChallenge exhibits and to promote additional OCWR educational events and initiatives.

DISCOVERY shall annually provide free child admission coupons secured at a \$4 discount per ticket, for a final price of \$13.00 per ticket. DISCOVERY shall also provide general admission tickets good for one child or adult entry; OCWR will request quantities per year and be charged at full ticket price \$22 each. The annual administrative fee shall include the graphic design support for barcode requests as described in Deliverable Task 1.1 below. DISCOVERY will guarantee the ticket prices to remain at the above stated rates for the duration of the Contract, even if posted ticket prices increase during the Contract term.

Deliverables:

1.1 Free child admission coupons: DISCOVERY shall budget 5,000 coupons annually per this agreement. OCWR will be billed on a quarterly basis in arrears for the number of free child admission coupons redeemed by visitors to DISCOVERY.

DISCOVERY shall provide unlimited, uniquely bar-coded, digital templates of free child admission coupons annually, to be printed at OCWR's expense. Templates shall be provided in PDF and native file formats. The annual administrative fee shall include the graphic design support for barcode requests.

DISCOVERY will distribute free child admission coupon to existing after-school programs to increase participation in EcoChallenge Exhibits. DISCOVERY will also work with OCWR to identify up to ten additional non-profit organizations in each of the Orange County Supervisorial districts and will create and implement a free child admission coupon distribution plan that incorporates OCWR programming. The programming can consist of educational videos created as part of this contract, kiosks or existing materials as approved by OCWR. The distribution program and plan will be developed in the first quarter of year one of the contract and reviewed with and approved by OCWR.

Current after-school contracts exist with:

- Santa Ana Unified School District (42 schools)
- Anaheim Elementary School District (23 schools)
- Newport-Mesa Unified School District (5 schools)

Redeemed coupon quantities shall be reported monthly in accordance with Task 12, Contract Administration. At the end of each contract year, the coupon distribution plan will be evaluated, and DISCOVERY will provide recommendations for an updated distribution plan, prior to the start of each remaining contract year.

1.2 Hard tickets: DISCOVERY shall provide annually free admission tickets secured at \$22 per ticket and good for adult and child entry. DISCOVERY will guarantee the ticket prices to remain at the above stated rates for the duration of the Contract, even if posted ticket prices increase during the Contract term.

(anticipated 250 tickets)

Task 2: EcoChallenge Exhibit Collection Refresh and Upgrades

SB 1383 and other recent state mandates require that the County of Orange, OC Waste & Recycling, and all county jurisdictions provide educational outreach to raise awareness of new recycling best practices. Information has evolved over the past five years; updates are needed to enhance the existing Eco Challenge Exhibits, some of which have been active for over ten years. The exhibits require improvements due to natural deterioration and outdated waste messaging. DISCOVERY will be responsible for implementing specified exhibit updates, which involves updating the gaming experience, replacing designated equipment, and improving signage for delivery of key messages.

2.1 Race to Recycle Area refresh: DISCOVERY shall provide a general area refresh to the Race to Recycle exhibit, prop replacements, cohesive signage, general exhibit repairs and software technical updates (if applicable). OCWR staff will review and evaluate proposed updates and the status of exhibits with DISCOVERY staff. The details of these items are as follows, but not limited to:

- Replace trash props in the game and provide backup inventory; this includes new items for organics category and redistributing trash items in appropriate waste category
- Shorten game intro, update the game with to include an organic/compost category, and edit items that may be in a new waste category (i.e., used pizza box moves from landfill waste to organics/ compost waste, plastic bags move from recycled waste to landfill, waste
- Identify and create updated signage, this includes waste categories and current waste items in correct bins, messaging near exhibit that will encourage guests to become familiar with their hauler and understanding proposer waste disposal in their city

2.2 Eco Market area refresh: DISCOVERY shall provide equipment and hardware update to Eco Market area including:

- Replace equipment as needed including IT maintenance, monitors, touch screens, computers, laptops, scanners, batteries in year one

2.3 EcoGarage: The EcoChallenge Garage offers hands-on learning for household hazardous waste disposal. Participants are prompted by video to select items via handheld scanner that are found on the adjacent EcoGarage wall. The video game alerts users to correct and incorrect answers to educate on what's considered household hazardous waste. No dollars budgeted for EcoGarage. Discovery will continue ongoing operation and maintenance of exhibit.

2.4 Composting Lab (Organics Waste Lab): DISCOVERY shall update, replenish, and refresh specified components to the OWL exhibit including soil, compost, worms and living plants and evaluate the status of exhibits with OCWR and DISCOVERY. This would include seasonal plant updates to maintain a colorful and seasonal appeal to the garden area that supports messaging for composting and its benefits. DISCOVERY shall walk the exhibit with the OCWR project manager at the beginning of year one and develop a refresh proposal for twice per year update. DISCOVERY will also conceptualize, design and install a new LED panel wall to attract attention to the area and deliver key composting and organics recycling messaging, and to tie all components in the outdoor area together. Proposals and plans of execution must have OCWR approval prior to proceeding and then again, annually thereafter.

Updates, replenishments, and programming

- DISCOVERY will revise interactive OWL video game to shorten the introduction to encourage increased participation
- Seasonal flowers and beautification two times per contract year (per OCWR approval)
- Organics waste lab programming that includes a (1) staff member directing and engaging visitors to the various educational features of the OWL on weekends and during peak attendance dates
 - Educator will provide scheduled vermicomposting demonstrations 3x during a day shift.

DISCOVERY to provide a schedule of dates that staff will be onsite at start of the contract and updated quarterly. See below.

Season	Dates	Notes
Eco Challenge/Earth Month	April 1 – April 30	*Only weekends during Bubblefest
National Compost Week	First Week in May	
National Gummy Worm Day	July 15	
National Earth Worm Day	October 21	
National Recycle Day	November 4	
All Federal Holiday Weekends		These will be based on School Schedules
Summer Break	Memorial – Labor Day	Weekends Only

LED Panel Wall

To drive attendance to the outdoor composting lab, DISCOVERY will add a themed LED Panel Wall. Content on the wall will include information about worm farms, composting videos, tips and tricks for the typical resident, seasonal composting ideas and promotion of County community compost giveaways. Development and construction of the exhibit enhancement area shall include:

- Large exterior rated LED panel wall
- Electrical, power and AV
- Dynamic compost video production produced by Cube Studios
 - Video content to be developed in partnership with OCWR as noted in Task 7
- Graphic design and signage with specific input and approval by OCWR

Task 3: Organics / Compost Lab Outreach Program

DISCOVERY to maintain Compost Lab Outreach Program with mobile vermicomposting presentations and educators. DISCOVERY shall provide educator presentations at twelve (12) Orange County events or sites per contract year. Full circle messaging to be incorporated with OCWR input and approval, sharing how organics recycling creates compost for home gardens. Events will be agreed on between DISCOVERY and OCWR at least 45 days in advance and planning for the annual events will occur at the start of each contract year to identify target opportunities.

3.1 Discovery to compose mobile presentations, all materials and secure educators to attend approved events per OCWR. Mobile presentations will include:

- Trained educator in OCWR messaging and programming
- Supporting materials/visuals (worm anatomy, World of Worms video or others created as part of the contract, handouts, etc.)
- Consumables – Year 1
 - Branded tablecloth
 - Headsets/microphones
 - Mobile worm displays
 - Full circle organics recycling display

Task 4: Pumpkin Palooza

Pumpkin Palooza Dance Party and Festival Sponsorship: OCWR will co-sponsor the new Fall Festival with DISCOVERY, for a complete and integrated pumpkin composting message overlay. DISCOVERY shall rebrand the experience with a focus on organic waste and County branding. This includes:

- Organic Waste Maze – DISCOVERY will design digital scavenger hunt in a physical maze experience with data output
 - Digitized maze will report attendance, top scans, answers etc. for reporting
 - Maze will highlight composting via fall gourds, composting, organics recycling, various fall/Halloween visuals that tie into organics recycling messaging
- Unique Annual Pumpkin Sculptures
 - Themed sculptures will enhance sponsored area and tie into overall composting/organics recycling theme
 - Incorporate QR code to OCWR composting program and dedicated pages

Task 5: Grant Program (Education)

Discovery Cube will create and administer an OCWR sponsored grant to fund an Environmental Education Grant Program for 4th and 5th grades. Program will include educational tools for in-classroom learning, an in-school assembly, and an EcoChallenge Field Trip to the Discovery Cube OC. DISCOVERY will develop an outreach plan to encourage student participation from all five Supervisorial Districts.

The Educational Grant Program covers three (3) years of service and will include a 50-minute in-school assembly for each grade level of students (combo assembly for both grade levels acceptable based on school needs). Program will also include Take-it-Further activities for the classroom teacher, Student Booklet, and a mandatory Teacher Survey to collect data and report on findings. The program and material will be developed with OCWR input and approval in year one of the Contract.

The EcoChallenge Field Trip model will include a pre-visit and post-visit content package. Students in 4th and 5th grades who complete the assembly (pre-visit) will be invited to travel to Discovery Cube for the Eco Challenge Field Trip with bus stipend. The field trip offers students a chance to engage with the EcoChallenge exhibits for an educational experience designed to inspire environmental awareness and sustainable practices. Students will enjoy an immersive experience exploring life-size exhibits, interactive games, and hands-on activities that encourage them to become environmental stewards.

In-class Curriculum and Assemblies

- Create curriculum for 4th and 5th grade Environmental Steward Program and revise Booklets.
 - The Environmental Educational Outreach Program will be delivered to 7,000 students annually in grades 4 and 5. The in-class and assembly must be completed ahead of the field trip and curriculum coordinated accordingly. Students will be identified through Discovery Cube's Group Sales Department with input from OCWR, by reaching out to new and current school partners, distributing program flyers during other programs such as Science-to-Go and Cube After School, advertising at Discovery Cube's annual Teachers Night Out event, and including the environmental curriculum in our Cube After School program. Schools receiving grants must be a combination of Orange County public, private and/or home school programs across various economic and diverse demographics.
 - DISCOVERY will coordinate dates, structure and staffing for 50-minute in school assemblies. Photography and survey submittals to be included in reporting.

Eco Challenge Field Trip

- Update curriculum for 5th grade field trips to correlate with new Environmental Outreach Grant Program and create new curriculum for 4th grade field trip. Field trips include a 20-30 minute grade level presentation for grades 4-5 that align with the Program content, exploration of the Eco Challenge exhibits, and exploration of all other science center exhibits.

- Eco Challenge field trips will be delivered to 7,000 students in grades 4 and 5 (3,500 per)
- Each field trip to Discovery Cube includes up to a \$500 bus stipend

Online Surveys and Program Evaluation

- Two types of surveys will be provided.
 - Mandatory surveys designed for teachers will be completed after their Environmental Outreach Program and EcoChallenge Field Trip. Surveys are administered through a QR code that allows teachers quick and simple access. Survey results are received immediately upon completion of the survey and can be compiled for reporting and program evaluation.
 - Surveys designed for parents will be completed after the Environmental Outreach Program. Surveys are conducted via a link included in the Student Booklet they receive after the program.
 - Survey results will be used in the following manner:
 - Conduct statistical analysis to interpret the survey results.
 - Create graphs and charts to visualize the data.
 - Interpret the survey results to draw meaningful insights and conclusions. Consider the implications of the findings and how they relate to the objectives of the program.
 - Write a report summarizing the survey results.
 - Share the survey results and insights with relevant stakeholders. Use the feedback to make improvements or adjustments to the program if necessary.
- Considering the dynamic nature of science and research, Program Evaluations will be performed on an annual to semi-annual basis to assure the following:
 - Timely feedback on the program's effectiveness enabling DISCOVERY to make adjustments and improvements
 - Monitoring of program goals and objectives
 - Quick response to the needs of the teachers and students
 - Better data for continuous improvement
 - Continuous assessment of impact

Task 6: Healthy Kitchen Food Waste Reduction Program

In the United States, a staggering 40% of all the food produced goes uneaten, which contributes to 21% of municipal solid waste and generates harmful greenhouse gases like methane. By reducing food waste, new organics recycling programs can decrease greenhouse gas emissions, conserve natural resources, and enhance food security. It is crucial to involve and educate children in efforts tackling food waste, empowering future citizens who can influence their families and communities to adopt sustainable practices. DISCOVERY is in a unique and advantageous position because it educates and engages more than 800,000 students and museum guests annually.

Deliverables:

6.1 DISCOVERY's goal is to partner with OCWR to make a significant impact on reducing food waste in our community.

To achieve this, we have developed a comprehensive approach that includes an educational program consisting of a one-hour interactive class that teaches new techniques for reducing food waste at home through our on-site Healthy Kitchen.

These classes will be available to general museum visitors, who can sign up for them during their visit, as well as local Title 1 schools and other children's organizations as part of a field trip. The classes will focus on various aspects of preventing food waste at home. Topics covered will include efficient shopping, cooking methods to minimize waste, safe and healthy ways to reuse edible food, proper recycling of food waste in the kitchen, serving appropriate portions, and understanding food labeling such as "sell by," "use-by," "best-by," and expiration dates. Additionally, the classes will explore the science behind preserving surplus fruits and vegetables through freezing, pickling, dehydrating, canning, or making jam/jelly.

Healthy Kitchen students will learn how smart choices at home and in the kitchen can reduce their carbon footprint by lowering greenhouse gas emissions and conserving natural resources. To enhance the learning experience, Discovery Kitchen classes will highlight and encourage them to test their recycling best practices by visiting and completing tasks at the Eco Garage, Race to Recycle, Organic Waste Lab and Discovery Market.

Healthy Kitchen Eco Challenge activities will be designed to engage children, encourage mindful consumption, involve them in meal planning and preparation, and foster a positive environment. The organization believes in leading by example and aims to inspire others to take action in reducing food waste and fighting food insecurity. To develop an age-appropriate, holistic educational program, DISCOVERY and OCWR will partner with Santa Ana Culinary School.

Santa Ana Culinary School will contribute to the program by providing interns who will assist DISCOVERY instructors in the classroom. Under the supervision of two culinary professors, these interns will help teach the classes. Santa Ana Culinary School will also develop the curriculum and provide all the necessary materials for each class with input and approval by OCWR.

In a span of three years, this program has the capacity to directly educate thousands of students and indirectly influence the habits of their families. To further extend the reach of this initiative, DISCOVERY proposes creating an educational video (see Task 7) drawing from past experiences, this video has the potential to reach a substantial number of viewers in the region.

6.2 Pilot Program Tentative Schedule – Year 1 and Year 2

Total Classes a Year (during weekdays)	9
Total Classes a Year (during weekend/national holidays)	15
Maximum Number of Students per Class	13
Projected Number of Students Participating in Program	600
Estimated Number of Parents Participating	375
Estimated Total Annual Audience	787

Classes will be scheduled ahead of time and on specific days of the week as best fits peak attendance and field trips including those that part of the Environmental Education Grant Program in Task 5. The classes scheduled during the weekends and national holidays will be offered to museum general attendance and children's organizations such as the Boys Scouts, boys and girls clubs, YMCA, and others. Children's organizations represent 60% of the classes, so 36 classes, while general attendance represents 40%, 24 classes out of the 60 available each year. The number of family members attending with their children is estimated at 750 yearly. This program will run for 3 years. Participation will be scheduled in advance:

- Visitors, in general, can sign up online for any classes on weekends or national holidays.
- Visitors, in general, can also sign up at the front desk
- Through the DISCOVERY Sales team, schools and other children's organizations can book the classes as part of a field trip. The field trip includes a one-hour class plus further museum exploration, including OCWR exhibits related to composting and recycling.
- If the classes do not get filled, they will be rescheduled or canceled

DISCOVERY Group Sales utilizes various contact methods to introduce the program, including direct emails to teachers and administrators, phone calls, email blasts, and program announcements on the website. The team also leverages events like DC Teachers Night Out, targeted social media campaigns, established district-level contacts, and PeachJar to share programs with school districts. These diverse channels ensure comprehensive outreach and maximize the chances of reaching interested parties.

In addition, both internal and external marketing teams and partners will collaborate to introduce the new Food Recovery initiative. This collaboration adds credibility and reinforces the value of the program. Moreover, school districts will be able to share the program through their communication channels, such as newsletters, expanding the reach further.

DC Group Sales will collaborate with PTA/PTO when possible, depending on the school's setup for booking programs. This collaboration taps into the influence and network of these parent-teacher organizations, fostering increased engagement and interest. The team will implement follow-up intervals after introducing the program to gauge the level of interest. This allows the team to assess the effectiveness of their efforts and make any necessary adjustments, ensuring continuous improvement.

During the current school year, in August and September, DC Group Sales and the Education team made in-person visits to over 500 schools. In addition to existing leverage, the education department will promote the program by being present in schools and providing tangible resources, like brochures and flyers to teachers and students.

Through these comprehensive strategies and efforts, DISCOVERY strives to engage schools, teachers, administrators, and other stakeholders, ultimately ensuring the success and impact of their programs.

6.3 Class Contents

The Curriculum will be developed to offer a fun and engaging culinary experience that also provides learning lessons about food waste management at home:

- Better Meal Planner. How to shop efficiently. Shopping for what you need.
- Managing Quantities: How to serve the right portions for the number of people to be fed.

- How to reuse edible food when safe and healthy. How to utilize leftovers to make delicious dishes and reduce waste.
- How to cook to reduce waste by learning to freeze, pickle, dehydrate, can, or make jam/jelly from surplus fruits and vegetables
- Saving food scraps from your kitchen for your compost pail or bin
- Understanding Food Data Labeling. Difference between “sell by,” “use-by,” “best-by,” and expiration dates
- How to serve the right portions for the number of people to be fed
- 3- 5 Minute Docu-style reel.

Task 7: Videography

Waste Videos: through the DC Cube Studios Production team, DISCOVERY will produce cohesive story-telling videos, conveying waste diversion messaging for LED wall and applicable exhibit areas. Videos will be produced in year one to maximize use over the three-year contract.

DC Cube Studios will storyboard scripts, manage and produce video shoot (actors, locations, props, if applicable), post-production, and final video formatting. Concepts and scripting to be shared with OCWR prior to filming.

Videos include but not limited to:

- RTR / Curbside Display Video Content – a compelling waste story of the waste journey from the curbside to its proper location, imagine the Recycling Waste Bin’s recycled materials going to the recycling center, sorted, and then moved along to a reused plastic factory, or the Green Waste sticks and clippings proceed into mulch. An approximate 2-minute video will loop at the Curbside Display.
- Organics Waste Lab Video Content – all about composting, and how to compost in the home, workplace, etc., where does compost go? And “Why Compost anyway?”, includes blurb about the OCWR Community Compost program and why recycling of organic waste is important to our local community. An approximate 2-3 minute video will loop in the Organics Waste Lab courtyard. One (1) large LED Wall accounted for in 2.4 Task budget.
- Healthy Kitchen video, three to five minutes

Tasks 8: Marketing

Marketing efforts to be included in quarterly reports

<p>Advertising and promotional campaigns (multi-channels including OC's largest family-targeted radio stations), includes a Media Day, where Discovery Cube hosts OC’s top family influencers and additional local media (local news, print, magazines, online) to experience Pumpkin Palooza</p> <p>Including: Annual decomposition live feed and contest</p> <ul style="list-style-type: none"> ○ Contest conceptualized and managed by DISCOVERY ○ Contest prize to be determined by DISCOVERY and OCWR ○ Contest recap to be included in reporting, including participation and reach data and visual element 	<p><i>Pumpkin Palooza</i></p>
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Advertising promoting Healthy Kitchen (multi-channels including OC's largest family-targeted radio stations), includes a Media Day, where Discovery Cube hosts OC's top family influencers and additional local media (local news, print, magazines, online) to experience the all-new Healthy Kitchen concept	<i>Healthy Kitchen</i>
Influencer Outreach- utilizing Orange County's top family influencers to help spread the word about OCWR exhibits, events, and composting program throughout the year. Paid social media partnerships to billed back to OCWR (admin fee applicable) and coverage to be included in quarterly reporting.	<i>Ongoing; Throughout the Year</i>
Paid social media during key pulses throughout the year targeting Orange County families, helping to drive awareness. DISCOVERY will deliver quarterly, strategic social media plan to OCWR one month prior to start of new quarter.	<i>Ongoing; Throughout the Year</i>
EcoChallengE Exhibits Marketing and Data Study and Analysis	

Marketing and promotion for festivals and events: DISCOVERY shall provide marketing and promotional support for the seasonal Pumpkin Palooza Festivals and other events sponsored by OCWR.

Listing of OCWR as a sponsor on all promotional materials listed below:

- Social media posts (minimum of three posts per event)
- (2) Dedicated Email blasts to DISCOVERY member lists per event
- Event flyer
- Discovery newsletter inclusion
- EcoChallenge digital content rights for OCWR usage to cross-promote the event on social media, website and advertising, upon approval by DISCOVERY
- Outdoor digital Cube advertising per identified by DISCOVERY and OCWR (minimum 3x annually)

Task 9: OCWR Administrator Role and Leadership Meetings

DISCOVERY will provide one (1) Program Administrator for a coverage of three (3) years. The Program Administrator will be responsible for ensuring OCWR's review and approval process, monthly/quarterly report-outs, coordination of planning meetings with appropriate Discovery and OCWR staff and managing and maintaining tasks and invoices according to timetables. The Administrator will be responsible for proposing advanced planning for key Tasks, troubleshooting challenges, proposing high-level recommendations for maintaining exhibit engagement and attendance, spearheading the evaluation and reporting of quality data and tracking of all programs and serving as a main point of contact for the overall Contract OCWR Agreement. OCWR Program Administrator will be responsible for overseeing quarterly reporting, delivering meaningful data and visual recaps. Administrator will also provide within one week of each meeting (including DISCOVERY-wide meetings) a recap and summary of recommendations and action items resulting from each meeting.

Kickoff meeting and subsequent organizational meetings to be managed by DISCOVERY. Additional program development and marketing meetings will be organized by the OCWR Program Administrator.

Additionally, DISCOVERY leadership including the Program Administrator and OCWR shall participate in quarterly meetings designed to review programs in place, along with collected data to assess

effectiveness. The meetings shall serve to ensure contract compliance as well as incorporate review of the evolving regulatory framework. Both agencies will focus on the potential modification of programming, or creation of new programming as may be necessary to refine the mutual approach to organic waste education at DISCOVERY.

9.1: Ongoing Program Review, Evaluation and Development

DISCOVERY and OCWR will establish an ongoing program review and evaluation process to determine alignment with state mandates, success of all exhibits and desired learning outcomes. Meeting discussions will determine adjusted programming or revised metrics implementation. This task will be led by the dedicated DISCOVERY Program Administrator for the contract and include DISCOVERY Executive Team members as needed.

9.2: EcoChallenge Exhibit Surveys

To evaluate exhibit success and measure desired educational outcomes. Discovery Executive Team will contribute as needed.

Deliverables:

DISCOVERY shall develop and implement a new on-site surveying method approved by OCWR to evaluate learning at the new Compost Lab activities and existing Eco Challenge Garage, Eco Market and Race-to-Recycle exhibits. Task includes:

- Development of KPIs, survey questions and metrics
- At regular intervals during the quarter and at different times of the day during the week, site staff will conduct surveys to capture as wide a demographic of guests visiting the exhibits as possible
- Any necessary survey hardware and/or software for quick, simplified data reporting
- Quarterly reporting of survey

9.3: Contract Administration

DISCOVERY shall provide OCWR with both a quarterly and an end-of-year detailed annual report, to record attendance and evaluate exhibit/programming effectiveness. Discovery Executive Team will contribute as needed.

Deliverables:

Tracking and learning metrics: DISCOVERY shall provide a quarterly report compiling quarterly data and visual recaps of marketing, PR and onsite events/exhibits. Reports are due by the 5th of each quarter's month including the following:

- Quarterly Contract budget report that includes accounting status of Contract expenditures to date, and future invoicing schedule. Format to be agreed upon by both parties at start of Contract.
- Total bar-coded coupon and free admission ticket redemptions broken down by month and barcode
- Organic Waste Introduction Station and Live Compost Lab participant metrics broken down by month[Specification and justification needed]
- Quarterly survey response data broken down by month (EcoChallenge Exhibit Surveys)

- Quarterly reporting data of Eco Challenge Exhibit visitors broken down by month
- Quarterly participant and evaluation feedback for Discovery Kitchen program broken down by month
- Photography or video of exhibits and/or events, PR clips, social media captures per Task 8.
- Quarterly reporting data of Grant Program participants, surveys by month

Annual Report: DISCOVERY shall provide an annual report (PDF Document) within 30 days (about 4 and a half weeks) of each year's end, which includes at minimum:

- Total annual bar-coded child free admission coupon and general admission ticket redemptions
- Total new exhibit learning metrics (once incorporated into the EcoChallenge exhibits)
- Total number of visitors and summary of participation to the existing EcoChallenge exhibits at DISCOVERY
- Discovery Kitchen participation and evaluation
- Grant program participation, expenditures and results/impact (KPIs)
- Summary of marketing support, events and any other additional promotion to OCWR audiences (such as through the grant program, events, media, etc.)
- Visual event and PR recap
- Program recommendations for the ongoing term of the Contract

Task 10: Unanticipated or Revised Tasks

Deliverables:

10.1 DISCOVERY shall submit for approval by OCWR the plan and costs associated with any unanticipated tasks and corresponding deliverables, including graphic design, printing services, and any other hard or soft costs.

Revised tasks and costs shall be mutually agreed upon and approved in writing and will include a new or revised Scope of Work, budget and timeline as needed or discerned by OCWR. Any task that is unanticipated shall accompany the invoice as an authorized task approved in writing by OCWR. No project can proceed without agreement between both DISCOVERY and OCWR, and written approval to proceed from OCWR.

ATTACHMENT B
EXHIBITS, SPONSORSHIP AND LED WALL LOCATIONS



Pumpkin Palooza Sponsorship Area



Healthy Kitchen Area



LED Wall Area

ATTACHMENT C
PAYMENT TERMS AND INVOICING INSTRUCTIONS

TERMS

County shall pay the first quarterly installment of Exhibit 1, Advanced Payment Fee Schedule to Contractor within thirty (30) days from the Contract Effective Start Date. Payments for presented invoices shall be paid no later than thirty (30) days after presentation and on approval of OC Waste & Recycling.

For the remainder of the Contract, Contractor shall submit a **quarterly** invoice in **arrears** for the materials and services provided in the amounts listed which shall become effective and billable upon delivery and acceptance of said materials as outlined in Attachment A, Scope of Work. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor.

Payment due to the Contractor will be made within NET 30 days after receipt of a correctly submitted invoice. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods/services not provided.

Payment made by the County shall not preclude the right of the County from thereafter disputing any goods or services billed or involved under this Contract and shall not be construed as acceptance of any part of the work.

INVOICING INSTRUCTIONS

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

The Contractor shall provide an invoice on the Contractor's letterhead. The invoice shall have a unique number and shall include the following information:

- a. Contractor's Name and Address
- b. Contractor's Federal Tax I.D. Number
- c. Contractor's Remittance Address, if different from above
- d. Name of County Department
- e. MA Number MA-299-24010676
- f. Complete Breakdown of Charges including Delivery Address
- g. Supporting Approval Documents for miscellaneous tasks, as applicable
- h. Total

Invoices and supporting documents shall be submitted electronically to ocwrinvoice@ocwr.ocgov.com or mailed to:

OC Waste & Recycling
Attn: Accounts Payable
601 N. Ross St. 5th Floor
Santa Ana, CA 92701

Payment (Electronic Funds Transfer EFT): The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. To request a form, please contact the department's procurement representative. Completed form and required documentation must be submitted by mail to the physical address listed on the EFT form. Forms submitted electronically will not be accepted.

MISCELLANEOUS TASK INVOICING

In addition to the material requirements and all other terms and conditions provided herein, Contractor shall satisfy the following billing/invoicing procedures for miscellaneous items. Failure to follow these procedures fully may delay payment of miscellaneous items.

1. An authorized OC Waste & Recycling staff member will contact the Contractor to obtain a written quote for any items needed that are not itemized on the Contract.
2. If the authorized OC Waste & Recycling staff member finds the quote satisfactory, the authorized staff member will sign the quote and send it back to the Contractor authorizing the purchase. The Contractor shall under no circumstances release or perform any miscellaneous tasks without a written quote signed by an authorized OC Waste & Recycling staff member.
3. Upon submission of the invoice, the Contractor must attach a copy of the matching quote with the authorized OC Waste & Recycling staff member signature.

EXHIBIT 1
ADVANCED PAYMENT FEE SCHEDULE

Task	Discovery Upfront Request	Breakdown	Notes
1 – Coupons and Tickets	\$15,000.00	OCWR to cover full cost of hard tickets (\$5,500), preliminary coupon design costs (\$5,000) and preliminary admin time for distribution plan development (\$4,500).	Scope of work indicates free child admission coupons are to be billed upon redemption in arrears, up to a maximum quantity, so we can't bill in advance unless we want to cover a small quantity at a time and then bill again as we reach each target.
2 – Exhibit Upgrades/Area Refresh	\$200,000.00	Each of the three exhibit areas will be billed up front as follows: Race to Recycle (\$100K) <ol style="list-style-type: none"> 1. \$50,000 up front 2. \$40,000 2/3 through project 3. \$10,000 post final walk through EcoMarket (\$75,000) <ol style="list-style-type: none"> 1. \$37,000 up front 2. \$30,000 2/3 through project 3. \$8,000 post final walk through Organics Waste Lab (\$25,000) <ol style="list-style-type: none"> 1. \$20,000 up front for LED wall 2. \$5,000 up front for video game upgrades 	50% / 40% / 10% billing applies to this task.
3 – Outreach Program	\$3,333.00	One third of year one budget for up to three events in April; will cover preparation, materials, and staffing.	Three vermicomposting events in month of April. Remaining events can be billed in arrears as most supplies and program development will be complete.
4 – Pumpkin Palooza	\$150,000.00	Paid in advance; planning and prefabrication of Pumpkin Palooza sponsorship and maze.	Documentation and quotes to be provided at time of billing to indicate what advance billing is supporting.

5 – Grant Program	\$50,000.00	Curriculum, development, and supplies, including long lead items like booklet. The goal is to start seeing OCWR Field Trips when the 2024 school year kicks off in August.	
6 – Healthy Kitchen	\$17,333.00	Curriculum, development, and supplies to launch Food Waste program.	
7 – Content Creation	\$30,000.00	Curriculum and script development.	Organic Waste Lab video will be the first project.
8 – Marketing			No spend till July 1, 2024.
9 – OCWR Administrator	\$27,000.00	Since this is an activity that starts right out of the gate, we would agree to three payments spaced evenly through each year.	Point person responsible for streamlining and execution.

**EXHIBIT 2
OCWR BUDGET SHEET**

Task 1: Coupons and Tickets	Notes	YEAR 1	YEAR 2	YEAR 3
Promotional Support :	<i>DSC to support distribution efforts</i>			
Up to 5,000 redeemed free child admission coupons (\$4 discount)	<i>2023 DC pricing \$17 / \$13 per coupon with \$4 discount</i>	\$65,000.00	\$65,000.00	\$65,000.00
250 Discovery Cube tickets (child and adult)		\$5,500.00	\$5,500.00	\$5,500.00
	Sub Total:	\$70,500.00	\$70,500.00	\$70,500.00
TASK 2: EXHIBIT UPGRADE/AREA REFRESH				
Race to Recycling				
Consumable replacements	<i>Replace trash props in the game and provide backup inventory for year 1 and year 3.</i>	\$100,000.00	\$0.00	\$0.00
Update Organic / Compost Category - game modification	<i>Shorten game intro, update organic/compost category, overall game modifications.</i>	\$75,000.00	\$0.00	\$0.00
Eco Market				
Consumable replacements	<i>Look at year 4, next round to replace consumables.</i>	\$0.00	\$0.00	\$0.00
Equipment replacement – IT equipment needs, new monitors, touch screens, computers, laptops, scanners, batteries		\$75,000.00	\$0.00	\$0.00
Eco Garage				
Update signage and add batteries to game				
Composting Lab (Organics Waste Lab)				
Seasonal Flowers and Beautification	<i>Twice annually (Spring & Fall)</i>	\$4,000.00	\$4,000.00	\$4,000.00
Organics Waste Lab Programming	<i>One (1) Demonstrator with scheduled worm cart demo.</i>	\$35,000.00	\$35,000.00	\$35,000.00
Reduce Game Intro	<i>Shorten game intro, incorporate engaging opening.</i>	\$15,000.00	\$0.00	\$0.00
Exterior LED Screen in Courtyard (equipment & hardware)	<i>One-time fee.</i>	\$200,000.00	\$0.00	\$0.00
	Sub Total:	\$504,000.00	\$39,000.00	\$39,000.00
TASK 3: ORGANICS/COMPOST LAB OUTREACH PROGRAM				
Incorporate full circle organics recycling component in year one to subsist for years two and three.	<i>12 events per year, OCWR selection</i>	\$10,000.00	\$8,000.00	\$8,000.00
	Sub Total:	\$10,000.00	\$8,000.00	\$8,000.00
TASK 4: PUMPKIN PALOOZA				
Festival Enhancements and Compost Messaging (overlay)				
Organic Waste Maze/Scavenger Hunt (w/ Scanners to provide data) (ID Organic items to compost)		\$350,000.00	\$0.00	\$0.00
Organic Waste Maze Scanners (to provide data) - Dock and charging units	Thirty (30) units	\$75,000.00	\$0.00	\$0.00
Pumpkin Sculpture Displays (composting messaging and QR code included)		\$0.00	\$22,000.00	\$22,000.00

	<i>Sub Total:</i>	\$425,000.00	\$22,000.00	\$22,000.00
TASK 5: GRANT PROGRAM (EDUCATION)				
Revise environmental curriculum for Outreach and Field Trips to include SB1383 updates		\$25,000.00	\$0.00	\$0.00
Eco Challenge Field Trip for grade 4 (3,500 students/\$9.50 per student)		\$33,250.00	\$33,250.00	\$33,250.00
Eco Challenge Field Trip for grade 5 (3,500 students/\$9.50 per student)		\$33,250.00	\$33,250.00	\$33,250.00
Up to \$500 bus stipend for Eco Challenge Field Trip grade 4 (45 students per bus)		\$38,889.00	\$38,889.00	\$38,889.00
Up to \$500 bus stipend for Eco Challenge Field Trip grade 5 (45 students per bus)		\$38,889.00	\$38,889.00	\$38,889.00
Student Booklet (7,000 students/\$7 per booklet)		\$56,000.00	\$56,000.00	\$56,000.00
Teacher Equipment - includes props, supplies, IT equipment for field trips and outreach programs		\$5,000.00	\$5,000.00	\$5,000.00
Program evaluation		\$5,000.00	\$5,000.00	\$5,000.00
	<i>Sub Total:</i>	\$235,278.00	\$210,278.00	\$210,278.00
TASK 6: HEALTHY KITCHEN: FOOD WASTE REDUCTION PROGRAM				
DC Food Waste Reduction Program		\$35,000.00	\$35,000.00	\$70,000.00
Culinary School Professors and Interns		\$17,000.00	\$17,000.00	\$17,000.00
	<i>Sub Total:</i>	\$52,000.00	\$52,000.00	\$87,000.00
TASK 7: CONTENT CREATION AND DOCUMENTATION				
Waste Videos (Cube Studios) - Messaging Videos and Story Telling	<i>Add dynamic waste messaging videos including but not limited to the following exhibit areas: RTR / Curbside Can Display (Landfill Story), Organics Waste Lab (Compost Story), Healthy Kitchen video</i>	\$100,000.00	\$0.00	\$0.00
		\$100,000.00	\$0.00	\$0.00
TASK 8: MARKETING				
Advertising and promotional campaigns (multi-channels including OC's largest family-targeted radio stations), includes Media Day	<i>Pumpkin Palooza</i>	\$0.00	\$55,000.00	\$55,000.00
Advertising promoting Healthy Kitchen (multi-channels including OC's largest family-targeted radio stations), includes Media Day	<i>Healthy Kitchen</i>	\$10,000.00	\$20,000.00	\$20,000.00
Influencer Outreach- utilizing Orange County's top family influencers to help spread the word about composting throughout the year	<i>Ongoing; Throughout the Year. Paid partnerships to be billed back to OCWR.</i>	\$15,000.00	\$15,000.00	\$15,000.00
Paid social media during key pulses throughout the year targeting Orange County families, helping to drive awareness	<i>partnerships to be billed back to OCWR.</i>	\$5,000.00	\$5,000.00	\$5,000.00
EcoChallenge Exhibits Marketing and Data Study and Analysis		\$25,000.00	\$25,000.00	\$25,000.00
	<i>Sub Total:</i>	\$55,000.00	\$120,000.00	\$120,000.00
TASK 9: OCWR ADMINISTRATOR				
		\$81,000.00	\$81,000.00	\$81,000.00

DISCOVERY Staff OCWR Program Administrator				
	Sub Total:	\$81,000.00	\$81,000.00	\$81,000.00
TASK 10: MISCELLANEOUS/UNANTICIPATED TASKS				
Miscellaneous or unanticipated tasks across contract term				\$100,000.00
	Sub Total:			\$100,000.00
	GRAND SUBTOTAL:	\$1,532,778.00	\$602,778.00	\$637,778.00
			Grand Total	\$2,873,334.00
Discovery Cube Match		Discovery Cube Operational and Capital Investment Match		
EcoChallenge Exhibits Operation Expenses (Labor, Exhibit Maintenance, Worm Cart, Programming etc.)	<i>Annual \$110,000</i>	\$110,000.00	\$110,000.00	\$110,000.00
Pumpkin Palooza Show and Festival Grounds Exhibition and Show Investment	<i>2022 startup costs for show and exhibition</i>	\$850,000.00		
Pumpkin Palooza Operations Expenses (Annually)	<i>(\$40k Pumpkins)</i>	\$40,000.00	\$40,000.00	\$40,000.00
Pumpkin Palooza Marketing Expenses (Annually)	<i>1 Year</i>	\$15,000.00	\$15,000.00	\$15,000.00
Field trip cost share (normal cost for a guided field trip is \$25/ student)	<i>10,000 students (15.50 / st. cube cost)</i>	\$155,000.00	\$155,000.00	\$155,000.00
Outreach cost share				
Eco Challenge Field Trip Marketing Expenses	<i>1 Year</i>	\$10,000.00	\$10,000.00	\$10,000.00
Sponsorship				
	Subtotal	\$1,180,000.00	\$330,000.00	\$330,000.00