



150 NE 2nd Avenue
Deerfield Beach, FL 33441
954-480-4200

Regular Meeting Community Redevelopment Agency

Tuesday, July 8, 2025

6:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

Attachment: June 17, 2025

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

July 8, 2025

ZOOM INFORMATION

Join Zoom Meeting by clicking the below link

<https://deerfield-beach.zoom.us/j/84734459961?pwd=xnmiVMOZ8pPkRNwOg5t7PJUMHP6kDf.1>

Join Zoom Meeting via telephone by dialing

Call-in Number: (301) 715-8592

Meeting ID: 847 3445 9961#

Participant ID: #

Passcode: 675260#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers.

Attachment: Zoom Instructions

GENERAL ITEMS

- 1. CRA Resolution 2025/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a management agreement with the City of Deerfield Beach and the New World Aquarium, Inc., an affiliated entity of the Museum of Discovery and Science, Inc., ("New World") for New World to serve as the manager and operator of the Marine Science Center at Sullivan Park for a 10-year term, with one additional ten year renewal term; authorizing execution of the Management Agreement; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; providing for implementation and an effective date. (*Funds from multiple accounts*)**

Suggested Action: CRA Board to vote on Resolution

Attachment: New World

BOARD/ADMINISTRATION COMMENTS

PUBLIC INPUT

ADJOURNMENT

NEXT MEETING

Tuesday, August 12, 2025

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes Community Redevelopment Agency

Tuesday, June 17, 2025

6:30 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Todd Drosky at 6:33 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present:

Mr. Michael Hudak
Mr. Tom Plaut
Mr. Daniel Shanetzky
Vice Chair Ben Preston
Chair Todd Drosky

Also Present:

City Manager Rodney Brimlow
City Attorney Anthony Soroka
City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes - April 8, 2025

MOTION was made by Mr. Plaut, seconded by Vice Chair Preston, to approve the April 8, 2025 minutes as submitted.
Voice Vote:

Yeas: 5 - Mr. Hudak, Mr. Plaut, Mr. Shanetzky, Vice Chair Preston, and Chair Drosky
Nays: 0

APPROVAL OF AGENDA

June 17, 2025

MOTION was made by Mr. Hudak, seconded by Commissioner Plaut, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Mr. Hudak, Mr. Plaut, Mr. Shanetzky, Vice Mayor Preston, and Chair Drosky
Nays: 0

GENERAL ITEMS

- 1. CRA Resolution 2025/005 - A Resolution of the Community Redevelopment Agency of the City of Deerfield Beach, Florida, granting a utility easement to Florida Power & Light Company to provide a sufficient power supply for the new facility being constructed at Sullivan Park; providing for execution, implementation, conflicts and an effective date.**

The Resolution was read by title only.

Kris Mory, CRA Director, provided a brief overview of the item.

There was no discussion amongst the Board.

Chair Drosky opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Mr. Hudak, seconded by Vice Chair Preston, to approve Item 1, adopted CRA Resolution 2025/005. Roll Call:

Yeas: 5 - Mr. Hudak, Mr. Plaut, Mr. Shanetzky, Vice Chair Preston, and Chair Drosky
Nays: 0

ADMINISTRATION COMMENTS

None.

BOARD COMMENTS

None.

PUBLIC COMMENT

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, commented on the management agreement with the Museum of Discovery and Science.

ADJOURNMENT

MOTION was made by Mr. Hudak, seconded by Mr. Plaut, to adjourn the meeting at 6:41 p.m. Voice Vote:

Yeas: 5 - Mr. Hudak, Mr. Plaut, Mr. Shanetzky, Vice Chair Preston, and Chair Drosky
Nays: 0

TODD DROSKY, CHAIR

Heather Montemayor, City Clerk



Community Redevelopment Agency Meeting - July 8, 2025

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Community Redevelopment Agency** meeting will be held on **Tuesday, July 8, 2025, at 6:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the CRA Board will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The July 8, 2025 Community Redevelopment Agency meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items. A copy of the agenda for the July 8, 2025 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the Community Redevelopment Agency Meeting:

This meeting will be broadcast live for members of the public via Zoom. Below are the available options for the public to attend/view the meeting:

1. In Person Attendance. Attend in person in the City Commission Chambers.

2. Zoom

a. Via Zoom Online - Access to the meeting will begin at 5:45 PM on July 8, 2025.

i. Use the following link below to access the meeting via Zoom:

<https://deerfield-beach.zoom.us/j/84734459961?pwd=xnmiVMOZ8pPkRNwOg5t7PJUMHP6kDf.1>

ii. The video camera display feature is disabled for public use

b. Via Zoom Telephone - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 847 3445 9961#, Participant ID: #, Passcode: 675260#

For more information on using Zoom, please visit Zoom Support at the following link: <https://support.zoom.us/hc/en-us>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

- 1. In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
- 2. Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” which is located at the bottom of the screen under the “reactions” tab, and your audio will be unmuted when you are recognized.
- 3. Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2025-117

Agenda Date: 7/8/2025

Status: General Items

In Control: Community Redevelopment
Agency (CRA)

Title

CRA Resolution 2025/ - A Resolution of the City of Deerfield Beach Community Redevelopment Agency (CRA), approving a management agreement with the City of Deerfield Beach and the New World Aquarium, Inc., an affiliated entity of the Museum of Discovery and Science, Inc., ("New World") for New World to serve as the manager and operator of the Marine Science Center at Sullivan Park for a 10-year term, with one additional ten year renewal term; authorizing execution of the Management Agreement; waiving the requirements for competitive solicitations set forth in Section 38-116 of the Procurement Code; providing for implementation and an effective date. *(Funds from multiple accounts)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Up to \$250,000 per year for up to 5 years for a total of up to \$1,250,000.

Account Name: CRA - Education Facility Program (Fiscal Years 2026-2028)

Account Number: CRA - 190-500-520-5200-000-55200-503539

Secondary Account Name: City - Other Contractual Services (Fiscal Years 2029-2030)

Secondary Account Number: City - 100-700-720-7200-000-57200-503299

Background/History

The CRA's redevelopment of Sullivan Park was premised on removing slum and blight conditions from the redevelopment area as well as activating the Cove Shopping Center as a Marine Village retail and entertainment destination. The City's vision of developing a children's marine science center emerged as part of the community input sessions that guided the redevelopment of Sullivan Park.

Concurrent with the CRA developing the Marine Science Center building, staff undertook extensive research to identify a model for the operation of the desired Marine Science Center. This research included examining the feasibility of creating a new not-for-profit organization specifically for this purpose. This model was deemed not feasible due to a lack of internal expertise in managing the start-up and ongoing operations of a marine science center. Additional research then included visiting other successful science centers throughout Central and South Florida. When CRA and the Museum of Discovery and Science (MODS) staff met, the concept of developing and operating a Marine Science Center in Deerfield Beach was in alignment with both entities' mission. Both parties agreed to pursue the feasibility of forming a partnership to bring the vision to life.

In October 2024, the Deerfield Beach Community Redevelopment Agency (CRA) entered into a

Memorandum of Understanding (MOU) with The New World Aquarium, Inc., a Florida non-profit corporation and affiliated entity of MODS, (New World) to establish a new Marine Science Center at Sullivan Park. The MOU details CRA and New World responsibilities that are aligned with each entity's respective professional expertise. The CRA is primarily responsible for constructing the facility that will host the Center, paying for the design costs of the Exhibits and for the business plan, and collaborating on business planning, marketing and fundraising. New World is primarily responsible for the conceptualization and design of the interior of the Center, oversight of the design and construction of exhibits, and preparing plans for educational interpretation, business, marketing, and fundraising.

The first milestone/deliverable of the partnership was MODS delivery of the proposed Business Plan inclusive of an operating budget, and staffing, marketing and fundraising plan by January 31, 2025. The Business Plan serves as the basis for the subsequent negotiation of a Management Agreement for the ongoing operation of the Marine Science Center at Sullivan Park. The Plan calls for a \$2.1 million fundraising campaign to pay for the build-out of the interior of the marine science museum. Based on conservative attendance projections, the Marine Science Center is anticipated to attract 26,000 visitors annually and generate an approximately \$1.6 million positive economic benefit to the local economy.

The second milestone of the partnership was New World's delivery of the schematic design for the Marine Science Center. The Center is designed to educate visitors about marine science topics and how we're all connected by water through a virtual interactive walk from the everglades through the canal system that flows past Sullivan Park and Deerfield Island County Park to join the Intracoastal Waterway and eventually make its way past the Deerfield Beach Pier to the Atlantic Ocean. The adventure will be interpreted by live and virtual animals that call this habitat home.

Current Activity

The Management Agreement details the roles and responsibilities of the CRA, the City of Deerfield Beach and New World related to New World serving as the operator and manager of the Marine Science Center at Sullivan Park for the CRA and City.

The CRA is primarily responsible for construction of the facility and overall project management. It has shared responsibilities for fundraising, marketing, and start-up financial support for the first three years of the Center's operation. The City is responsible for exterior building and site maintenance once the building is complete. It is also partially responsible for marketing and start-up financial support in years four and five of the Center's operation. New World is primarily responsible for the day-to-day operations and management of the marine science center. New World also shares the responsibility for fundraising, marketing and reporting on Center operations and finances.

The Management Agreement term is for 10 years from the date of the issuance of a certificate of occupancy for the Center, with one additional ten-year renewal option.

Despite both parties' intent that the not-for-profit Marine Science Center would be able to operate solely on revenues from admissions, memberships, rentals and concessions, the initial business plan showed that in the early years of operation, the Marine Science Center would run at an operational deficit of \$400,000 annually. The business plan was reviewed by several members of CRA, City and legal staff to vet the business plan costs and revenues. After negotiations with New World regarding the level of financial support, New World revised the Center's staffing and operations to reduce the deficit to \$250,000 annually. After further review of the business plan, New World felt that any additional reductions in staffing and operating expenses would not allow the Center to operate to the parties' desired organizational and quality standards. The Management Agreement provides for the CRA or the City to provide up to \$250,000 annually for up to the first five fiscal years of the Agreement to the extent necessary to support cash flow to address an operational deficiency. The

Center is intended to be financially self-supporting by the sixth fiscal year of the Agreement and for the balance of the Agreement.

During negotiations, New World agreed to provide the CRA and the City with \$540,000 in value-added marketing of the Marine Science Center and Deerfield Beach as a tourism destination through MODS' extensive marketing and communications program across multiple different media platforms. The City of Deerfield Beach will be marketed to approximately 500,000 visitors annually at the downtown Fort Lauderdale Museum of Discovery and Science Center in IMAX movie trailers, onsite digital signage, newsletters, social media and other media outlets.

On June 25, 2025, the MODS Board of Directors voted unanimously to approve the Management Agreement. The Deerfield Beach Community Redevelopment Agency will consider the agreement at the July 8, 2025, CRA meeting directly preceding the City Commission meeting.

Recommendation

Staff recommends approval of this item.

CRA RESOLUTION NO. 2025/

A RESOLUTION OF THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA), APPROVING A MANAGEMENT AGREEMENT WITH THE CITY OF DEERFIELD BEACH AND THE NEW WORLD AQUARIUM, INC., AN AFFILIATED ENTITY OF THE MUSEUM OF DISCOVERY AND SCIENCE, INC., (“NEW WORLD”) FOR NEW WORLD TO SERVE AS THE MANAGER AND OPERATOR OF THE MARINE SCIENCE CENTER AT SULLIVAN PARK FOR A 10 YEAR TERM, WITH ONE ADDITIONAL TEN YEAR RENEWAL TERM; AUTHORIZING EXECUTION OF THE MANAGEMENT AGREEMENT; WAIVING THE REQUIREMENTS FOR COMPETITIVE SOLICITATIONS SET FORTH IN SECTION 38-116 OF THE PROCUREMENT CODE; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the CRA and the City of Deerfield Beach (the “City”) desire to establish a new Marine Science Center (the “Center”) on the second floor of the two-story Community Center facility (the “Facility”) currently being constructed adjacent to Sullivan Park in Deerfield Beach, Florida, which Center shall be dedicated to public education and awareness of the marine environment; and

WHEREAS, the CRA and the New World Aquarium, Inc., an affiliated entity of the Museum of Discovery and Science Inc., (“NWA”) entered into a Memorandum of Understanding, dated October 8, 2024, (the “MOU”) for NWA to serve in a consulting role to provide its expertise in the design and development of certain aspects of the Center, including the completion of plans for the interior layout of the Center and Exhibits and a business plan for operating the Center, with the goal of NWA serving as the operator of the Center; and

WHEREAS, NWA has a proven history of developing and operating successful science education centers; and

WHEREAS, pursuant to the MOU, NWA has contracted with one or more exhibit design firms to prepare 100% detailed design drawings for the Center Exhibits and interior layout of the Center and NWA has provided a Business Plan (as amended) to the CRA and City, attached as Exhibit “B”, for operation and management of the Center; and

WHEREAS, the CRA, the City and NWA have negotiated a Management Agreement, attached as Exhibit “1”, (the “Management Agreement”) for NWA to operate and manage the Center for the CRA and the City pursuant to the terms and conditions of the Management Agreement (collectively, the “Services”), for a ten year term with the ability to renew the Management Agreement for an additional ten year renewal term; and

WHEREAS, pursuant to Sec. 38-116(3)(e) of the City of Deerfield Beach Procurement Code, which governs CRA procurements, the CRA Board may declare by a majority affirmative vote that the sealed competitive method and written quotations method set forth in Chapter 38 of

the Procurement Code is not in the best interest of the CRA, and that the waiver of such competitive solicitation processes will not inure to the financial disadvantage of the CRA; and

WHEREAS, based on the foregoing, CRA staff requests that the CRA Board waive the competitive solicitation requirements in Section 38-116 of the Procurement Code (collectively, the “Requirements”) with regard to the Services and award the Management Agreement to NWA; and

WHEREAS, CRA staff recommends approving and authorizing execution of the Management Agreement with the City and NWA, attached as Exhibit “1”; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEERFIELD BEACH COMMUNITY REDEVELOPEMENT AGENCY AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The CRA Board hereby finds that it is in the best interests of the CRA to waive the competitive solicitation requirements of the Procurement Code with respect to the Management Agreement and Services, and that said waiver will not inure to the financial disadvantage of the CRA.

Section 3. The CRA Board hereby approves the Management Agreement with the City and NWA, attached as Exhibit “1”, for a ten year term with the ability to renew the Management Agreement for an additional ten year term.

Section 4. The CRA Chair and Director are hereby authorized to execute the Management Agreement, attached as Exhibit “1,” together with such non-substantial changes as are acceptable to the CRA Director and approved as to form and legal sufficiency by the CRA Attorney.

Section 5. The appropriate CRA officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

TODD DROSKY, CHAIR

ATTEST:

HEATHER MONTEMAYOR, CLERK

MANAGEMENT AGREEMENT

This Management Agreement (the “Agreement”) is made and entered into this ____ day of July, 2025 (the “Effective Date”), by and between the City of Deerfield Beach, a Florida municipal corporation, (the “City”), the City of Deerfield Beach Community Redevelopment Agency, a Dependent Special District of the City, (the “CRA”) and The New World Aquarium, Inc., (“NWA”) a Florida non-profit corporation and affiliated entity of The Museum of Discovery and Science, Inc., (“Manager”)(collectively, the City, the CRA and NWA are the “Parties”, individually each is a “Party”).

RECITALS

WHEREAS, the City and the CRA desire to establish a new Marine Science Center (the "Center") on the second floor of the two-story Community Center facility (the “Facility”) currently being constructed adjacent to Sullivan Park in Deerfield Beach, Florida, which Center shall be dedicated to public education and awareness of the marine environment; and

WHEREAS, Manager has a proven history of developing and operating successful science education centers; and

WHEREAS, the CRA and NWA entered into a Memorandum of Understanding, dated October 8, 2024, (the “MOU”) for NWA to serve in a consulting role to provide its expertise in the design and development of certain aspects of the Center, including the completion of plans for the interior layout of the Center and Exhibits and a business plan for operating the Center, with the goal of NWA serving as the operator of the Center; and

WHEREAS, pursuant to the MOU, NWA has contracted with one or more exhibit design firms to prepare 100% detailed design drawings for the Center Exhibits and interior layout of the Center and NWA has provided a Business Plan (as amended) to the City, attached as Exhibit “B”, for operation and management of the Center; and

WHEREAS, the CRA is currently facilitating the construction of the new Facility structure intended to house the Center on the second floor of the Facility, and the CRA has provided payment to NWA for the Business Plan and exhibit designs for the Center; and

WHEREAS, pursuant to Section 10 of the MOU, upon NWA completion and delivery of the required proposed Business Plan for the Center, the Parties agreed to work in good faith to negotiate a Management Agreement that will detail the operational components of the Center, and the Management Agreement is subject to the approval of the NWA Board, CRA Board and the City of Deerfield Beach; and

WHEREAS, the Parties have negotiated this Agreement for NWA to operate and manage the Center, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. Recitals. The Parties acknowledge and agree that the above recitals are true and correct and are hereby incorporated into this Agreement.

2. Fundraising for the Center; Exhibits Installation Requirement.

2.1 Conditions Precedent. NWA's right to manage and operate the Center pursuant to the terms of this Agreement, is conditioned upon the following: (1) written approval by NWA and the CRA of the 100% detailed design drawings for the Center interior layout and Center Exhibits (the "Final Center Design") and (2) NWA completing the satisfactory installation of the Center Exhibits into the Center (in accordance with the approved Final Center Design) within 90 days after the City's issuance of the temporary certificate of occupancy for the Facility (the "Exhibits Installation Requirement").

Upon execution of this Agreement, NWA agrees to partner with the CRA and diligently pursue fundraising activities for the Center in accordance with the Fundraising Plan transmitted to the City and shall use best efforts to fundraise in an amount sufficient to fund the Center Exhibits and timely complete the Exhibits Installation Requirement. NWA shall provide monthly written updates to the City and the CRA of its Fundraising progress. The Parties acknowledge that NWA's timely satisfaction of the Exhibits Installation Requirement is a condition precedent to NWA's right to operate and manage the Center pursuant to this Agreement. In the event that NWA fails to timely satisfy the Exhibits Installation Requirement, the CRA may terminate this Agreement upon written notice to NWA, in which case this Agreement shall become null and void and the Parties shall have no further obligations under this Agreement, except as to provisions herein that expressly survive termination of this Agreement.

2.2 Fundraising Revenues. All monies and revenues received by NWA in connection with any fundraising activities for the Center or Center Exhibits (the "Fundraising Revenues") shall be the property of NWA and shall be deposited and maintained in an account dedicated solely to the Center and utilized to pay for the Center Exhibits and related maintenance of the Center Exhibits (in amount not to exceed more than 10% of total Exhibits cost). Any excess Fundraising Revenues after paying for the Center Exhibits shall be used to pay for and minimize any Operating Deficiency, as described in Section 5.10 of this Agreement.

3. Term. The term of this Agreement shall commence on the Effective Date and, subject to satisfaction of the Exhibits Installation Requirement in Section 2.1, shall continue in full force and effect for a period of 10 years from the date of the issuance of a certificate of occupancy for the Center (the "Occupancy Date"), unless earlier terminated as provided herein (the "Term"). The City and Manager have the option to renew this Agreement for one additional ten year term (the "Renewal Term") by providing written notice to the other party to the Agreement (the "Renewal Notice") no earlier than five years after the Occupancy Date (unless earlier renewal is necessary to receive grant funding and the parties agree to such renewal) and the City and the Manager providing written acceptance of the renewal at least 60 days prior to the expiration of the initial 10 year Term. Manager shall have the right of first refusal to renew its position as Manager of the Center for the Renewal Term provided that such right is limited to the City continuing to use the Center as a marine science education center following the initial 10-year Term.

4. Ownership; City and CRA Uses.

4.1 The Site and Personal Property. The CRA currently owns the site generally located at 1600 Riverview Road, Deerfield Beach, Florida, including the location where the Center is being constructed, as depicted in Exhibit “A” (the “Site”). All of the affixed and esthetic improvements constructed on the Site, exclusive of the Center Exhibits, including the Center shall become the property of the CRA. All improvements, including, but not limited to, Center capital improvements, and all material and equipment provided by Manager, or on its behalf, which become affixed to the Center shall, upon being added or incorporated therein, be and become the property of the CRA, except for the Center Exhibits. During the term of this Agreement, it is anticipated that the CRA will terminate and the Site and the CRA property on the Site will be transferred to the City. Upon such transfer, all improvements, including, but not limited to, Center capital improvements, and all material and equipment provided by NWA, or on its behalf, which become affixed to the Center shall be and become the property of the City (except for the Center Exhibits), and any references in this Agreement to the CRA shall (after such transfer) refer to the City.

4.1.1 Center Personal Property. All Center equipment, furniture and other items of personal property purchased during the term of this Agreement, except for the Center Exhibits and such items purchased by the Manager without the use of any Center revenues, Fundraising Revenues or any Operational Deficiency payments made pursuant to Section 5.10 of this Agreement (“NWA Assets”), shall be owned by the CRA (or the City after the CRA terminates) (“CRA/City Assets”). The Manager may elect to lease, or lease purchase any of the systems, equipment and furnishings comprising the Center, including, without limitation, video display boards, sound distribution system and concessions, and related Center furniture, fixtures and equipment. With respect to all such leased items that are not NWA Assets, on or before the expiration or termination of this Agreement, Manager shall cause all such leased items to be conveyed to the City at no cost to the City, free and clear of any liens, claims or encumbrances. Upon the termination or expiration of this Agreement, MODS shall leave all such CRA/City Assets in the Center free of all liens, debts and encumbrances.

4.1.1.1 Center Exhibits. Upon the expiration or termination of this Agreement (except for a termination under Section 2.1 of this Agreement), the City or the CRA may, but is not required to, purchase all or some of the Center Exhibits from NWA at their fair market value taking into account the original cost of the Center Exhibit(s) with a reduction for the depreciation of such Center Exhibit(s). In the event of such purchase of Center Exhibits, the City or the CRA shall receive a credit in the full amount of the total collective Operational Deficiency payments made by the City and the CRA pursuant to Section 5.10 of this Agreement.

4.1.2 Disposition of Personal Property. The Manager shall not sell or otherwise dispose of any CRA or City property; provided that, with respect to CRA or City personal property at the Center, the Manager may sell or dispose of the same if such property has been replaced by the Manager with property which is either the equivalent or an upgrade of the replaced property, and any such replacement property shall be deemed to be City property.

4.1.3 Inventory of Personal Property. The Manager shall maintain a detailed inventory of all property and equipment purchased with Center funds (including Fundraising Revenues) with a cost of \$1,000 or more and a useful life of one year or more, all in accordance with applicable law, including, but not limited to, the applicable provisions of Chapter 274, Florida Statutes and Sections 69I-73.001–69I-73.006, Florida Administrative Code, as amended from time to time (the “Inventory”), and deliver a copy of the Inventory to the City. The Inventory shall be maintained and updated (annually) throughout the Term and any Renewal Term, and copies of the updated Inventory shall be provided to the City upon the City’s request. Upon the expiration or earlier termination of this Agreement, the Manager and the City shall prepare a final Inventory, and the Manager shall explain to the City any discrepancies between the most recent Inventory (prior to termination or expiration) and the final Inventory. To the extent the final Inventory discloses missing items (other than items that became unusable, were consumed or otherwise disposed of in accordance with the terms of this Agreement during the last year of the term, or are NWA Assets) the Manager shall pay to the City an amount equal to the replacement cost of the missing items. The Manager shall mark all items of Inventory in accordance with applicable law, including, but not limited to, the applicable provisions of Section 69I-73.004, Florida Administrative Code, as amended from time to time. Notwithstanding the foregoing, the City and the CRA shall have the right, from time to time, to place identification reflecting the City’s or CRA’s ownership on all Center personal property reflected in the Inventory.

4.2 City and CRA Use. The City or the CRA shall have the right to use the Center for City or CRA hosted or sponsored events, excluding the two free museum admission days (“Community Events”) during each year and partial year during the Term (including any Renewal Term), on any day or time outside of Center operating business hours. Notwithstanding the foregoing, not more than a total of six Community Events may be held at the Center by the City or the CRA in any fiscal year commencing October 1 and ending September 30 (and no events shall be fundraisers), unless otherwise approved in writing by the Manager. All Community Events at the Center shall be booked with the Manager. The City may not book Community Events at the Center less than 60 days before their scheduled dates, or on dates already booked by the Manager, unless otherwise agreed to in writing by the Manager.

All revenue received in connection with Community Events, including but not limited to revenue from Center operations derived from Community Events shall be the sole property of the City. The Manager shall not charge a rental, license, use or other fee for use of the Center for a Community Event. The Manager shall be reimbursed for incremental direct and documented out-of-pocket operating expenses (i.e., additional utilities, janitorial and operations and maintenance personnel costs, that would not be incurred but for the Community Event) attributable to the use of the Center for a Community Event.

4.3 City and CRA Access. Nothing contained in this Section is intended to limit the right of the City when exercising a nonproprietary function (e.g., building and fire safety inspections, as applicable) to access the Center. Further, nothing in this Agreement shall limit the CRA’s or the City’s use of or access to areas of the Facility outside of the Center ticket secure zone (the area of the Center where an admission ticket is required to access). The City, as owner of the Center, may enter the Center at any time provided that the City shall not interfere with the operations of the Center. Notwithstanding the preceding sentence, the City may (pursuant to

procedures in the following sentence) enter the Center to maintain or repair damages to the Center or inoperative equipment or systems within the Center when such activities are not being performed by the Manager as required by this Agreement. Except in emergencies, when only such advance notice as is reasonable under the circumstances shall be required, the City shall not enter the Center to maintain or repair the Center unless and until the Manager fails to rectify the maintenance or repair failure within 30 days after written notice by the City (or such longer period as is necessary for the Manager to rectify within a reasonable time in the exercise of due diligence, not to exceed 120 days following the giving of the original notice provided the Manager has commenced rectifying the problem within the 30-day period and is using good faith to diligently pursue the cure). The City shall not be liable in connection with such entry other than for its gross negligence or willful misconduct and shall be reimbursed by the Manager for all reasonable costs incurred by the City in so maintaining or repairing the Center.

5. Operations.

5.1 General. Subject to the terms of this Agreement, the Manager, which is an independent contractor, shall be the manager and operator of the Center during the term of this Agreement with sole responsibility and authority and full control and discretion in the operation, direction, management, security and supervision of the Center, its staff, and third party vendors. The Manager shall have no authority to bind the City or the CRA, except as specifically set forth in this Agreement. Personnel of the Manager used in carrying out its duties under this Agreement shall be employees of the Manager and shall not be employees of the City or CRA.

5.1.1 At all times during the term of this Agreement, the Center shall be operated as a marine science educational museum.

5.1.2 All contracts, licenses and other agreements and transactions entered into by the Manager with respect to the Center shall (a) be in writing (except immaterial agreements involving amounts less than \$1,000 and having a term of less than six months); (b) be in its name and contain the Exculpatory Language identified in Section 7; (c) not extend, without the prior written consent of the City, beyond the term of this Agreement; and, (d) provide the Center with or require the payment to or by the Manager of consideration which, taking into account all relevant business and economic terms of the applicable contract, is at fair market value on market terms.

5.1.3 The Manager shall be required to comply with all applicable use, development, and other restrictions and conditions applicable to the Center and Site, including but not limited to restrictions in the City Code or Land Development Code, and restrictions or conditions set forth in any funding or grant restrictions agreements applicable to the Center or the Facility.

5.2 Management. The Manager shall, at its sole cost and expense, do all things and take all actions necessary for the operation of the Center in accordance with this Agreement throughout the term. The Manager and the City and/or CRA shall, unless otherwise mutually agreed by the parties, meet on a quarterly basis to discuss the Center's business performance during the prior quarter (or year as applicable) pertaining to this Section 5.2 for the first two years of this

Agreement and shall meet annually thereafter. Without limiting the generality of the foregoing, the Manager is authorized to and at all times throughout the Term shall:

5.2.1 Use all reasonable efforts to obtain fees, donations, and other amounts due from a party to a Naming Rights Agreement, and other users of the Center (except as otherwise provided in Section 4.2), cause notices (copies of which shall be delivered to the City) to be served upon other users of the Center to quit and surrender space occupied or used by such users where desirable or necessary in the opinion of the Manager; and ask for, demand, collect and give receipts for all amounts which at any time may be due from any such user.

5.2.2 Commence, defend and settle in good faith such legal actions or proceedings concerning the operation of the Center (other than defense of the City or the CRA in legal actions or proceedings in which the City or the CRA is a defendant, except for any defense of the City or CRA that may be contemplated or required under any indemnification provision in this Agreement) as are necessary or required in the reasonable opinion of the Manager; retain counsel in connection with such defense; and notify the City and the CRA (as applicable) in writing of the commencement of any legal action or proceeding and advise the City and the CRA (as applicable) of the progress of any such legal action or proceeding. Upon request, the Manager shall send to the City and CRA copies of all legal documentation relating to such legal actions.

5.2.3 Employ, train, pay, supervise and discharge all personnel and/or engage such independent contractors as the Manager determines to be necessary for the operation of the Center as provided in Section 4.1, including such personnel and/or independent contractors as the Manager deems appropriate to maintain and ensure public order and safety in the Center and to supplement traffic and security patrols (such personnel, during the course of such employment and/or engagement, shall be employees or independent contractors of the Manager, as applicable, and shall not be employees or independent contractors of the County); and shall determine all matters with regard to such personnel, including, without limitation, compensation, bonuses, fringe benefits, hiring and replacement and similar matters as to independent contractors; and prepare, on its own behalf and file when due, all forms, reports and returns required by law relating to the employment of such personnel and/or the engagement of such independent contractors and otherwise comply with all applicable laws with respect to its employees, agents and independent contractors.

5.2.4 Maintain and make available to the public a schedule of basic ticket/admission charges and event use charges and services for the Center.

5.2.5 Purchase and maintain all materials, tools, machinery, equipment and supplies necessary for the operation of the Center as provided in this Agreement.

5.2.6 Maintain the Center and the Center Exhibits in compliance with all applicable laws and in good, clean, sanitary order and repair (and keep free from defects) as a marine science educational center, ordinary wear and tear excepted, and the Manager shall repair and/or replace such portions of the Center (excluding the roof, structural components, HVAC, plumbing to the Facility, and electricity systems) as may be necessary, and Manager shall not destroy or demolish or vacate or abandon any part of the Center.

5.2.7 Coordinate and administer a maintenance program for the Center, Center Exhibits and machinery and equipment within the Center.

5.2.8 Arrange for all utility and other services for the Center and pay or cause to be paid when due all charges for water, sewer, gas, electricity, cable, internet and other utilities and services rendered to or used on or within the Center.

5.2.9 Not knowingly take any action negating manufacturers', suppliers', contractors' and subcontractors' warranties, except for emergencies and matters of public safety.

5.2.10 Maintain or cause to be maintained all necessary licenses, permits and authorizations for the operation of the Center.

5.3 Promotion. The Manager shall plan, prepare, implement, coordinate and supervise all advertising, marketing, public relations and other promotional programs for the Center and shall negotiate, execute and perform all contracts for Center promotions as outlined in the Business Plan (Exhibit "B"), subject, however, to the provisions of Section 5.5 with respect to Naming Rights.

5.4 Advertising and Concessions. During the term of this Agreement, the Manager shall have the duty and exclusive right and authority (except as otherwise provided in d Section 5.5.2 of this Agreement) to negotiate, execute and perform all contracts concerning (a) advertising for the Center, (b) market research, and (c) the operation of concessions for the sale of food, beverages or Center oriented merchandise within the ticket secure zone of the Center.

5.5 Naming Rights Agreements.

5.5.1 Naming Rights for Center Exhibits. The Manager shall have the duty and exclusive right and authority to negotiate, execute and perform all sponsorship and donation arrangements to fund Center Exhibits and all Naming Rights Agreements for the Center Exhibits (the "Exhibits Naming Rights Agreement"), provided that the Manager shall not enter into any Exhibit Naming Rights Agreement with any tobacco, adult entertainment or alcoholic beverage company. The form of such Exhibit Naming Rights Agreements shall comply with the terms of this Agreement. The revenues from the Exhibits Naming Rights Agreement shall be deposited into an account dedicated to the Center and used to offset the documented costs of the Center Exhibits and Center expenses.

5.5.2 Center Naming Rights. The Manager, in consultation with the City, shall have the right to sell, license or grant the Naming Rights to the Center, and negotiate an agreement for such Naming Rights in accordance with this Agreement (the "Center Naming Rights Agreement"), subject however to the City's prior written approval of the Center Naming Rights Agreement and the proposed exterior signage, including City Commission approval of the Center Naming Rights Agreement and partner. The revenues from the Center Naming Rights Agreement shall be deposited into an account dedicated to the Center and used to offset the documented costs of the Center Exhibits and Center expenses.

5.6 Ticket Sales and Admission Revenues. All revenues generated from ticket sales and admission fees received for admission to the Center (“Admission Revenues”) shall be deposited by the Manager in a Center Operating Account dedicated to Center operations. The Manager may use the Admission Revenues to pay for documented Center operational costs.

5.7 Parking. The City shall designate five parking spaces at Sullivan Park at no cost for the exclusive use of Manager’s Center management, employees and contractors in connection with managing and operating the Center. Two of the five designated parking spaces shall be located in the parking area underneath the Facility. The Manager shall not be entitled to any revenues generated from parking anywhere at Sullivan Park or the Site, including but not limited to parking at or underneath the Center.

5.8 Booking of Center Rentals. The Manager shall have the right and authority to (a) arrange for and otherwise to book rentals of the Center during the Term in accordance with the date reservation and scheduling priorities adopted from time to time by the Manager, provided that such rentals do not conflict with any City or CRA events held pursuant to Section 4.2, (a “Center Rental”) and (b) negotiate and execute and perform all use agreements for the conduct of Center Rentals. All revenues generated from Center Rentals shall be considered Center Revenues, shall be deposited in the Center Operating Account and shall be used by the Manager to pay for the operating and maintenance expenses of the Center. All Center Rentals shall comply with applicable law, including but not limited to maximum capacity limitations, noise ordinances, alcoholic beverage laws, and City Ordinances.

5.9 Hours of Operation. The hours of operation of the Center on Center operating days shall be generally consistent with the hours of operation for Sullivan Park, provided that the Center shall not operate past midnight on any day.

5.10 Operational Deficiency. The Manager shall present a budget to the City and the CRA in advance of each fiscal year of the Term of this Agreement (October 1 to September 30) showing the expected deficiency between the revenues generated from the Center operations, including excess Fundraising Revenues available to pay for Center expenses, and the expenses estimated to be incurred by the Manager in operating the Center in accordance with this Agreement (an “Operational Deficiency”). During the first two fiscal years of the Term of this Agreement, the City or CRA will advance the Manager up to \$250,000 annually to support cash flow to address the Operational Deficiency (an “Advance Payment”). During years three through five of the Term of this Agreement, the Manager and the City shall meet on a quarterly basis (by October 1, January 1, April 1, and July 1) to discuss the Operational Deficiency and determine the quarterly amount of the anticipated Operating Deficiency, and the City or the CRA will advance Manager up to \$62,500 on a quarterly basis to support cash flow to address the Operational Deficiency (a “Quarterly Advance Payment”). Within 30 days following the close of each fiscal year for the first five fiscal years of the Term of this Agreement, the Manager shall notify the City in writing and provide reasonable supporting documentation of the final actual Operational Deficiency for such fiscal year. To the extent that the final actual Operational Deficiency for such fiscal years, as supported by the annual audit for such fiscal year, is less than the amount of the Advance Payment (or less than collectively the four Quarterly Advance Payments for fiscal years three through five) for such fiscal year, the Manager shall return to the City or the CRA (as applicable) the difference

within 30 days following the Manager's receipt of the annual audit for the subject fiscal year. Manager agrees to use best efforts to mitigate the potential for an Operational Deficiency. In no event shall the City or the CRA collectively be liable for an Operational Deficiency in excess of \$250,000 in any fiscal year of the Term of this Agreement (\$250,000 is the "Maximum Annual Payment Amount"), nor shall the City or the CRA be liable for any Operational Deficiency advance or payment of any kind in any year after the fifth fiscal year of the Term of this Agreement.

6. Marketing of Center and City of Deerfield Beach. During the term of this Agreement, NWA shall provide marketing and advertising services for the Center and the City of Deerfield Beach in print and digital formats and on-site at the Museum of Discovery and Science in accordance with, and at the minimum frequency and durations identified in, the Partnership Marketing Plan attached as Exhibit "D". The City shall advise NWA as to whether each marketing opportunity identified in the Marketing Impact section of Exhibit "D" shall promote the City of Deerfield Beach or the Center, or both and the copy for any marketing materials shall be provided by the City and/or the CRA.

7. Exculpatory Language. Exculpatory Language referenced in Section 5.1.2 of this Agreement means the language set forth in the following paragraph with the name of the exculpating party inserted into the blanks:

_____ acknowledges that this Agreement imposes no contractual obligations upon the City of Deerfield Beach (the "City") or the City of Deerfield Beach Community Redevelopment Agency (the "CRA"); that each of the City and the CRA, and their members, elected officials, other officials, officers, agents, employees, independent contractors and consultants (each an "Exculpated Party") is an express third party beneficiary of this Agreement as to all indemnification provisions set forth in this Agreement; that in the event of a default under this Agreement, of any kind or nature whatsoever, _____ shall look solely to the New World Aquarium, Inc. at the time of the default for remedy or relief and shall not look to or proceed against any Exculpated Party; and that no member, elected official, officer, employee, agent, independent contractor or consultant of the City or the CRA, shall be liable to _____, or any successor in interest to _____, in the event of any default or breach of this Agreement or on any other obligation under the terms of this Agreement.

8. Public Recognition.

8.1 The Manager and the City shall be recognized equally as to their contributions to the Center in all promotional materials and publications involving the Center, as further set forth in the agreed upon Marketing Plan for the Center. The Manager and the City shall submit proposed promotional materials and publications to each other for review and approval prior to publication and public circulation.

8.2 The Manager will be recognized by name on the exterior of the Center for the duration of the Term of this Agreement in a form, location, and manner reasonably agreed to by the City and the Manager and subject to the City of Deerfield Beach's applicable signage regulations.

9. Maintenance and Repairs.

9.1 *Repair and Maintenance of Center.* Manager shall maintain the Center in good order and repair at Manager's own expense during the entire Term of this Agreement and any extensions and renewals. Manager shall perform any required maintenance and repairs within the Center interior space at Manager's own expense. If Manager neglects or refuses to do so, the City shall have the right, but not the obligation, to perform necessary maintenance or repairs for the Manager, and Manager shall promptly reimburse the City for the cost of such necessary maintenance or repairs, provided that the City shall first give Manager ten (10) days written notice of its intention to perform necessary maintenance or repairs to enable Manager to perform necessary maintenance or repairs at Manager's own expense. The City is responsible for repairs to and maintenance of HVAC, plumbing, and electrical systems servicing the Center, except that the Manager must repair any damages caused by the Manager, or the Manager's officers, employees, contractors, or invitees.

9.2 *Structural Maintenance.* Structural maintenance to the Facility and Center (and exterior painting) shall be done by the City, except that the Manager must repair any damages caused by the Manager, or the Manager's officers, employees, contractors, or invitees.

9.3 *Alterations.* No alterations or additions of any character shall be made on or to the Center by Manager without obtaining the prior written consent of the City. If alterations or additions are made, they shall be made at the sole cost and expense of Manager, unless otherwise agreed to in writing with the City.

9.4 *Maintenance of Equipment.* Manager shall maintain all tools and equipment (excluding HVAC) used for the Center in good working condition at all times, at Manager's sole cost and expense, for the operation of the Center.

9.5 *Damages to Center.* If at any time during the term of this Agreement the Center is damaged by an act of God or other cause beyond the control of Manager that renders the continued use of the Center impracticable, the City shall, with due diligence, obtain a written cost estimate to restore the Facility and Center to operative condition, determine whether the City will restore the Center to operative condition and the anticipated time frame for such restoration and the City shall provide such written cost estimate and determinations to Manager (the "Restoration Notice"). In the event the City agrees to restore the Center to operative condition, the City shall not be obligated under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of the damage. The City shall not be responsible for any revenues or profits lost by Manager, or Manager's contractors, licensees or agents, due to the partial or complete damage or destruction of the Center or Facility. Manager may, upon thirty days written notice to the City after Manager's receipt of a Restoration Notice indicating that the City will not restore the Center to operative condition, terminate this Agreement without any

liability of Manager to the City, except for the payment of amounts due to the City and any indemnification obligations as of the date of termination.

10. Termination. (a) *For Cause.* This Agreement may be terminated for cause by the CRA, City or the Manager upon the Material Default of this Agreement by the other party, which default is not cured within 30 days' written notice of default to the defaulting party. Notwithstanding, the CRA, City or the Manager may grant an additional period of such duration as the CRA, City or the Manager shall deem appropriate without waiver of any of the rights hereunder, so long as the defaulting party has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty day period.

Each of the following shall constitute a "Material Default" of this Agreement:

1. If the Manager shall breach its obligations under the provisions of Sections 2.2, 4, 5, 6, 7, 8, 9, 12, 14, 15, 18, 21, or 22, and such breach is not cured within 30 days after written notice by the City or CRA to the Manager;
2. Any assignment or transfer shall occur that is in violation of the terms and provisions of Section 13, which is not cured within 30 days after written notice by the City or the CRA;
3. If the CRA and the City fail to pay the Operational Deficiency to the extent required under the provisions of Section 5.10, and such breach is not cured within 30 days after written notice is given to the CRA and the City by the Manager;
4. If the CRA and the City breach their obligations under the provisions of Section 9.2 regarding structural maintenance to the Facility and Center, and such breach is not cured within 30 days after written notice is given to the CRA and the City by the Manager.

(b) *Financial Viability.* In the event of (i) two consecutive fiscal years of documented Center operational losses (after the first partial or full fiscal year of Center operations) that total more than 50% of the Maximum Annual Payment Amount in each fiscal year of such loss (after utilizing awarded grant funding, available Fundraising Revenues, and any Operational Deficiency payments made by the CRA or the City pursuant to Section 5.10), or (ii) an aggregate documented Center operating loss (net of any aggregate operating surpluses and after utilizing awarded grant funding, available Fundraising Revenues, and any Operational Deficiency payments made by the CRA or the City pursuant to Section 5.10) during the term of the Agreement totaling more than 200% of the Maximum Annual Payment Amount, the Manager, the CRA or the City may, in their discretion after good faith consultation with the other parties to the Agreement, terminate this Agreement upon at least ninety (90) days' prior written notice to the other parties to the Agreement.

(c) *Transition.* Following delivery of a termination notice or upon the expiration of this Agreement, the parties shall cooperate in good faith to effect over the subsequent six (6) month period an orderly transition of any remaining obligations under this Agreement, including, but not limited to, the settlement of outstanding financial commitments and the transfer of operational responsibilities as may be required. Upon the expiration or earlier termination of this Agreement, the Manager shall vacate the Center and deliver the Center (including any keys to any enclosed or secured areas within the Center) to the City in good, safe and clean condition and repair, free from any deferred maintenance, ordinary wear and tear

excepted, and otherwise in compliance with all applicable requirements of this Agreement, and including that upon such delivery, the Center shall be a fully operational facility, subject to the provisions of Section 4.1.1.1, containing all equipment, personal property and fixtures required for such operation, ordinary wear and tear or Act of God excepted. To the extent the Center is not returned in such condition ordinary wear and tear excepted, as required by the preceding sentence, the City shall be entitled to be reimbursed by Manager in an amount as may be necessary to bring the Center to the condition required by this Section unless such condition is the result of an Act of God (subject to reimbursement to the City in the event Manager receives insurance proceeds for the underlying damage caused by the subject Act of God that would be required to be repaired by Manager under this Section).

(d) The termination rights provided for in this Section 10 are in addition to the termination rights provided under Section 2.1 and Section 19 of this Agreement.

11. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any action, whether at law or in equity, shall be initiated in Broward County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties that in any way arises out of this Agreement.

12. Public Records Law. Manager shall comply with Chapter 119, Florida Statutes “Public Records Law, and shall:

- a. Keep and maintain public records required by the City to perform the services required under this Agreement.
- b. Upon request from the City's custodian of public records, Manager shall provide the City with a copy of any requested public records or allow the requested public 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. Manager shall 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 Agreement's term and following completion of the Agreement if Manager does not transfer the public records to the City.
- d. Upon completion of the Agreement, Manager shall transfer, at no cost to CRA or City, all public records in possession of Manager or keep and maintain public records required by Manager to perform the services required under the Agreement.
- e. If Manager transfers all public records to the City upon completion of the Agreement, Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- f. If Manager keeps and maintains public records upon completion of the Agreement, Manager shall meet all applicable requirements for retaining public records.
- g. All records stored electronically must be provided to the City, upon request from City's custodian of public records, in a format that is compatible with the City's information technology systems.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Custodian of Public Records: HEATHER MONTEMAYOR, CITY CLERK

Mailing address: 150 N.E. 2ND AVE.,
DEERFIELD BEACH, FL 33441

Telephone number: 954-480-4213

Email: WEB.CLERK@DEERFIELD-BEACH.COM

13. Assignment and Name Change. This Agreement may not be assigned by Manager except with the prior written consent of the City, which consent may be withheld in the City's sole discretion, except as otherwise provided below. NWA shall have the right to change its name or rebrand the entity operating under this Management Agreement, provided that such change does not alter the legal obligations, responsibilities, or rights of the Parties under this Agreement. NWA shall provide written notice to the City of any such name change. The notice shall include the new name and confirmation that the renamed entity remains a wholly owned subsidiary or affiliate of the Museum of Discovery and Science, Inc. ("MODS"). NWA shall file all necessary documentation required to operate under its new name in accordance with all applicable laws, including but not limited to filing its Article of Incorporation and/or fictitious name registration with the Florida Division of Corporations.

Notwithstanding the language above in this Section 13, NWA shall have the right, with the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed, to assign its rights and obligations under this Agreement to another wholly owned subsidiary of MODS. Any such assignee shall assume all rights, duties, and liabilities of NWA under this Agreement in writing, and NWA shall provide the City with written notice of the assignment at least thirty (30) days prior to its effective date. The notice shall include the legal name and organizational details of the assignee, confirmation of its status as a wholly owned subsidiary of MODS, an executed assignment and assumption agreement, and proof of the required insurance in the name of the wholly owned subsidiary of MODS.

14. Indemnification. To the extent permitted by law, Manager agrees to indemnify, defend, and hold harmless, the CRA and the City, and their respective directors, officers, employees, and agents, (collectively, the "Indemnified Parties") from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of Manager, or its respective officials, agents, employees or subcontractors, in Manager's performance pursuant to this Agreement. The CRA and the City reserve the right, but not the obligation, to participate in defense without relieving Manager of any obligation hereunder.

The Manager shall not infringe upon any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of this Agreement. The Manager warrants that all deliverables and services furnished under this Agreement, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights. The Manager shall be liable and responsible for any and all claims made against any of the Indemnified Parties for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the deliverables or services furnished under this Agreement, or the Indemnified Parties continued use of the deliverables furnished hereunder. Accordingly, the Manager at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Indemnified Parties and defend any action brought against any of the Indemnified Parties with respect to any claim, demand, cause of action, debt, or liability.

Manager shall require all of its subcontractors performing any work or services under this Agreement to indemnify the CRA and City in the same manner and to the same extent that Manager indemnifies the CRA and City in this Agreement.

The indemnification, defense and hold harmless obligations set forth in this Section shall survive termination of this Agreement and shall be effective for a period commencing on the Effective Date and continuing during the Term (and any Renewal Term) and for a period of five years after the expiration of the Term or any Renewal Term, whichever is later.

Nothing in this Agreement shall be deemed or treated as a waiver by the CRA or City of any immunity to which either is entitled by law, including but not limited to the CRA's or City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

15. Insurance. Manager shall provide, pay for, and maintain the following insurance for the duration of this Agreement:

- a. Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage. The CRA and the City are to be included under such policy as additional insured to the extent of liability assumed by Manager, with coverage to be primary and not contributory with any such coverage maintained by the CRA or City. The policy shall contain a severability of interests' provision in favor of the additional insureds and the policy shall include Minors Sexual Abuse & Molestation coverage.
- b. Automobile Liability covering owned (if any), rented, and non-owned vehicles operated by Manager with policy limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.
- c. Workers' Compensation as statutorily required.
- d. Cyber Liability insurance coverage with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence.

- e. Manager shall ensure that all consultants, contractors, and subcontractors engaged by Manager to perform work or services under this Agreement carry and maintain insurance as required in subsections a-c above, and carry and maintain professional liability insurance covering such consultants/contractors/subcontractors' negligent acts, errors and omissions in its performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate. Coverage shall be maintained in effect for a period of two (2) years after the completion date of the applicable scope of services performed by the consultant/contractor/subcontractor.

Upon request, Manager shall provide to the City certificates of insurance evidencing compliance with the requirements in this Section. The certificates shall show the CRA and City as an additional insured on the Commercial General Liability and Automobile Liability policies. Certificates of Insurance along with the Additional Insured endorsement must be submitted for review and approval. All insurers must have an AM Best rating of A-VI or better by the A.M. Best rating company and agree to provide the City and CRA with 30 days' advanced written notice in the event of cancellation or modification which materially restricts coverage or terms on all policies. Manager shall submit proof of all required insurance to the City within 10 business days after the Effective Date.

The City or the CRA shall provide and pay for property insurance, in a reasonable amount as determined by the City or the CRA (as applicable), to insure the Facility against property damage.

16. Dispute Resolution. In recognition of the negative consequences associated with disputes, both in terms of lost time and expense to all Parties, the City, CRA and Manager agree to initially attempt to resolve disputes, claims or other matters in question with direct negotiation between the Parties.

If direct negotiation between the Parties does not resolve the dispute, claim or other matters in question, the City, CRA and Manager agree to attempt to resolve these issues by mediation. Request for mediation shall be filed in writing with the other parties to this Agreement.

The parties shall share the mediator's fee equally. The mediation shall be held at a place selected by the City within Broward County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

17. Notice. Whenever any notice, demand or consent is required or permitted under this Agreement, such notice, demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested, hand delivery, or reputable overnight carrier (e.g. Fed Ex, UPS) to the parties' address listed below:

City: Rodney Brimlow, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Copy to: Anthony Soroka, City Attorney
2255 Glades Road, Suite 200E
Boca Raton, FL 33431

CRA: Kris Mory, Executive Director
Deerfield Beach Community Redevelopment Agency
150 NE 2nd Avenue
Deerfield Beach, FL 33441

Manager: Joe Cox
New World Aquarium
401 Southwest 2nd Street
Fort Lauderdale, FL 33312

18. Compliance with Laws. Manager agrees to comply with all laws, ordinances, rules, and regulations that are applicable to the management, operations, or services covered by this Agreement. Manager shall perform its services and operate the center without regard to race, color, national origin, sex, religion, political affiliation or gender, and as otherwise provided by applicable law.

19. Scrutinized Companies. Manager certifies that Manager, and to its knowledge, any of its subcontractors, are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if Manager or its subcontractors are found to have submitted a false certification, or if NWA, or its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

20. Human Trafficking Affidavit. In accordance with Section 787.06(13), Florida Statutes, as Manager is a nongovernmental entity, Manager is required to attest that it does not use coercion for labor or services. At the time of execution of this Agreement, Manager shall execute and submit the required Non-coercion Affidavit to the City.

21. Access to Records and Audit Clause. During the Term of this Agreement (as may be renewed) and for three (3) years following the Agreement's expiration or termination, Manager agrees to permit the City and the CRA to examine at Manager's offices all of Manager's records that are, in any way, related to the Center or any of the services provided by Manager under this Agreement, and grants to the City and CRA the right to audit at Manager's offices any books, documents and papers of Manager pertaining to the Services to be provided under this Agreement. Manager shall preserve and maintain and make available, at reasonable times for examination and audit by the City, all financial records, supporting documents, statistical records, and any other documents pertinent to the Center or this Agreement in accordance with the Florida's Public Records Act, and in accordance with the Florida Statutes, as further described in Section 12 above.

Manager shall retain an independent third-party certified public accounting ("CPA") firm to review and audit Manager's financial statements and records. Manager shall submit audited financials to the City in accordance with the requirements set forth below:

- (a) Manager shall provide a tax return to the City for each year during the term of this Agreement.

- (b) Manager shall have audited financial statements prepared for the term of this Agreement with an audit opinion from a qualified CPA Firm retained by Manager.
- (c) Manager shall provide financial statements at least one month prior to the expiration of or earlier termination of this Agreement, which delineates the total amount of funds received as income or other revenue by the Manager, and delineates the total amount of funds expended by Manager.

22. Background Checks. The Manager will conduct Level 2 background checks on all NWA officials, agents, and employees, and officials, agents, and employees of NWA subcontractors, who will be in the Center at anytime while it is opened to the public and maintain these records in its personnel files. The background checks shall be completed on an annual basis and prior to any such employee's access to the Center. Upon request by the City, which shall not occur more than an annual basis, NWA shall provide an executed affidavit certifying that background checks have been completed for such employees in accordance with this Section.

23. Modification. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City and Manager.

24. Severability. If any provision of this Agreement is deemed to be invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable as though the invalid or unenforceable parts had not been included herein.

25. Negotiated Agreement. The parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

26. No Leasehold Interest. The CRA, the City and the Manager intend for this Agreement to provide for the Manager's operation of the Center pursuant to the terms and conditions of this Agreement. The parties acknowledge and agree that no leasehold or other interest in the Site, the Center or the Facility is conferred upon the Manager under the provisions of this Agreement.

27. Entire Agreement. This Agreement, and all attachments and documents referenced herein, supersedes all previous contracts concerning the subject matter herein, and constitutes the entire agreement between the parties regarding the subject matter hereof. As between the parties, no oral statements or prior written material not specifically referenced in this Agreement will be of any force and effect. The parties acknowledge that they have not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except such as are expressed herein.

MANAGEMENT AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

The New World Aquarium, Inc.

By: _____

Name: Joe Cox

Title: CEO

The City of Deerfield Beach Community Redevelopment Agency

By: _____

Name: Todd Drosky

Title: Chair

The City of Deerfield Beach

By: _____

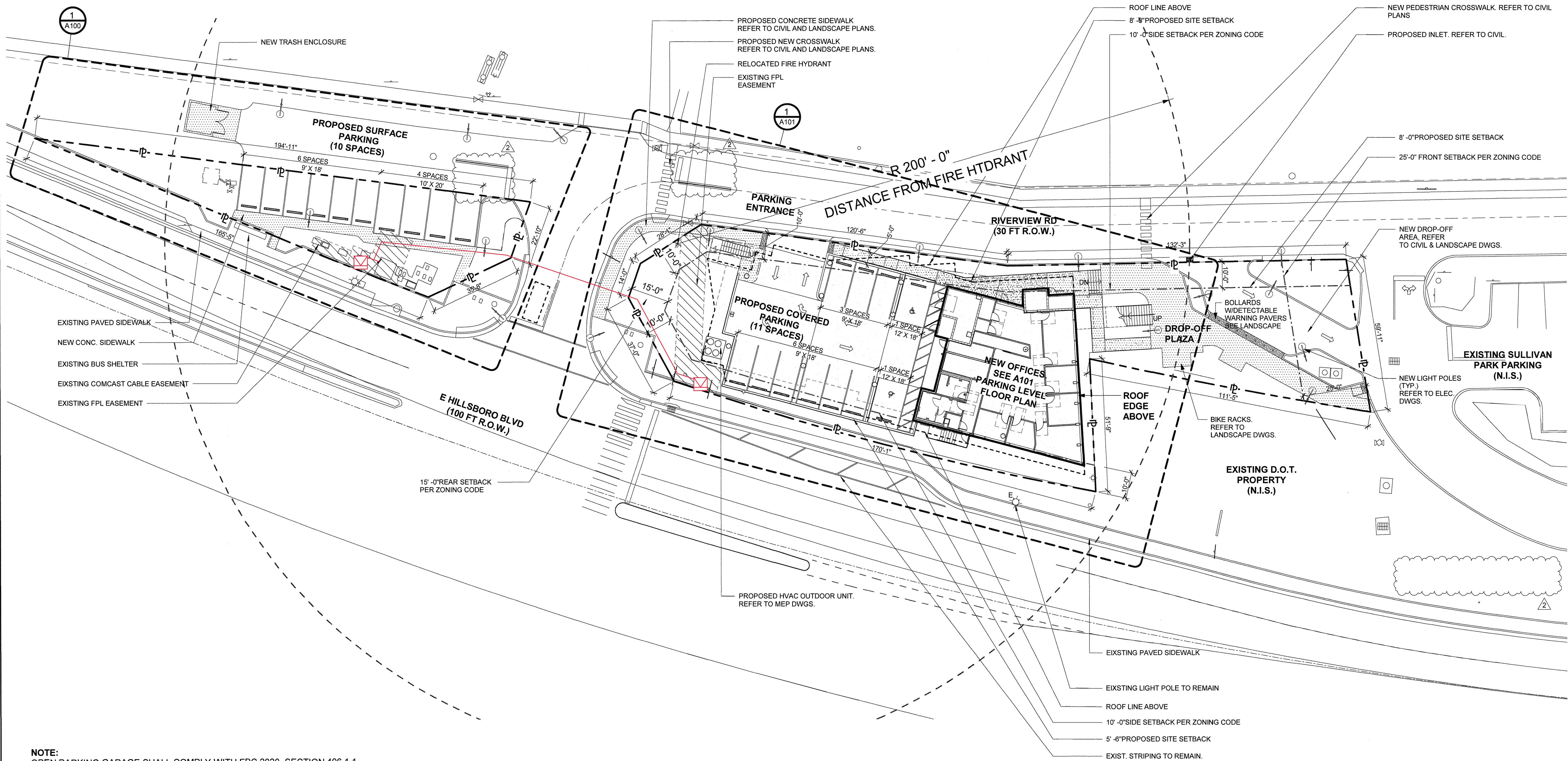
Name: Todd Drosky

Title: Mayor

EXHIBITS

EXHIBIT “A”	SITE
EXHIBIT “B”	BUSINESS PLAN
EXHIBIT “C”	CENTER DESIGN PLAN
EXHIBIT “D”	PARTNERSHIP MARKETING PLAN

Exhibit A - Site



NOTE:
OPEN PARKING GARAGE SHALL COMPLY WITH FBC 2020, SECTION 406.1.1
THROUGH 406.1.9.3, 406.4 AND 406.5

1 ARCHITECTURAL SITE PLAN
AS100 1" = 20' - 0"

PARKING REQUIRED - PER CH.98 SCHEDULE B	
GROUND FLOOR/OFFICES - 1 SPACE PER 250 SF = 14 SPACES	
UPPER FLOOR/CIVIC CENTERS - 1 SPACE PER 250 SF = 25 SPACES	

PARKING PROVIDED	
DESCRIPTION	Count
PARKING SPACE - ADA: 12' x 18'	2
PARKING SPACE: 9' x 18'	15
PARKING SPACE: 10' x 20'	4
GRAND TOTAL: 21	21

SITE PLAN LEGEND		
	PROPERTY LINE	
	REQUIRED SETBACK PER ZONING CODE (CRA IS EXEMPT)	
	ROOF/FLOOR LINE ABOVE	
	FPL EASEMENT	
	PROPOSED BUILDING FOOTPRINT	
	NEW CONCRETE. REFER TO CIVIL & STRUCTURAL DWGS.	
	EXISTING FIRE HYDRANT. REFER TO CIVIL DWGS.	
	EXISTING SITE LIGHT	
	PROPOSED SITE LIGHT. REFER TO ELEC.	

CORRECTIONS
DATE: MAY 30 2024
MAY 30 2024

BA

ARCHITECT, INTERIORS, & LANDSCAPE

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Center
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PHASE:

FOR PERMIT

Note: This drawing is protected by
copyright. It shall not be transmitted to
any other except as agreed to by the
Architect/Engineers

SEAL:

ADALBERTO A. DELGADO
FL REG. AR 0013636

REVISIONS:

No.	DESCRIPTION	DATE:
1	BLDG. DEPT.	12/01/23
2	REVISION 2	02/09/24

TITLE:

ARCHITECTURAL
SITE PLAN

Project No: 02034.000
Date: 12/01/2023
Scale: As indicated
Format: 24" x 36"

SHEET:

AS100

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Exhibit B

Marine Science Facility at Sullivan Park Business Plan

Marine Science Facility at Sullivan Park

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Marine Science Facility at Sullivan Park Executive Summary

Background

The New World Aquarium, Inc., (“NWA”) a Florida non-profit corporation and affiliated entity of The Museum of Discovery and Science, Inc.

Since its inception, the Museum of Discovery and Science (MODS), has been Broward’s primary educational resource for informal STEM learning – science, technology, engineering and math. As a non-profit organization, whose mission is *connecting people to inspiring science*, we provide educational and cultural experiences for 500,000+ visitors and program participants annually; in the past year visitors came to our 150,000 sq. ft. facility from all 50 U.S. states and 27 foreign countries.

The MODS experience is extensive and evolves to meet the needs of our region. Flagship programs include: **MODS STEMobile**, a fleet of five mobile makerspaces launched during the pandemic, delivering programs to 60,000+ youth annually, with 85% of programs delivered free to at-risk children; the **Discovery Spot** exhibit and **Sprouting STEM Early Childhood Learning Lab**; **Visit Lauderdale Science Festival**, a resilience showcase highlighting the work of regional corporations, universities, scientists and researchers attracting 10,000 annually; Paid **Workforce Development Internships** for 105 high school students and; **Inclusivity Programs** that extend the Museum’s accessibility through free or significantly reduced admission for non-profit agencies and low-income families.

MODS has been accredited by the American Alliance of Museums for three decades. We have added to that distinction by being designated the *Hub for Resilience Education* by the Community Foundation of Broward; selected by the LEGO Foundation as one of only 18 U.S. museums to participate in their *Playful Learning Museum Network*; selected by the Lilly Endowment to participate in their *Fostering Character Development Through Children’s Museums* initiative; and awarded the prestigious *2023 IMLS National Medal for Museum Service*.

Business Entities

In 1999, MODS acquired the rights to The New World Aquarium, Inc., (NWA) a 501(c)(3) business entity established to develop a major aquatic project in downtown Fort Lauderdale. Lack of funding from private sources hindered the project’s completion and MODS assumed the rights to NWA’s name and business identity. NWA is an active corporation in the state of Florida, FEIN 65-0238309.

NWA would oversee business operations of the Marine Science Facility at Sullivan Park.

Once the management agreement is approved by NWA board of trustees and the City of Deerfield Beach Commission, the City of Deerfield Beach (City) will enter into the contractual operating agreement with NWA to serve as operators. NWA will continue to coordinate the related scope of work with the City of Deerfield Beach Community Redevelopment Agency (CRA) which is governed by the City of Deerfield Beach until the CRA sunsets in 2027. After that time, NWA will coordinate with the City of Deerfield Beach, City Manager.

Project Need

The City of Deerfield Beach is a premier nautical destination for saltwater and freshwater enthusiasts, drawing tens of thousands of Broward County residents and tourists to the region each year. The Marine Science Facility at Sullivan Park is the realization of the community's vision and the city's sustained commitment to reinforce Deerfield Beach's reputation as a family nautical destination. Opened in 2017, Sullivan Park features a 2,200 square foot children's splash pad, playgrounds, restrooms, picnic pavilion, 11 slip public marina, boat shuttle to Deerfield Island County Park and a pedestrian promenade along the Intracoastal Waterway.

Since its inception in 1999, the City of Deerfield Beach Community Redevelopment Agency (CRA) has been committed to its Community Development Plan. This Plan outlines key visions to be achieved, including a "long term goal to increase area eco-tourism and public awareness of the Intracoastal Waterways and other waterways in Broward County." In 2018, the City of Deerfield Beach CRA went through a rigorous planning process with stakeholder input, determining that the best use for the property at Sullivan Park would be to construct a children's Marine Science Facility. This project is the culmination of five years of stakeholder engagement and a 25-year commitment from the City of Deerfield Beach CRA to position Deerfield Beach as the premier nautical destination for Broward County tourists.

Knowing of the NWA'S' leadership in environmental and marine science education, as well as its role as the only dedicated children's and science museum in our region, the City of Deerfield Beach approached NWA to spearhead this initiative.

Public Education & Economic Opportunity

The Marine Science Facility at Sullivan Park will achieve three key goals:

- Enhance the City of Deerfield Beach as a nautical destination through the creation of a Marine Science Facility that encourages repeat visitation and engagement from residents and tourists.
- Increase public awareness of marine science and marine and upland environments.
- Inspire underserved youth to become environmental stewards and connect to nature through quality educational opportunities and immersive cultural experiences.

The Marine Science Facility will drive tourism to Broward County and serve as a hub for environmental education, teaching families of all ages about the interconnectivity of the Florida Everglades, Hillsboro Canal, Intracoastal Waterway and Atlantic Ocean and the important role these waterways play in South Florida's environment and recreation. In addition to public education, the Marine Science Facility will:

- Generate economic activity by facilitating spending at local businesses and establishments.
- Strengthen tourism to the City of Deerfield Beach.
- Improve community well-being, enabling Deerfield Beach residents to take pride in a prominent educational and cultural facility in their city.

Marine Science Facility at Sullivan Park Overview

The Marine Science Facility at Sullivan Park will serve as a dynamic hub for marine environmental education. The bi-level, 10,000 sq. ft. facility on the site of Sullivan Park is located just North of Hillsboro Boulevard and bordering the Intracoastal Waterway. The centerpiece of the facility is 5,000 sq. ft. of interactive exhibits showcasing the diverse marine and wetland ecosystems of South Florida. These exhibits, curated by NWA, will connect visitors to the rich natural heritage of South Florida from Sawgrass (the *Florida Everglades*) to Seagrass (the *Atlantic Ocean*) – exploring wetlands, uplands, the Everglades and marine habitats while stressing the importance of environmental stewardship, sustainability and climate resilience. The Facility will feature state-of-the-art exhibit halls with interactive exhibits, nature-based programming, live performance shows in a multipurpose space and outdoor programs, leveraging the Facility's unique location near three distinct waterways.

The Marine Science Facility will increase visitation to the City of Deerfield Beach by offering unique nature experiences that attract both local residents and tourists, enhancing the City's appeal as a destination for environmental education and nautical tourism. Immersive activities for students and families will enhance the experience. School field trips, workshops and community programs will connect Broward and Palm Beach schools and residents with hands-on learning opportunities about marine ecosystems and sustainability. Opportunities for children's birthday parties and facility rentals will enhance the experience. Sea turtle walks will encourage conservation efforts. A NWA Wild Series that begins at the Marine Science Facility will feature guided excursions into Broward's diverse ecosystems, including Deerfield Island Park.

Projected opening is scheduled for summer 2026.

Marine Science Facility at Sullivan Park Business Plan

Operational Overview

The Marine Science Facility will be considered an extension of NWA business operations defined by the same mission and values. NWA will operate with the guidelines, policies and procedures that have already been established.

- **Days and Hours**
 - NWA will open this location 5 days a week, Wednesday to Sunday, from 10 a.m. to 5 p.m.
- **Specialty Hours**
 - The facility will open outside of business hours for facility rentals, private events and birthday parties.
 - The Facility may operate on a modified schedule during holidays or special Deerfield event days to accommodate community needs.
- **Staff**
 - The facility will be staffed with a dedicated Manager. This team will understand the full scope of operations including but not limited to education, exhibits, animals/marine care, guest services and facilities.
 - Other support staff from guest services, events, education and life sciences at NWA will supplement the management staff in running the operations as needed.
 - All administrative support will be managed by NWA.
- **Admission and Purchases**
 - Explore making this location cash-free.
 - Ticketing will be managed by NWA' current ticketing system, Altru by Blackbaud, which can offer tickets in advance online or onsite through a kiosk.
 - Groups will be booked by our Guest Experience department. Reservations must be made a minimum of two weeks in advance.
- **Memberships (See Attachment 3: Market and Membership Research of Local and National Museums with Multiple Locations)**
 - Memberships will be sold specifically for the Marine Science Facility visitation.
 - MODS Members will receive entry to the Marine Science Facility as a benefit of their MODS Membership.
 - Memberships are available to purchase online or onsite.
 - Memberships are valid for a one-year period.
- **Guest Experiences**
 - **Arrival and Check-In:** Guests will be greeted and checked in at the arrival kiosk.
 - **Parking:** Convenient parking is available at Sullivan Park for all guests.
 - **Onsite Programming:** Visitors can enjoy engaging in onsite programming designed to provide interactive, educational and memorable experiences.
 - **Exhibit Experience:** Explore immersive and hands-on exhibits that spark curiosity and inspire discovery for visitors of all ages.

- **Mobile Store:** A mobile store offering STEM-themed retail, prepackaged drinks and snacks, sustainably sourced to support environmentally conscious practices, is available for guest convenience.
- **Eating Space:** A designated eating space is available on the balcony, offering guests a comfortable area to relax and enjoy meals or snacks.
- **Stroller Parking:** A dedicated stroller parking area will be considered (location to be determined) will provide added convenience for families.
- **Enhanced Accessibility Services:** NWA is committed to ensuring an inclusive experience for all guests, with accessibility services that include:
 - Elevator access
 - ADA-compliant facilities
 - Sensory kits
 - Wheelchairs
 - Defibrillators and other safety equipment

Operational Assumptions

- **Ticketing:** Ticketing will be managed by NWA current ticketing system, Altru by Blackbaud which can offer tickets in advance online or onsite through a kiosk.
- **Phone System Integration:** All calls will be routed through the primary booking number for streamlined communication.
- **Front Desk Phone Management:** The front desk phone will handle general inquiries, with all other calls diverted to 954.713.0930 or the designated booking line for assistance.
- **Website and App Hosting:** The Facility will be hosted with distinct pages under the main MODS website (mods.org) and integrated into the MODS app for a seamless user experience.
- **Wi-Fi Management and Data Capturing:** The Deerfield Marine Science Facility's Wi-Fi network will be managed by NWA, ensuring reliable connectivity and integration with NWA'S' digital systems. The network will also support data-capturing capabilities to gather visitor insights and enhance the overall guest experience.
- **Email:** Staff and operations will utilize the existing MODS email domain (@mods.org) for all communications.
- **Social Media Integration:** Incorporate the Deerfield marine science vendor into the @MODSFTL social media accounts to ensure cohesive branding and outreach. Utilize targeted hashtags to increase visibility and engagement across platforms.
- **Custodial:** Ensure custodial services to maintain a clean and safe environment for guests and staff.

- **Changing Station:** Install a Pluie changing station to provide a convenient and hygienic diaper-changing solution for families.
- **Staffing:** Appoint a dedicated manager to oversee operations at the Deerfield Marine Science Facility. Additional staff, including specialists in life sciences, programs and education, will be assigned or rotated as needed.
- **Jumbotron:** Explore the option of having EyeCatch to maintain digital board on exterior of the Marine Science Facility at Deerfield Beach to be managed by the audience engagement department.
- **Exterior Building Issues Resolution:** NWA will notify the City to address exterior building issues within 30 days. If unresolved, NWA will repair the issues and submit for reimbursement to be paid by the City within 30 days.
- **Emergency Preparedness Plan:** The HR department will develop a comprehensive emergency preparedness plan, including protocols for natural disasters, medical emergencies and facility-specific risks. Regular staff training and drills will ensure readiness.
- **Volunteer Program:** Volunteers will be recruited and trained to support daily operations and enhance the visitor experience.
- **Facility Needs:** Ensure the facility is equipped with a changing table, water bottle refill station and hurricane preparedness plan. One STEMobile will be located onsite to support programming and other operational needs.

Community Survey

MODS recently conducted a comprehensive community survey to better understand the needs and preferences of our audience regarding the Marine Science Facility. The survey, distributed electronically in January 2025, reached more than 144,000 members, friends and donors of the Museum and 12,031 individuals subscribed to City of Deerfield Beach communications. It aims to assess key aspects of the facility operations, including:

- **Pricing:** Determining what is affordable and valuable to our visitors.
- **Hours of Operation:** Ensuring accessibility at convenient times for a diverse audience.
- **Frequency of Visits:** Understanding how often guests engage with the facility to enhance repeat visitation.
- **Program and Activity Interests:** Identifying popular topics and experiences to tailor offerings.
- **Accessibility and Amenities:** Highlighting areas to improve inclusivity and guest satisfaction.

The data collected will serve as a vital tool to guide the development and presentation of the Marine Science Facility.

By leveraging these insights, NWA will:

- **Refine Offerings:** Prioritize programs and activities that resonate most with the community.
- **Enhance Accessibility:** Address feedback on amenities to create a more welcoming environment for all visitors.
- **Optimize Hours and Pricing:** Align operational hours and admission costs with community preferences to maximize engagement.
- **Foster Connections:** Design experiences that strengthen the relationship between guests and marine science.

This survey will ensure that the voices of our community are central to shaping the future of the Marine Science Facility, enabling NWA to build a more engaging, inclusive and impactful experience for all.

The survey remains open and final survey results will be analyzed in February 2025 and incorporated into this plan. In addition to the survey, NWA will conduct community listening sessions used to shape the operational plans.

See Attachment 1: Community Survey

Target Market Analysis

The Marine Science Facility at Sullivan Park will cater to a diverse audience of families, educators and tourists, serving as a hub for marine education and conservation.

Ideal Customers:

- **Families with Children (Ages 3–12):** Seeking interactive, educational and recreational experiences that encourage hands-on learning and environmental stewardship.
- **Educators and Schools:** Focused on K–12 students from Broward and Palm Beach counties, with curriculum-aligned field trips and STEM-based programs.
- **Tourists:** Visitors to Deerfield Beach interested in eco-tourism and immersive marine experiences.
- **Environmental Enthusiasts:** Community members passionate about sustainability, conservation and climate resilience.

Customer Needs:

- Engaging, family-friendly exhibits and activities such as sea turtle walks, kayaking excursions and interactive displays.
- Affordable pricing options, including free days for local residents and programs for underserved communities.
- Opportunities for learning and connection to nature through immersive experiences.

Market Competition

The Marine Science Facility's primary competitors are local nature centers and marine-focused attractions.

Competitors:

- **Gumbo Limbo Nature Facility (Boca Raton):** Known for its impactful marine conservation programs, including a Sea Turtle Hospital and scenic public boardwalks. However, it has limited exhibit space and interactivity.
- **Sandoway Discovery Facility (Delray Beach):** Offers engaging hands-on marine life education and successful large-scale community events, though it does not match the scale or technology envisioned for the Marine Science Facility.
- **Anne Kolb Nature Facility (Hollywood):** Features natural habitats, extensive boardwalks and excellent bird-watching opportunities, but it lacks the advanced exhibits and programming planned for the Marine Science Facility.

Differentiation:

- **Comprehensive Offerings:** Unique combination of interactive exhibits, outdoor activities and STEM-based programs.
- **State-of-the-Art Facilities:** Advanced interactive exhibits, a multipurpose area and a focus on marine ecosystems.
- **Community Engagement:** Accessible pricing, free admission days and partnerships with local schools and organizations.
- **Immersive Experiences:** Activities like NWA Wild excursions, sea turtle walks, camp and internships that inspire conservation and sustainability.

Marketing Strategy

To ensure that the new Marine Science Facility reaches the widest possible audience, NWA will partner with the City of Deerfield Beach to implement a multi-faceted marketing plan managed by the Museum's Sr. Director of Audience Engagement and team. This marketing plan outlines strategies that will ensure a seamless launch, sustained engagement from targeted local audiences and increased tourism to the City of Deerfield Beach.

Key Goals:

- Generate awareness for the facility and mission (mirroring MODS) through targeted marketing strategies and media outreach.
- Foster community engagement via listening sessions and partnerships.
- Expand educational outreach to local schools and residents with tailored field trips and workshops.
- Develop a long-term marketing plan to maximize revenue potential through memberships and event bookings.

Marketing Strategies:

- Utilize digital marketing, social media campaigns and email outreach to engage the community and promote the facility.
- Organize impactful soft openings and media tours to build excitement ahead of the grand opening.
- Collaborate with local businesses and organizations to enhance visibility and credibility.
- Promote the new Marine Science Facility to MODS Members and its 500,000+ annual visitors.

Programs and Events:

- Launch core programs such as sea turtle walks, camp and STEMobile outreach.
- Promote environmental stewardship through exhibits and activities that highlight marine ecosystems and conservation.
- Partner with Visit Lauderdale to attract the tourist audience.

Community Impact:

- Serve as an educational hub, offering unique experiences that integrate outdoor exploration with environmental education.
- Engage high school interns in paid workforce development, fostering workforce skills and environmental stewardship.
- Leverage partnerships with local schools to provide field trip opportunities, aiming to welcome 5,000 students in the first year.

See Attachment 2: Marketing and Fundraising Plan

See Attachment 3: Market and Membership Research of Local and National Museums with Multiple Locations

Terms and Responsibility of Lease

New World Aquarium and the City of Deerfield Beach will enter into a 30-year lease agreement (\$1 per year.) NWA envisions incorporating the terms below into the management agreement.

General Requirements

- **Exhibits**
 - Museum exhibits typically have a 10-year life span. New capital funds must be jointly identified and raised to support a refresh or renovation of the exhibit gallery by year 8.
 - NWA will own the exhibits installed at the Marine Science Facility. Upon the expiration or termination of the Management Agreement, the City or the CRA may, but is not required to, purchase all or some of the Center Exhibits at their fair market value taking into account the original cost of the Center Exhibit(s) with a reduction for the depreciation of such Center Exhibit(s). In the event of such purchase of Center Exhibits, the City or the CRA shall receive a credit in the full amount of the total collective Operational Deficiency payments made by the City and the CRA.

NWA Requirements

NWA envisions being responsible for the interior operations and maintenance of the Marine Science Facility, including:

- **Interior Maintenance**
 - Interior paint
 - Custodial and related supplies
 - Cleaning of interior windows
 - Exhibit maintenance and repair
 - Donor recognition
 - Animal/marine life support and care
 - Food and beverage
 - Gift shop goods
 - Phone system management
 - Wi-Fi
 - Computer software, subscriptions and database/point-of-sale systems
- **Staffing**
 - Full-time staffing, including a Manager and Assistant Manager, to oversee all operational aspects, including the daily care of animals/marine life.
 - Part-time personnel for admissions, membership sales and gift shop operations.
 - Rotating MODS Fort Lauderdale staff to support education, exhibits, life sciences and hosting events/parties.
- **Insurance**
 - Maintain insurance for the interior contents of the building, including exhibits, equipment and other assets.
 - Provide workers' compensation insurance for NWA employees.
 - Carry general liability insurance.
 - Maintain business interruption insurance to protect against operational disruptions.
- **Additional Services**
 - Contract regular onsite interior custodial services.
 - Perform maintenance of exhibits, computers and other interior systems, based on operational experience and adjusted for the facility's size.
 - Follow all operational and emergency plans, including First Aid/Medical protocols enforced at the Museum.
 - Implement theft prevention measures.

City of Deerfield Beach Requirements

NWA envisions the City of Deerfield Beach will be responsible for the exterior operations and support of the Marine Science Facility, including:

- **Exterior Maintenance**
 - Parking lot and related areas
 - Landscaping
 - HVAC
 - Electric
 - Water
 - Trash/recycling removal
 - Security
 - Pest control
 - Elevator maintenance
 - Solar panels
 - Roof repairs and maintenance
 - Cleaning of exterior windows
 - Deck
 - Other miscellaneous exterior items
- **Parking**
 - Ensure parking access and use of Sullivan Park for guests, including the designation of five parking spots for NWA employees.
- **Financial Support**
 - Subsidize operations of the Marine Science Facility in the amount of \$250,000 for the first five years, until the facility is self-sustaining.
 - Invest in pre-opening funds to support:
 - Computer and office equipment (e.g., copy machines, phones and lunch bins).
 - Marketing.
 - Grand opening.
- **Insurance**
 - Maintain insurance for the building structure, including mechanical systems, HVAC, elevator, solar panels and other exterior components.
- **Building Operating Systems**
 - Be responsible for all building operating systems, such as HVAC, elevator, solar panels and landscaping.
- **Emergency Communication Protocols**
 - Establish a method of communication for onsite work and emergencies:
 - A **work order system** for day-to-day maintenance requests.
 - A **direct contact person** at the City of Deerfield Beach for emergencies such as HVAC or plumbing issues.

Financial Projections

The Museum has developed a 5-year operating forecast of revenue and expenses for the Marine Science Facility.

Earned revenue is based on the following assumptions:

Attendance Projection:

- Year 1: 26,000 guests.

Admission:

- **South Florida Residents:** \$12/adult, \$11/senior, \$10/child (1 & under free).
- **Non-Residents:** \$15/adult, \$14/senior, \$13/child (1 & under free).
- **Members:** Free.
- **Special Programs:** Admission includes Bank of America Museums on Us, Museums for All, Kids Club and Blue Star initiatives.
- **Timed Ticketing:** Tickets will be issued for specific time slots.
- **Field Trips & Groups:** \$8 per person with a 15-person minimum.

Facility Rentals:

- **Availability:** Rentals offered 7 days per week, with an additional fee for early closures.
- **Pricing:** \$1,500–\$5,000, depending on the area rented.

Birthday Parties:

- **Birthday Parties:** Afterhours only on days the Facility is open to the public for initially. In subsequent years, birthday parties during operating hours will be explored.

Membership:

- **Standard NWA Membership:** Includes access to the Deerfield satellite facility.
- **Deerfield-Only Membership:** \$75 standalone membership for access to the Marine Science Facility.
- **Benefits:** Discounts on store purchases, birthday parties, classes and more for Standard Members and higher.
- **Guest Passes:** Not available for Deerfield-only memberships.

See Attachment 9: 5-Year Operating Forecast

Leadership Team

Joseph Cox, President & CEO

Joe has served as the President and CEO since February 2018. He has worked in the museum field for nearly 30 years. Joe was the recipient of a Smithsonian Fellowship in Museum Practice based at the National Zoo and National Museum of Natural History in Washington, DC. He completed the Getty Museum Leadership Institute at the Getty Facility in Los Angeles. Joe is past Chair of the Florida Association of Museums Foundation and is President of the national board of the Association of Children's Museums.

Meredith Feder, Deputy Director

Meredith is a leader in nonprofit management and brings over 25 years of strategic advancement, operational, marketing and communications experience. Prior to joining the Museum, she was senior director of advancement for Gulliver Schools, overseeing a \$60 million budget at one of the largest private schools in South Florida. Meredith completed the Getty Museum Leadership Institute at the Getty Facility in Los Angeles and is a Certified Fund Raising Executive (CFRE). Meredith is the recipient of the 2023 Distinguished Fellows Award by the national Association of Fundraising Professionals.

Cathy Nonnenmacher, CFO

Cathy is responsible for the financial operations and budgeting of the Museum, with oversight of the IMAX Theater, Accounting, Human Resources, IT, Facilities and Operations, including Explore Store and Café. Cathy is the former CFO for the Stamford Center for the Arts that operates The Palace Theatre in Stamford, CT and Executive Vice President and CFO of Trademark Cinemas Acquisition in Coral Springs. Cathy has an MBA from the University of Connecticut.

Attachment 1

Marine Science Facility at Sullivan Park Community Survey

Attachment 1: Community Survey and Responses

Email Concept

Subject Line: Help Us Create an Incredible Experience at Sullivan Park's Marine Science Facility! 

Header: Share Your Thoughts, Shape the Future!

The Marine Science Facility at Sullivan Park, Deerfield Beach, is a 10,000 sq. ft. destination designed to foster environmental stewardship through immersive exhibits, engaging nature programs and exciting special events. This collaboration between the City of Deerfield Beach and the New World Aquarium (NWA) is all about connecting families, tourists and educators with the wonders of marine life.

We value your input! Your feedback will help us shape the programs, amenities and experiences offered at this exciting new location. The survey takes just 6 minutes to complete, and your responses will help make this a vibrant destination for our community and visitors.

As a thank you, you'll be entered to win a one-year Family Membership (value: \$180) or extend your existing membership by one year for free.

Please complete the survey by 5 p.m. on Friday, January 31.

Together, we can make this a place where learning meets adventure!

Thank you for your continued support,

[Button: [Link to Survey](#)]

Survey Questions

Marine Science Facility at Sullivan Park, Deerfield Beach Survey

Thank you for sharing your input about the upcoming Marine Science Facility at Sullivan Park, Deerfield Beach. Your input will help us shape the programming, amenities and experiences offered at this exciting new location. This survey will take about 6 minutes to complete.

Section 1: About You

- **What is your primary relationship with the Marine Science Facility at Sullivan Park, Deerfield Beach?** (Select all that apply)
 - ☐ MODS Member
 - ☐ Educator
 - ☐ Broward County Resident
 - ☐ Deerfield Beach Resident
 - ☐ Tourist/Visitor to the Area (Outside of the Tri-County)
 - ☐ General Visitor within the Tri-County
 - ☐ Other (please specify): _____
- **What is your zip code?** _____
- **What is your age group?** (Select one)
 - ☐ Under 18
 - ☐ 18-24
 - ☐ 25-34
 - ☐ 35-44
 - ☐ 45-54
 - ☐ 55-64
 - ☐ 65+
- **If applicable, what age group is/are your child(ren)?** (Select all that apply.)
 - a. ☐ 0-1
 - ☐ 2-5
 - ☐ 6-9
 - ☐ 10-12
 - ☐ 13-17
 - ☐ 18+
 - ☐ N/A
- **What type of activities do you seek while visiting the area?** (Select all that apply)
 - ☐ Outdoor adventures (e.g., kayaking, beach activities)
 - ☐ Nature and environmental education experiences
 - ☐ Family-friendly attractions
 - ☐ Dining and shopping
 - ☐ Other (please specify): _____

- **If you are a tourist, how long do you typically stay in the Deerfield Beach area?**
 - 1-3 days
 - 4-7 days
 - More than a week
 - N/A

Section 2: Visiting Preferences

- **How often do you visit arts and cultural attractions, such as museums, galleries or science centers? (Select one)**
 - Weekly
 - Monthly
 - A few times a year
 - Rarely
 - Never
- **How often are you likely to visit the new Marine Science Facility? (Select one)**
 - Weekly
 - Monthly
 - A few times a year
 - Rarely
 - Never
- **If you are a tourist, how long do you typically stay in the Deerfield Beach area?**
 - 1-3 days
 - 4-7 days
 - More than a week
 - N/A
- **What day(s) are you least likely to visit the Marine Science Facility at Sullivan Park? (Select all that apply)**
 - Monday
 - Tuesday
 - Wednesday
 - Thursday
 - Friday
 - Saturday
 - Sunday
- **What times of day are typically most convenient for you to visit during the week?**
 - Morning (10:00 a.m. - 12:00 p.m.)
 - Early Afternoon (12:00 p.m. - 3:00 p.m.)
 - Late Afternoon (3:00 p.m. - 5:00 p.m.)

- **What times of the day are typically most convenient for you to visit during the weekend?**
 - Morning (10:00 a.m. - 12:00 p.m.)
 - Early Afternoon (12:00 p.m. - 3:00 p.m.)
 - Late Afternoon (3:00 p.m. - 5:00 p.m.)

Section 3: Program and Activity Interest

- **Rank your interest in the following activities or programs at the Marine Science Facility at Sullivan Park?** (Rate each from 1 = Not Interested to 5 = Very Interested)
 - Sea Turtle Walks
 - NWA Wild Excursions (e.g., kayaking, snorkeling, beach cleanups)
 - STEMobile (outreach) visits to local schools and parks
 - Field trips to the facility
 - Climate resilience and conservation workshops
 - Camps
 - Birthday Parties
- **Do you participate in community events such as fall festivals, farmers markets and parades?**
 - Yes
 - No
 - If yes, please specify types of events.
- **Do you participate in services events such as beach cleanups?**
 - Yes
 - No
 - If yes, please specify types of events.

Section 4: Amenities and Accessibility

- **What types of amenities do you expect in a visit to a cultural attraction?**
 - Water refill stations
 - Self-serve kiosks for tickets
 - Additional seating areas with views of the surrounding areas
 - Other (please specify): _____

Section 5: Educator-Specific Questions

- **If you are an educator, what learning experiences do you value most for your learners? (Rank 1-6)**
 - Hands-on marine science activities
 - Interactive exhibits on marine ecosystems
 - Live animal encounters
 - Classroom-style workshops
 - Climate resilience and sustainability programs
 - Early childhood programs

- **If you are an educator, please select what days you are most likely to book a field trip to the Marine Science Facility at Sullivan Park?**
 - Mondays
 - Tuesdays
 - Wednesdays
 - Thursdays
 - Fridays
 - N/A

Section 6: Additional Feedback

- **Do you utilize other local amenities, such as splash pads, nearby park or beach excursions?**
 - Yes
 - No
 - If yes, please specify: _____
- **Is there anything else you'd like to share to help us improve your experience at the Marine Science Facility at Sullivan Park?**
- **If you would like to be entered to win a one-year Family Membership (value: \$180) or extend your existing membership by one year for free, please provide a valid email address.**
 - Email address

Thank you for your feedback! Your insights are crucial to making the Marine Science Facility at Sullivan Park, Deerfield Beach, a vibrant and engaging destination for both residents and visitors.

Attachment 2

Marine Science Facility at Sullivan Park Marketing and Fundraising Plan

Attachment 2: Marketing and Fundraising Plan

Marine Science Facility Marketing Overview

The Marine Science Facility at Sullivan Park, Deerfield Beach, is a 5,000 sq. ft. facility designed to foster environmental stewardship. This collaboration between the City of Deerfield Beach and the New World Aquarium (NWA) offers immersive exhibits, nature programs and special events that engage families, tourists and educators. The facility aims to drive an increase in visitation to the City of Deerfield Beach by offering unique experiences that attract both local and out-of-town guests, enhancing the city's appeal as a nautical destination for environmental education and marine conservation. This plan ensures seamless launch and sustained engagement of the facility. The fundraising plan ensures a strategy to successfully secure donor support for the marine facility's implementation, programming and upkeep.

Key Goals

1. **Generate Awareness for the Facility and its Mission:** Utilize targeted marketing strategies, community events and media outreach to highlight the facility's purpose and its role in coastal conservation and environmental education.
2. **Foster Community Engagement through Listening Sessions and Partnerships:** Engage local stakeholders and residents by hosting listening sessions to gather feedback and build partnerships that support shared goals for environmental stewardship.
3. **Secure \$2.1 Million in Funding for Exhibit Construction:** Develop a comprehensive fundraising strategy, including identifying donor prospects and offering compelling naming opportunities to fund the facility in full.
4. **Expand Educational Outreach to Local Schools and Residents:** Offer tailored field trips, workshops and community programs to connect local schools and residents with hands-on learning opportunities about local ecosystems and sustainability.
5. **Develop a Long-Term Marketing Plan to Maximize Revenue Potential:** Establish a robust marketing plan designed to create buzz, sustain community interest and optimize revenue generation through memberships, event bookings and other income streams.
6. **Identify Naming Opportunities to Attract Donors:** Engage donors in supporting the physical space of the facility and related programs, providing enhanced recognition and onsite volunteer opportunities.
7. **Establish an Original Concept:** Clearly define and communicate the collaborative objectives of the venture between the City of Deerfield Beach and NWA, ensuring alignment with community values and environmental goals.
8. **Create Buzz:** Organize impactful soft openings and media tours ahead of the grand opening to build excitement and establish a strong presence in the community.
9. **Drive Membership Growth:** Leverage free admission and exclusive programs to attract new members and retain existing ones.
10. **Boost Workforce Development:** Expand the EcoExplorers Internship program, offering high school students' hands-on marine conservation and environmental stewardship training.
11. **Promote Environmental Stewardship:** Align all initiatives with the sustainability mission to foster a culture of conservation and proactive community involvement.
12. **Maximize Revenue Potential:** Drive bookings for corporate events, themed parties and educational programs to ensure the facility's financial sustainability.

Key Areas of Research and Consideration

1. **Facility Concept:** Determine how the facility should be identified (i.e. "Nature Center" to align with its mission and appeal to target audiences.)
2. **Satellite Facility Benchmarking:** Research comparable museums and nature centers with satellite facilities to identify best practices and successful models.
3. **Defining an Environmental Hub:** Clarify the scope and meaning of an "environmental hub" to establish the facility's role within the community.
4. **Crafting Effective Messaging:** Develop a clear and compelling narrative that resonates with diverse stakeholders.
5. **Exploring Incentives:** Assess the feasibility and potential impact of offering incentives such as "Freebie Tesla vehicles" to enhance community engagement.
6. **Grant Opportunity:** Evaluate eligibility and prepare to apply for formal grant opportunities.
7. **Expanding Financial Goals:** Through philanthropy, raise additional funds to support additional upkeep and programming.
8. **Educational Goals and Objectives:** Determine specific educational goals and objects for visitors and program participants.

See Attachment 4: Facility Naming Options

Immediate Action Items

1. **Community Engagement:** Host listening sessions to gather feedback and foster community connections.
2. **Vendor Costs:** Determine the charges for services provided by Goodman PR, our agency of record, to incorporate into the budget.
3. **Donor Pitch Book Development:** Create a detailed pitch book featuring naming opportunities, justifications and the significance of a nature-focused facility.
4. **Donor Prospect List:** Compile a comprehensive list of donor prospects to support fundraising efforts.
5. **Audience Survey:** Determine profile (member, teacher, parent, etc.); days/time of operation; age of children; interest in named programs/offerings (sea turtle walks, live animals, aquariums, hands-on activities, etc.); access to food; how far they would travel for visit; interest in taking advantage of other offerings in area. **(See Attachment 1: Community Survey and Responses)**
6. **Budget:** Develop budget requirements to align with proposed operating scope.

Facility Naming Opportunities

The following areas within the facility offer unique naming opportunities to attract donors and enhance engagement. **See Attachment 5: Facility Naming Opportunities**

1. **Facility:** Highlight the entire facility as a flagship naming opportunity, providing donors with maximum visibility and recognition.
2. **Balcony:** Offer naming rights for the balcony area, a versatile space for events and exhibits.
3. **Welcome Desk:** Recognize a donor at the first point of interaction for visitors, symbolizing a warm and inviting entry to the facility.
4. **Sawgrass Area:** Feature this space as a key exhibit area representing the region's natural beauty and biodiversity.
5. **Aquaria:** Offer naming rights for marine and terrestrial habitat exhibits.
6. **Seagrass Area:** Offer naming rights to this area to emphasize marine ecosystems and conservation education.
7. **Boat:** Provide a unique opportunity to name the boat used in hands-on marine exploration and tours.
8. **Early Childhood Area:** Engage donors interested in supporting young learners by naming this dedicated space for early childhood education.

See Attachment 6: Donor Prospect List

Data Research and Analysis

To support decision-making and strategic planning, the following data research initiatives will be undertaken:

1. **Comparative Pricing Analysis:** Conduct a detailed pricing analysis of similar museum satellite facilities to inform competitive positioning. (**See Attachment 3: Market and Membership Research of Local and National Museums with Multiple Locations**)
2. **Visitor Expectations:** Analyze data from community listening sessions and email surveys to understand the expectations of Museum visitors, particularly the 300 Deerfield residents who are MODS Members.
3. **Naming Opportunities:** Evaluate investment level of potential naming opportunities and ensure alignment with traditional donor interests.
4. **Donor Prospect List:** Develop a comprehensive prospect list and an engaging pitch book aimed at securing at least \$2.1 million in funding.
5. **City Partnership Parameters:** Define clear guidelines for fundraising and marketing collaborations with the City of Deerfield Beach.
6. **Facility Naming Testing:** Test and finalize potential names for the new facility to ensure they resonate with stakeholders and the community.
7. **Long-Term Marketing Plan Development:** Create a robust marketing plan focused on generating buzz, driving membership growth, expanding environmental outreach and maximizing revenue potential.

Fundraising, Membership, Earned Revenue and Marketing Strategies

To achieve the funding goals and ensure the facility's long-term success, the following strategies will be implemented:

1. **Donor Pitchbook:** Develop a pitchbook for the targeted donor prospect list and pitchbook that emphasizes the importance of marine conservation and highlights naming opportunities.
2. **Media Collaboration:** Partner with Goodman PR to craft compelling media pitches that align with the facility's mission and goals.
3. **Community Engagement:** Organize events, workshops and educational initiatives to deepen community connections and inspire advocacy.
4. **Local Business Partnerships:** Collaborate with local businesses and organizations to enhance visibility, credibility and fundraising efforts.

Fundraising Strategies & Insights

1. \$2.1 million in fundraising needed for exhibits.
2. Offer naming opportunities at a minimum of \$250,000 per gift for name recognition in facility.
3. Explore creating an endowment with Community Foundation for specific purposes (e.g., access programs.)
4. Apply for capital and operating grants under New World Aquarium.
5. Create free admission days for Deerfield Beach residents.
6. City invests a minimum of \$250,000 per year for up to 5 years to sustain the facility.
7. Install Coin Well: For miscellaneous donations.

Membership Strategies

1. Standard MODS Membership will include the Deerfield satellite.
2. \$75 for Deerfield satellite only.
3. Discounts for store, birthday parties, classes, etc. for Standard Members and higher.

Marketing Programs and Events

Our marketing strategy will promote marine life conservation and environmental education through engaging programs and community events. Each program will be marketed through targeted outreach using social media, school partnerships and local media.

Core Programs:

- **Field Trip Programs:**
 - **Objective:** Encourage field trip for grades K-5 from Broward and Palm Beach County schools.
 - **Marketing Strategy:** Promote through the annual planning and resource guide distributed to the school districts.
- **Early Childhood Programs:**
 - **Objective:** Promote early childhood programs to local center and families with children ages 0-6.
 - **Marketing Strategy:** Incorporate into existing print and digital marketing channels.
- **Hub for Resilience Education in Action:**
 - **Objective:** Promote exhibits, programs and outreach on climate resilience and sustainability through partnerships, workshops and hub collaborations.
 - **Marketing Strategy:** Partner with organizations like the Community Foundation of Broward, regional environmental groups and climate action hubs to co-host engaging events and beach clean-ups, create collaborative workshops and distribute impactful educational materials. Leverage these partnerships to expand outreach efforts and position as a central resource for climate resilience education.
- **STEMobile Programs**
 - **Objective:** Provide hands-on environmental education to children through mobile outreach at local schools and parks.
 - **Marketing Strategy:** Collaborate with schools and youth programs, sharing content and event information via newsletters and online platforms.
- **Sea Turtle Walks:**
 - **Objective:** Encourage participation in sea turtle conservation efforts.
 - **Marketing Strategy:** Use social media campaigns and newsletters to attract nature enthusiasts and families; partner with Wyndham hotel.
- **Camp:**
 - **Objective:** After opening, explore hosting camp, providing immersive, hands-on STEM and environmental education experiences for children during school breaks and summer vacation.
 - **Marketing Strategy:** Promote through school partnerships, digital and print marketing, social media campaigns and direct outreach to families via newsletters and community events. Leverage early bird discounts and referral incentives to drive enrollment.

- **EcoExplorers Paid Workforce Development Internship:**
 - **Objective:** Engage high school students in environmental stewardship through hands-on internships focused on marine conservation. Work with funding partners to expand to Palm Beach County.
 - **Marketing Strategy:** Promote through partnerships with Broward County and Palm Beach County Public schools, social media and MODS' website.

Marketing Priorities

1. **Media Previews and Soft Openings for Members:** Offer exclusive early access days for members and media to generate buzz and provide valuable feedback before the grand opening.
2. **Grand Opening Celebration:** Host a ribbon-cutting event with city officials and partners, featuring marine life demos, eco-crafts and scavenger hunts.
3. **STEMobile Integration:** Schedule pop-up educational events at local parks and serve area schools.
4. **EcoExplorers Programs:** Expand offerings with new coastal ecosystem modules and engage participants in wildlife observation.
5. **Loggerhead Sea Turtle Walks:** Partner with local conservation groups to offer guided nighttime sea turtle walks, educating participants on nesting habits and the importance of habitat protection.
6. **NWA Wild Series:** Launch an adventure-based program featuring guided excursions, such as kayaking, snorkeling and hiking, to explore Florida's diverse ecosystems while promoting conservation awareness. Pursue potential partner with Easton Watersports.
7. **Boat Excursions with NWA and Deerfield Parks and Recreation:** In partnership with Deerfield Parks and Recreation, NWA will offer boat excursions for families to explore marine ecosystems and engage in conservation activities.

Additional Program and Event Recommendations

1. **Local Business Partnerships:** Collaborate with eco-friendly businesses to sponsor events and promote sustainable practices.
2. **Volunteer Programs:** Create opportunities for community involvement in restoration projects, marine clean-ups and educational outreach.

Marketing Tactics

The audience engagement department, in collaboration with the agency of record, Goodman PR, will oversee the execution of strategic marketing tactics.

Digital Marketing and Content Creation

- **Dynamic Digital Marketing:** Leverage Google Ads and impactful social media campaigns to maximize reach and engagement.
- **Engaging Content Creation:** Produce and showcase behind-the-scenes videos and eco-tips that resonate with and inspire target audiences.
- **Targeted Email Outreach:** Implement proactive email campaigns to promote new offerings and educational initiatives directly to current and potential members.
- **Effective PR Strategies:** Establish strong media relations to secure prominent interviews and features across local media platforms, amplifying our message.
- **Community Collaborations:** Develop partnerships with schools and environmental organizations to co-host high-impact events that foster community engagement.

Public Relations and Media Relations

- **Media Collaboration:** Partner with Goodman PR and the City of Deerfield Beach to craft compelling media pitches focused on environmental education and local partnerships.
- **Media Features:** Secure interviews and features with local TV, radio and online platforms to enhance visibility and credibility.
- **Exclusive Early Access Events:** Host special events for MODS Members and key stakeholders, providing them with early insights and experiences at the facility.

Community Engagement and Partnerships

- **School and Educator Outreach:** Collaborate with Broward and Palm Beach County Public Schools to offer tailored field trips and professional development workshops for educators. Expand the Educator Guide with two additional spreads and increase distribution into Palm Beach County by purchasing targeted mailing lists and geofencing key areas and events.
- **Tourism and Environmental Partnerships:** Partner with City of Deerfield Beach, Visit Lauderdale and Palm Beach tourism boards for cross-promotional opportunities. Collaborate with environmental organizations to co-host community-focused events that align with sustainability and conservation values.
- **Corporate Engagement:** Collaborate with local corporations with a strong presence in or near the City of Deerfield Beach (e.g., JM Family Enterprises.)

Membership Engagement and Exclusive Events

- **Early Access Tours:** Offer exclusive behind-the-scenes tours during the soft opening phase for MODS Members to deepen their connection to the facility.
- **Eco-Centric Membership Activities:** Integrate beach cleanups, sea turtle walks and other survey-based programs into membership offerings to enhance environmental education and community engagement.

Facility Rentals and Birthday Parties

- **Themed Birthday Packages:** Develop enticing party themes like Marine Adventurer, Island Safari and Ocean Odyssey with eco-friendly options featuring reusable decorations and sustainable activities.
- **Event Space Marketing:** Position the Facility as the premier location for corporate retreats, team-building activities and green events, emphasizing its unique offerings and environmental focus.

Marketing Channels and Outreach Plan

- **Website and Mobile App:** Create a dedicated section on mods.org and on mobile app with ticketing and program information.
- **Outdoor Media Campaign:** Use bus shelters, billboards, eco-bins and transit ads within the City of Deerfield Beach.
- **Educator Resource Distribution:** Provide educator guides to Broward and Palm Beach schools and attend local conferences and community festivals.

Media Strategy and Digital Engagement

NWA will continue to build on its successful media strategies by strengthening partnerships with trusted outlets like NBC-6, WSVN, WLRN and Telemundo, as well as regional blogs such as Munchkin Fun and Modern Boca Mom, to maintain targeted, family-focused coverage. By further leveraging strategic advertising across local publications, digital platforms and tourism channels, NWA maximizes visibility and broadens its audience reach. Enhanced engagement through innovative mediums like digital signage and IMAX previews ensure deeper connections with diverse audiences. Collaborations with partners, including the City of Deerfield Beach, are strategically expanded to amplify community impact and reinforce NWA as a leading destination for science, education and exploration.

- **Media Collaborations:** Work with NBC-6, WLRN, WSVN, Telemundo and regional blogs like *Modern Boca Mom* for coverage.
- **Targeted Advertising:** Place ads on platforms like *New Pelican*, *Observer Newspaper*, *Deerfield News*, *CVE Reporter*, *Deerfield Beach! Magazine*, *Munchkin Fun*, *South Florida Family Life*, *Atlantic Current*, *Deerfield-News.com*, *Visit Florida* and more.
- **Regional Blogs:** Partner with regional blogs such as *Modern Boca Mom* to reach niche audiences interested in family-friendly and community-focused content.
- **Partnership Assessment:** Conduct research to identify and assess assets and support provided by the City of Deerfield Beach, such as Freebee and other existing collaborations, to leverage partnerships for enhanced media reach and community engagement strategically.
- **Digital Signage and On-Site Media:**
 - **Onsite Promotions:** Leverage print and digital signage throughout MODS to highlight the Marine Science Facility, featuring eye-catching visuals, engaging messages, and calls to action to drive visitor interest and awareness.
 - **IMAX Previews:** Feature promotional videos during IMAX previews at local theaters to engage audiences with the city's latest projects and partnerships.

- **Public Transportation:** Utilize Freebee's electric vehicles and public transportation as mobile advertising platforms by displaying digital signage promoting city events and programs utilizing wraps.
- **Community Centers:** Install banners and utilized City owned LED screens in high-traffic areas such as community centers, parks and the beach promenade to inform the public about upcoming events and initiatives.

Targeted Advertising:

- **Digital Platforms:** Place targeted ads on local news websites, community forums and social media platforms to reach residents and visitors.
- **Tourism Channels:** Utilize platforms like *Visit Florida* to attract tourists by showcasing Deerfield Beach's unique offerings and partnerships.

Key Performance Indicators (KPIs)

1. **Membership Growth:** Track new memberships and renewals.
2. **Visitor Attendance:** Monitor attendance at key events and exhibits.
3. **Event and Rental Bookings:** Measure reservations for facility rentals, field trips and birthday parties.
4. **Digital Engagement:** Evaluate website traffic, social media interactions and app usage.
5. **Community Impact:** Collect feedback from guests, educators and partners.

Projected Target Audiences

Our strategy tailors messaging and engagement to meet the specific needs of diverse stakeholders, focusing on marine conservation, education and community involvement. Below are key target audiences and streamlined strategies for effective engagement:

- **Market Survey:** Conduct surveys to understand family preferences, event timing and activity interests to refine programming.
- **Families with Young Children:**
 - **Strategy:** Social media and newsletters promote family events and interactive marine exhibits. Highlight benefits like hands-on activities that support child development, character development and environmental awareness.
- **Broward County and Palm Beach Public Schools & Early Childhood Centers:**
 - **Strategy:** Strengthen partnerships by aligning resources with school curricula, offering field trips that bring marine science to life.
 - **Educational curricula:** Develop new section of the educator resource guide that is aligned with educational standards and distribute it to schools.
 - **Customized Field Trips:** Align visits with curriculum standards to maximize educational impact.

- **STEMobile Outreach:** Promote STEMobile programs. Collect feedback from educators to adapt programming to their needs.
 - **Professional Development:** Host workshops for educators on integrating learning frameworks into their teaching practices.
 - **Inclusive Learning:** Design programs accessible to all students, including those with special needs.
 - **Feedback Loop:** Use educator feedback to refine future programming.
- **MODS Members:**
 - **Strategy:** Maintain engagement through exclusive access to events and discounts. Use email marketing and surveys to gather feedback and encourage repeat visits.
- **Tourism:**
 - **Strategy:** Collaborate with local tourism boards and hospitality organizations to attract visitors to NWA. Develop tailored packages and promotions highlighting marine conservation exhibits and interactive experiences to enhance tourist engagement.
- **EcoExplorers Internship Opportunities:**
 - **Strategy:** Offer more opportunities in marine science, education and environmental conservation, providing interns with hands-on field experiences and project-based learning to build workforce skills while fostering NWA's role as a leader in sustainability education.
- **Families with Children 12 and Under:**
 - **Strategy:** Market interactive family programs and exhibits that engage families and children 12 and under through hands-on activities and storytelling focused on marine conservation and sustainability. Offer weekend workshops and themed events, such as "Ocean Explorers" or "Wildlife Detectives," to encourage family participation and environmental awareness.
- **Environmental Organizations and Climate Action Advocates:**
 - **Strategy:** Collaborate with environmental organizations on programs that promote marine conservation and climate awareness. Partner on events, citizen science initiatives and sustainability workshops to increase impact and visibility.

Secondary Audiences and Outreach Strategies

- **State and Local Politicians:**
 - **Strategy:** Keep political stakeholders informed through newsletters and event invitations to build support for NWA's sustainability initiatives.
- **Media and Influencers**
 - **Strategy:** Engage local and regional media outlets, bloggers and influencers in marine conservation. Offer exclusive access to events to generate coverage.
- **Municipalities, Universities and Government Agencies**
 - **Strategy:** Further partnerships with universities, municipal governments and federal agencies. Leverage these networks for mutual support on educational and environmental initiatives.

Phase 1: Pre-Launch and Opening Marketing

Timeline: Quarter 4 2025 – Quarter 2 2026

Objectives:

- **Generate Awareness:** Command attention from local media and digital platforms.
- **Drive Membership Growth:** Create compelling offers for early sign-ups.
- **Establish Partnerships:** Forge strong collaborations with schools, local tourism organizations and businesses.

Strategies	Focus	Budget Estimates
Digital & Outdoor Advertising	Google & social media	\$15,000 - \$25,000
Email Campaigns	Engage members & partners	\$2,000 - \$4,000
Events	Preview & grand opening	\$13,000 - \$17,000
PR Management	Outside agency	\$5,000 - \$8,000
Photography/Zoom Build and Miscellaneous	Outsource	\$5,000-\$10,000
Total Pre-Launch Budget		\$40,000 - \$64,000

Phase 2: Ongoing Marketing and Engagement

Timeline: Quarter 3 2026 and Beyond

Objectives:

1. **Cultivate Community Engagement:** Foster community engagement through nature programs and facility rentals.
2. **Sustain Membership Growth:** Sustain membership growth with exclusive offers.
3. **Community Engagement:** Develop ongoing partnerships with schools, tourism boards, parks and recreation and environmental organizations.

Strategies	Focus	Budget Estimates
Social Media Campaigns	Event & membership promotion	\$5,000 - \$10,000
Print Materials	Member newsletters, school guides, educational incentives	\$15,000 - \$17,500
Events & Special Programs	Promotion of general/seasonal events, free days, facility rentals, birthday parties, etc.	\$11,000 - \$15,000
Public Relations Management	Outside agency	\$12,000
Staff Time (200-250 hrs.)	Audience Engagement Team and Graphic Designer	\$25,000 - \$30,000
Opening Event, Photography, Promotional Gifts and Miscellaneous		\$15,000 - \$20,000
Onsite Marketing at MODS	See page 74	
Total Annual Engagement Budget		\$83,000 - \$104,500

Outsourcing Recommendations:

- Retain digital and PR agencies for ongoing campaign optimization and media outreach.

Revenue Assumptions

- **Membership Benefits:**
 - Members will enjoy exclusive discounts on store purchases, birthday parties, special events and more.
- **Public Hours and Programming:**
 - Conduct a member survey to gather feedback on public hours and preferences.
 - Explore the feasibility of closing the facility on Mondays and Tuesdays.
- **City of Deerfield Special Days:**
 - Designate semi-annual free special days for City of Deerfield residents, offering exclusive access or discounted admission.
 - Align these days with City of Deerfield special events to maximize community engagement.
- **Integration with Existing Systems:**
 - Maintain the use of Altru booking and ticketing structures to ensure seamless operations and consistent visitor experience.
- **Ticket Pricing Structure:**
 - **South Florida Resident Admission:**
 - Adults (13–64): \$12
 - Children (1–12): \$10
 - Seniors (65+): \$11
 - Infants (0–12 months): Free
 - MODS Members: Free
 - **General Admission:**
 - Adults (13–64): \$15
 - Children (1–12): \$13
 - Seniors (65+): \$14
 - Infants (0–12 months): Free
 - Special programming rates to be determined (TBD)
- **Capacity and Timed Ticketing:**
 - The Deerfield Marine Science Facility will operate with a capacity of 200 guests at a time.
 - Timed ticketing will be implemented to manage visitor flow, enhance the guest experience and maintain safety and comfort.
- **Community Accessibility Programs:**
 - The Deerfield Marine Science Facility will participate in Museums for All, Blue Star Museums and the Leo Goodwin Kids Club, ensuring accessibility for diverse audiences.

- **Evaluate Members-Only or Early Hours Based on Attendance and Demand:**
 - **Monitor Usage Patterns:** Regularly track attendance during members-only or early hours to assess participation and identify trends.
 - **Gather Member Feedback:** Conduct surveys or gather direct input from members to understand their preferences and needs for exclusive access times.
 - **Adjust Hours Strategically:** Align members-only or early hours with periods of peak demand or high interest to maximize member satisfaction and operational efficiency.
 - **Optimize Resources:** Ensure that staff schedules and facility resources are efficiently utilized during these designated times to balance member value with cost-effectiveness.
- **Facility Rentals and Special Event Considerations:**
 - **Flexible Rental Availability:** Facility rentals are available seven days a week, accommodating a variety of events, including conferences, private functions and special gatherings. Pricing ranges from \$1,500-\$5,000 depending on the selected area and event requirements.
 - **Early Closure for Event Setup:** Pricing for early closure to allow event setup will be evaluated based on the specific needs and timing of the event. Additional fees will apply for closing the facility.
 - **Customizable Packages:** Tailored rental packages can include exclusive access, additional setup time and other event-specific needs to provide a seamless experience for clients.
- **Educator Guide:** Increase the quantity of guides distributed and include a dedicated section highlighting programs and offerings specific to the Deerfield Marine Science Facility.
- **Earned Income:**
 - **Field Trip/Group Rates:** \$8 per person for field trips or group visits, with a minimum of 15 participants required to qualify for the rate.
 - **Bus Parking:** Assume designated parking areas for buses will be provided and managed by the City of Deerfield to ensure smooth logistics and accessibility for group visits.
 - Store lunches securely to maintain freshness and organization.
 - Utilize the balcony space as a designated area for scheduled lunches, offering guests a comfortable and scenic dining option.
 - **Parties:** After hours only.

- **Science Show:** Offer as an add-on for group visits or field trips. Determine themes, duration and formats based on group size, age range and interests. Use surveys and feedback to finalize offerings and ensure alignment with audience expectations. Offer as an add-on for group visits, field trips or special events.
- **Birthday Parties:** Afterhours only on days the Facility is open to the public initially. In subsequent years, hosting birthday parties during operating hours will be explored.
- **Camp:** After opening, explore hosting camp during summer/winter breaks.
- **Sea Turtle Walks:** Partner with Wyndham Hotel to offer Sea Turtle Walks during seasonal nesting periods. Scheduling to be informed by survey results.
- **NWA Wild Excursions:** Develop exciting excursions with locations and insurance details to be finalized. Partner with Easton Water Sports to include kayaking opportunities. Surveys will guide planning and offerings.
- **Beach Cleanups:** Organize regular beach cleanup events to promote environmental stewardship and community involvement.
- **Coin Vortex Funnel Wishing Well:** Install interactive Coin Vortex Funnel Wishing Well.
- **Install a Water Refill Station:** Provide a convenient and eco-friendly solution for guests to refill their water bottles, reducing single-use plastic waste. Position the refill station in a high-traffic area for maximum accessibility and usage.
- **Internship Experiences:** Offer internship opportunities tailored to applicants' geographic location and ability to commute or drive. Provide flexible placements that maximize accessibility and participation for local students and those within reasonable travel distance.
- **STEMobile:** Position a STEMobile at the facility to extend STEM programming and outreach. Service Northern Broward and Palm Beach counties, enhancing accessibility to STEM education.

Philanthropy Assumptions

- **Exhibit Funding:** Secure a \$2.1 million exhibit sponsorship, with opportunities to sell naming rights or parts of the building. Overage will remain with the Museum to maintain exhibits.
- **Endowment Funding:** Explore creating a fund to reserve surplus revenue for long-term maintenance and operational needs.
- **Program Sponsorships:** Partner with sponsors to fund programs, ensuring stability and fostering community relationships.
- **Strategic Focus Areas:** Identify and incorporate specific focus areas for naming opportunities throughout the facility.

Attachment 3

Marine Science Facility at Sullivan Park Market and Membership Research of Local and National Museums with Multiple Locations

**Attachment 3: Market and Membership Research of Local and National
Museums with Multiple Locations**

Satellite Facility Benchmarking Research

Institution	Satellite Location(s)	Key Details	Admission Prices	Hours of Operation
<u>Mississippi Children's Museum (Jackson, MS)</u>	<u>MCM Meridian</u> (building owned by MCM)	Opened 2021; literacy, STEAM, health exhibits (25,000 sq ft).	Jackson: \$13; Meridian: \$10; Under 1: Free	Tue-Sat: 9 a.m.-5 p.m.; Sun: 1-6 p.m.
<u>EdVenture Children's Museum (Columbia, SC)</u>	<u>EdVenture Myrtle Beach</u> (Myrtle Beach, SC)	Interactive exhibits; Myrtle Beach size: 10,000 sq ft.	Columbia: \$13; Myrtle Beach: \$10; Under 2: Free	Tue-Sat: 9 a.m.-4:30 p.m.; Sun: 11-4:30 p.m.
<u>Discovery Place Science (Charlotte, NC)</u>	<u>Discovery Place Nature</u> (Charlotte, NC) Coming Soon <u>Discovery Place Kids-Huntersville</u> (Huntersville, NC) <u>Discovery Place Kids-Rockingham</u> (Rockingham, NC)	Discovery Place operates multiple venues focusing on science, nature and children's exhibits. Size: Huntersville: 85,000 sq feet; Rock Hill: 80,000 sq ft	\$6-\$23 (varies by age/location).	Varies by location
<u>North Carolina Museum of Natural Sciences (Raleigh, NC)</u>	Nature Exploration Center (Raleigh, NC) Nature Research Center (Raleigh, NC) <u>Prairie Ridge Ecostation</u> (Raleigh, NC) <u>Whiteville</u> (Whiteville, NC) <u>Contentnea Creek</u> (Grifton, NC) <u>Greenville</u> (Greenville, NC)	Multiple sites including outdoor classrooms; promote natural science education.	Free General Admission	Varies by location

Institution	Satellite Location(s)	Key Details	Admission Prices	Hours of Operation
<u>The Children's Museum of the Upstate (Greenville, SC)</u>	<u>TCMU-Spartanburg</u> (Spartanburg, SC)	Opened 2018; focused on ages birth-5; Spartanburg size: 6,000 sq ft.	Greenville: \$13-\$19; Spartanburg: \$8-\$10; Under 1: Free	Tue-Sat: 9 a.m.-4:30 p.m.; Sun: 11-4:30 p.m.
<u>Children's Museum of Richmond (Richmond, VA)</u>	<u>Chesterfield</u> (Chesterfield, VA)	Expanded with satellites (2010-2014); some locations closed in 2020.	\$9; Seniors: \$8; Under 1: Free	Tue-Sun: 9:30 a.m.-5 p.m.
<u>Children's Museum of the Lowcountry (Charleston, SC)</u>	<u>St. George</u> (St. George, SC)	Engaging galleries; free admission in St. George (first year, Boeing-sponsored).	Charleston: \$13-\$15; St. George: Free (1st year).	Tue-Sat: 9 a.m.-3 p.m.; Closed Sun-Mon.
<u>Children's Museum of Houston (Houston, TX)</u>	<u>Fort Bend Children's Discovery Center</u> (Sugar Land, TX)	Opened 2008; interactive exhibits (12,000 sq ft).	Houston: \$19.95; Fort Bend: \$15; Under 1: Free	Houston: Tue-Sun: 9 a.m.-5 p.m.; Fort Bend: Wed-Sun: 9 a.m.-5 p.m.
<u>Children's Museum of Tacoma (Tacoma, WA)</u>	<u>Joint Base Lewis-McChord</u> (JBLM, WA)	Opened on military base; serves military families (3,500 sq ft).	Pay-as-you-will donation model.	Tacoma: Thu-Sun: 10 a.m.-5 p.m.
<u>DiscoveryCube (Santa Ana, CA)</u>	Satellite in Los Angeles	STEM-focused exhibits in Santa Ana and Los Angeles.	Santa Ana: \$20-\$24; Los Angeles: \$17-\$20	Daily: 10 a.m.-5 p.m.
<u>Magic House (St. Louis, MO)</u>	<u>MADE for Kids - Downtown Makerspace</u>	Interactive makerspace; focuses on creativity (7,000 sq ft).	Magic House: \$14; MADE for Kids: \$6; Under 1: Free	Tue-Sun: 10:30 a.m.-5 p.m.; Sat: 9:30 a.m.-5 p.m.
<u>Children's Museum Tucson (CMT) (Tucson, AZ)</u>	<u>Children's Museum Oro Valley at Tohono Chul</u> (CMOV@TC)	Interactive bilingual exhibits; MyTime Inclusion Program offers flexible, discounted admission.	Tucson: \$12; Oro Valley: \$20; Under 1: Free	Tue-Sun: 9 a.m.-5 p.m.

Institution	Satellite Location(s)	Key Details	Admission Prices	Hours of Operation
Santa Fe Children's Museum (Santa Fe, NM)	Satellite in YMCA (potential)	Focused on hands-on exploration; discounts for local residents and caregivers.	NM Residents: Adults \$12, Children \$9; Out-of-State: \$11-\$14	Wed-Sat: 10 a.m.-6 p.m.; Sun: 12-5 p.m.
Rookery Bay National Estuarine Research Reserve (Naples, FL)	Environmental Learning Center (16,500 square feet facility) Rookery Bay Reserve (110,000 acres of protected land)	Combines protected land (110,000 acres) and a 16,500 sq ft learning center.	Learning Center: \$10 Adults, \$5 Children; Museums for All: \$1	Tue-Sat: 9 a.m.-4 p.m.; Closed Sun-Mon.

Membership Structure

Industry standards support distinct pricing for satellite locations. Current MODS Members can add access to the Marine Science Facility for \$40, while standalone Facility memberships are \$75. With 300 members in the Deerfield area, this add-on offers significant value to the local community. Guest passes are not included with Facility memberships.

Institution	Key Details	Admission Prices	Membership Prices
<u>Museum of Contemporary Art</u> - two locations each in Los Angeles (<u>MOCA Grand</u> and <u>MOCA Geffen</u>)	Access to two locations (MOCA Grand and MOCA Geffen)	Not applicable	\$30 (Two adults under 30); \$79 (Individual); \$129 (Household Dual); \$200 (Contributing); \$375 (Associate); \$750 (Art Advocate)
<u>Natural History Museums of Los Angeles</u> - two locations	Access to two locations; family-friendly exhibits	Adult: \$18; Senior (62+): \$14; Student (13-17): \$14; Child (3-12): \$7; Under 2: Free	\$109 (Individual + guest); \$129 (Dual + guest); \$169 (Family + guest); \$299 (Discoverer - 2 adults + 6 children + 1 guest); \$500 (Naturalist - 2 adults + 6 children + 1 guest with special event access)
<u>Sugar Sand Park Community Center</u> - Boca Raton, Fla. – 5.1 miles	Outdoor trails and protected land	Free admission; some activity fees (e.g., \$1 carousel ride, pavilion rentals: \$75-\$250 for residents/non-residents)	Not applicable
<u>Sandoway Discovery Center</u> - Delray Beach, Fla. – 10.7 miles	Interactive exhibits focused on marine science	\$10 per person (ages 3+)	\$40 (Student); \$50 (Individual); \$100 (Family); \$150 (Family Plus with extended benefits)
<u>Arthur R. Marshall Loxahatchee National Wildlife Refuge</u> – Loxahatchee, Fla. – 20.8 miles	Outdoor trails and protected land	\$10 daily; \$25 yearly; \$80 annual pass	Individual: \$35; Supporting: \$75; Family: \$50; Benefactor: \$100; Sponsor: \$250; Sustaining: \$10/month; Champion: \$500
<u>Manatee Lagoon - An FPL Eco-Discovery Center</u> - West Palm Beach, Fla. – 37.4 miles	Eco-discovery center	Free	Not applicable

Institution	Key Details	Admission Prices	Membership Prices
<u>Daggerwing Nature Center</u> - Boca Raton, Fla. – 13.7 miles		Free entry; activity fees apply	Not applicable
<u>Okeetchee Nature Center</u> - West Palm Beach, Fla. – 32.2 miles		Free admission	Not applicable
<u>Green Cay Nature Center</u> - Boynton Beach, Fla. - 19.2 miles		Free admission	Not applicable
<u>Palm Beach Zoo & Conservation Society</u> - West Palm Beach, Fla. – 27.7 miles	Conservation-focused exhibits	Adults (13-59): \$29.95 Senior (60+): \$27.95 Child (3-12): \$23.95 Toddler (0-2): Free	\$74.95 (Individual); \$69.95 (Individual Senior); \$154.95 (Dual); \$144.95 (Dual Senior); \$59.95-\$199.95 (Teacher levels); \$500-\$25,000 (Big Cat Society levels)
<u>Loggerhead Marinelife Center</u> - Juno Beach, Fla. – 45.4 miles	Focus on marine life conservation	Free admission (donations suggested)	\$100-\$2,500+ (Hawksbill to Leatherback levels; benefits include ASTC Passport access, discounts and recognition)
<u>Sawgrass Nature Center and Wildlife Hospital</u> - Coral Springs, Fla. – 16.8 miles	Wildlife hospital and education programs	Adults: \$5; Children (5+): \$3; Military Families: Free	\$30 (Dove Member); \$50 (Fox Family); \$100 (Screech Owl Supporter); \$250 (Gopher Tortoise Patron); \$500 (Bobcat Sponsor); \$1,000 (Falcon Benefactor); \$2,000 (Eagle Champion)
<u>South Florida Wildlife Center</u> - Fort Lauderdale, Fla. – 21.2 miles	Wildlife rescue and education programs	Free (donations accepted)	Not applicable (offers programs like Junior Wildlife Vet and Drinks 4 the Locals with donations)
<u>Flamingo Gardens</u> - Davie, Fla. – 31.8 miles	Botanical gardens and wildlife sanctuary	Adults: \$24; Child (3-11): \$17; Senior (65+): \$19.20; Under 3: Free	\$62-\$800 (Individual, dual, family, and multi-generational memberships with varied benefits)

Institution	Key Details	Admission Prices	Membership Prices
<u>Gumbo Limbo Nature Center</u> - Boca Raton, Fla. – 4.4 miles	Marine conservation and education	Free admission (donations suggested)	\$25 (Youth Paddlers); \$35 (Student/Volunteer); \$65 (Base); \$100 (Coastal Defenders); \$200 (Wave Makers); \$500 (Team Membership)
<u>Anne Kolb Nature Center</u> - Hollywood, Fla. – 26.3 miles	Nature trails and exhibits	\$1 pedestrian, \$2 per vehicle	Not applicable
<u>Secret Woods Nature Center</u> - Dania Beach, Fla. - 20 miles	Small-scale nature exhibits and trails	\$2 adult, \$1 child	Not applicable
<u>Fern Forest Nature Center</u> - Coconut Creek, Fla. – 12.5 miles	Free nature trails	Free admission	Not applicable

Attachment 4

Marine Science Facility at Sullivan Park Facility Naming Options

Attachment 4: Facility Naming Options

Museum of Discovery and Science and City of Deerfield Beach are included in the name.

Deerfield Beach Nature Center

A MODS Experience

Deerfield Beach Marine Science Center

A MODS Experience

MODS Environmental Learning Center

In partnership with the City of Deerfield Beach

MODS Nature Center

In partnership with the City of Deerfield Beach

MODS at the Deerfield Beach

In partnership with the City of Deerfield Beach

Sawgrass to Seagrass at Deerfield Beach

A MODS Experience

Attachment 5

Marine Science Facility at Sullivan Park Donor Naming Opportunities

Attachment 5: Donor Naming Opportunities

Facility: Highlight the entire venue as a flagship naming opportunity, providing donors with maximum visibility and recognition.

Balcony: Offer naming rights for the balcony area, a versatile space for events and exhibits.

Boat: Provide a unique opportunity to name the boat used in hands-on marine exploration and tours.

Welcome Desk: Recognize a donor at the first point of interaction for visitors, symbolizing a warm and inviting entry to the facility.

Aquaria: Offer naming rights for marine and terrestrial habitat exhibits.

Sawgrass Area: Feature this space as a key exhibit area representing the region's natural beauty and biodiversity.

Seagrass Area: Offer naming rights to this area to emphasize marine ecosystems and conservation education.

Early Childhood Area: Engage donors interested in supporting young learners by naming this dedicated space for early childhood education.

- **Facility:** \$2M
- **Balcony:** \$500,000
- **Multipurpose Area:** \$500,000
- **Boat:** \$500,000
- **Welcome Desk:** \$250,000
- **Aquaria:** \$400,000
- **Sawgrass:** \$250,000
- **Seagrass:** \$250,000
- **Early Childhood Area:** \$250,000

Donor Terms: 10 years or life of the exhibit

Attachment 6

Marine Science Facility at Sullivan Park Donor Prospect List

Attachment 6: Donor Prospect List

- Alfred Phillips Foundation Inc
- Ashbritt Foundation Inc
- Berkovits Family Foundation
- Double Eagle Distributing
- First Step Foundation
- FPL
- Freebee
- Gateway Community Outreach Inc
- GFWC Woman's Club of Deerfield Beach Inc
- Gore Family Memorial Foundation
- James Batmasian
- Jan Moran
- JM Family Enterprises
- Joe Farrell/Resolve Marine
- Keeping The Blues Alive Foundation
- Kiwanis Club of Oakland Park Foundation Inc
- Lou and Joy Moshakos
- McNally Family Foundation Inc
- Pat Moran Family Foundation Inc
- People's Trust Insurance
- Publix
- Republic National Distributing
- Rob Kornahrens
- Ron Bergeron
- Sam And Simone Spiegel Family Foundation Inc
- Shiff Construction
- SHL Pharma
- The Braun Family Foundation
- The Jim Moran Foundation Inc
- Wanda and James M Moran Jr Foundation Inc
- Wishing Well International Foundation Inc

Attachment 7

Marine Science Facility at Sullivan Park Educational Plan

Attachment 7: Educational Plan

Educational Plan Overview

NWA has developed an innovative and curriculum-aligned Educational Plan for Early Childhood, Grades K-5 and Family Learning at the Marine Science Facility at Sullivan Park. This plan fosters curiosity, critical thinking and environmental stewardship through hands-on learning and inquiry-based programming, ensuring a dynamic and engaging educational experience.

Field trip programs are aligned with Florida's academic standards across science, math, social studies and the arts, providing cross-curricular connections. Visitors of all ages will explore South Florida's unique ecosystems, from the Sawgrass to Seagrass and engage with key concepts such as marine biodiversity, water systems and conservation solutions.

The Educational Plan offers flexible formats, including live shows, labs, maker challenges and field trips (customizable for time, group size and age range.) By inspiring learners of all ages, the Marine Science Facility serves as a cornerstone for STEAM (science, technology, engineering, art and math) engagement and environmental education in South Florida.

Potential Daily Programming Schedule

Sample Weekday Schedule			
Time	Program Title	Age Range	Description
10:30 a.m.	Storytime	Early Childhood (Ages 0-6)	Interactive storytelling about South Florida's native habitats, wildlife and unique features.
11:30 a.m.	Pop-Up Science	Early Childhood (Ages 0-6)	Interactive 15-minute STEM demonstrations.
1:30 p.m.	Animal Encounter	Guest of All Ages	Meet live animal ambassadors and learn about their behaviors and habitats.
2:30 p.m.	Nature Investigations	Guest of All Ages	Hands-on exploration of South Florida's habitats showcasing their uniqueness (indoor/outdoor options.)
4:00 p.m.	Makers Cart	Guest of All Ages	STEAM activities using the engineering design process.

Sample Weekend Schedule			
Time	Program Title	Age Range	Description
10:00 a.m.	Storytime	Early Childhood (Ages 0-6)	Interactive storytelling about South Florida's native habitats, wildlife and unique features.
11:00 a.m.	Pop-Up Science	Early Childhood (Ages 0-6)	Interactive 15-minute STEM demonstrations.
12:00 p.m.	Nature Investigations	Guest of All Ages	Hands-on exploration of South Florida's habitats showcasing their uniqueness (indoor/outdoor options.)
1:30 p.m.	Animal Encounter	Guest of All Ages	Meet live animal ambassadors and learn about their behaviors and habitats.
2:30 p.m.	Nature Investigations	Guest of All Ages	Hands-on exploration of South Florida's habitats showcasing their uniqueness (indoor/outdoor options.)
4:00 p.m.	Makers Cart	Guest of All Ages	STEAM activities using the engineering design process.

Sample Program Activities for Guest of All Ages

- **Pop-Up Science:**
 - **Build and Sort Animal Habitats:** Create habitats to camouflage and protect animals while ensuring they have food, water and shelter to thrive.
 - **Animal Adaptations:** Discover how animals' unique adaptations help them survive. Use tools to mimic animal behavior in gathering food, movement and protection.
 - **Ocean Habitats:** Match marine animals to their habitats and explore the unique aspects of each environment.
- **Nature Investigations:**
 - **Sun Prints (Cyanotypes):** Create prints using sunlight and cyanotype paper to explore natural energy.
 - **Owl Pellets:** Dissect owl pellets to learn about an owl's diet and the Everglades' ecosystem.
 - **Wildlife Lab:** Investigate South Florida's unique critters and their adaptations.
 - **What's in the Water?:** Use tools like plankton nets to study aquatic life and learn about ocean ecosystems.
 - **Nature Take-Apart:** Deconstruct flowers and leaves to create natural masterpieces while learning about plant structures.

- **Makers Cart:**
 - **Build a Beast:** Design animals adapted to specific ecosystems using recycled materials.
 - **Sphero Bots Animal Edition:** Design animals to traverse obstacle courses atop Sphero robots.
 - **Circuit Critters:** Learn about bioluminescence and create glowing insect models using circuits.
 - **Build a Boat Challenge:** Engineer boats that sail using wind power.
 - **Build the Change (Animals and Birds):** Use LEGO® bricks to create habitats or design birds with survival adaptations.
 - **Coral Reef Restoration:** Explore marine biology concepts, examine real coral specimens and create model reefs.

Field Trip Program - Sample Schedules

Standard Field Trip

- **10:00 a.m.:** Arrival
- **10:15 a.m. - 11:00 a.m.:** Rotation 1
- **11:10 a.m. - 11:55 a.m.:** Rotation 2
- **12:00 p.m. - 12:30 p.m.:** Lunch
- **12:30 p.m. - 12:55 p.m.:** Flex-Facility Exploration/Gift Shop/Restroom
- **1:00 p.m.:** Departure

Island Exploration Field Trip

Incorporates hands-on outdoor learning and guided rotations in South Florida's natural habitats, including boat transport to and from the island.

- **9:00 a.m.:** Arrival
- **9:00 a.m. - 9:30 a.m.:** Transport to Island
- **9:30 a.m. - 10:15 a.m.:** Island Rotation 1
- **10:15 a.m. - 11:00 a.m.:** Island Rotation 2
- **11:00 a.m. - 11:30 a.m.:** Return from Island
- **11:30 a.m. - 12:00 p.m.:** Lunch
- **12:00 p.m. - 12:55 p.m.:** Facility Exploration
- **1:00 p.m.:** Departure

Rotation Activities

- **Outdoor Activities:** Hands-on learning in South Florida's natural habitats.
- **Facility Exploration:** Interactive exhibit time with guided learning.

Sample On-Site Facilitated Activities

- **Labs**
 - **Grades K-2: *Water Survey Lab*** – Use scientific tools to measure salinity and temperature while learning about aquatic ecosystems.
 - **Grades 3-5: *Water Survey Lab*** – Expand investigations to include pH levels and turbidity.
- **Shows**
 - **Early Childhood, Grades K-5 and General Public: *Animal Ambassadors*** – Meet live animals that call the Facility home and learn about their adaptations and survival strategies.
- **Maker Challenges**
 - **Early Childhood, Grades K-5 and General Public: *Everglades Engineers***: Learners become eco-engineers by designing solutions for coexistence between wildlife and humans.

Attachment 8

Marine Science Facility at Sullivan Park Exhibit Development Progress

Attachment 8: Exhibit Development Progress

Overview of Development Progress

The Museum of Discovery and Science Exhibit Development team has made significant strides in the development of the Marine Science Facility at Sullivan Park exhibits and programs, showcasing a clear vision and commitment to creating an engaging, educational and community-oriented facility. The progress reflects a collaborative approach that leverages diverse expertise from within the MODS team and the broader hands-on museum community.

Key Milestones

- **Selection of Production Partners:** Reputable production partners have been chosen, ensuring that the creative and technical elements of the exhibits are handled by experienced professionals. Finalization of the design contract is currently underway, solidifying a strong foundation for implementation.
 - Exhibit Fabrication and Contract Lead – [1220 Exhibits](#)
 - Exhibit Design Partner and Architect – [CambridgeSeven](#)
 - Media Production – [Cortina Productions](#)
 - Exhibit Design – KOM Exhibition Services
- **Development Workshops:** Two kickoff workshops have been instrumental in shaping the project's direction:
 - A **staff-driven workshop** focused on aligning themes, goals, and program development with the mission and visions of both NWA and Deerfield Beach.
 - A **design partner workshop** to establish innovative strategies and technical precision for the exhibits that best align with content goals.

Exhibit Themes and Concepts

The working theme, "Sawgrass to Seagrass, with Us In-between," emphasizes the interconnectedness of South Florida's ecosystems and their critical impact on local communities. By weaving together natural science, technology, and cultural narratives, the exhibits aim to inspire curiosity and environmental stewardship.

Key thematic areas include:

- **Water Systems and Ecosystem Interactions:** Highlighting Florida's intricate water systems, from the Everglades to the ocean, the exhibits will explore both natural and engineered water flows. They address pressing environmental challenges such as water quality, pollution, and human impact, integrating STEAM principles to offer practical solutions.
- **Key Species and Biodiversity:** The exhibits will feature local wildlife, including white-tailed deer, bull sharks, sea turtles, gopher tortoises, manatees, and native bird species. These animal ambassadors serve as focal points for understanding habitat conservation and the role of biodiversity in maintaining healthy ecosystems.

- **Place-Based Narratives:**
 - Immersive storytelling will transport visitors through environments such as estuaries, beaches, mangroves, and coral reefs, offering dynamic explorations of their unique features.
 - Interactive elements, including tidal exhibits, sensory tunnels, and gamified activities, will engage visitors in hands-on learning.
- **Human Impact and Resilience:**
 - The exhibits will explore environmental challenges such as climate change, habitat fragmentation, and pollution, while showcasing innovative solutions.
 - Exploring the cultural and economic significance of nautical industries, including both commercial fishing and recreational boating, as well as the vibrant beach lifestyle culture that defines the region.
 - Celebrating local conservationists and community efforts will inspire future contributions and highlight collective action.
 - Providing actionable opportunities for visitors to get involved in local initiatives, such as participating in habitat restoration projects, supporting citizen science efforts, and engaging in beach cleanups. These activities will not only enhance the community's natural resilience but also empower individuals to make a tangible impact on the environment.

Program Development and Goal Setting

The program strategy for the Facility is designed to cater to diverse audiences, ensuring that experiences are inclusive, engaging and tailored to varied interests. Our programming and Museum experience goals are designed to create a space that inspires exploration, learning, and meaningful connections with the environment.

The key goals and objectives include:

- **Museum Experience Goals:**
 - Foster a sense of wonder and curiosity about South Florida's ecosystems through immersive and interactive exhibits.
 - Provide a platform for environmental education that encourages guests to understand the interconnectedness of natural systems.
 - Highlight local biodiversity and conservation efforts, empowering visitors to become active participants in sustainability.
- **Programming Objectives:**
 - Develop inclusive programs tailored to diverse audiences, from early learners to adults, ensuring accessibility and engagement for all.
 - Facilitate hands-on experiences, such as citizen science projects and eco-activities, which allow visitors to actively contribute to conservation efforts.
 - Establish partnerships with local schools, universities, community organizations and experts to enhance educational opportunities and community involvement.

- **Diverse Audience Engagement:**
 - **Early Learners:** Programs such as storytime, nature-inspired arts and crafts and early explorer activities will foster a connection to nature from a young age.
 - **Families:** Guided tours, overnight programs and eco-activities like beach cleanups will provide opportunities for shared learning experiences.
 - **Teens and Adults:** Initiatives such as engineering challenges, citizen science projects and night paddles or hikes will offer unique and engaging activities.
 - **Schools and Teachers:** Curriculum-aligned field trips, teacher training sessions and outreach programs will ensure educational relevance and accessibility.
- **Community Collaboration:**
 - Listening sessions and formative evaluations with local stakeholders will ensure that the Facility's offerings are relevant and impactful.
 - Partnerships with community organizations will provide additional support and promote the Facility's programs.
- **Phased Implementation Plan:**
 - Immediate priorities include prototyping and piloting key programs to refine their effectiveness.
 - Long-term goals will focus on scaling successful initiatives and introducing new, innovative offerings.

Experiential and Educational Strategies

The exhibits are designed to deliver memorable, hands-on experiences that inspire visitors to connect with nature and take actionable steps toward environmental conservation. These modalities aim to engage the senses, spark curiosity and promote active participation in learning.

Notable plans include:

- **Interactive and Gamified Features:**
 - Gamified exhibits will encourage collaboration and problem-solving, allowing visitors to tackle environmental challenges in an engaging way.
- **Sensory-Rich Exploration:**
 - Visitors will experience immersive multisensory environments with dynamic elements such as lighting, responsive interactives and soundscapes. These zones cater to guests of all ages and abilities, creating multi-generational appeal.
- **Interactive Audio-Visual experiences:**
 - These productions will blend storytelling, visuals and sound to captivate audiences. Updatable platforms will allow the content to feel fresh, keep up with current science, and provide continuing opportunities to connect visitors with ways to get involved.

- **Immersive Learning Activities:**
 - Visitors can engage in real-world activities, such as virtual simulations of water management or interactive displays that demonstrate the impact of human actions on local ecosystems. These experiences transform learning into action.
- **Educational Collaborations:**
 - Partnerships with organizations such as Broward County Public Schools, Broward County Parks Department and Florida Atlantic University will enhance the depth and breadth of educational content.

Future Plans and Community Integration

The Facility's development is grounded in a vision of creating a sustainable, community-centric facility that fosters lifelong learning and environmental responsibility. Future steps include:

- **Community-Driven Design:** The development process will continue to prioritize community engagement through regular feedback sessions and pilot testing to refine exhibits and programs.
- **Sustainability and Resilience:** Through education and interactive experiences, the Facility will promote sustainable practices and empower visitors to take action in preserving South Florida's unique ecosystems.
- **Integrated Programming:**
 - By linking exhibits and programs with broader initiatives from NWA, the Facility will offer cohesive and complementary experiences.
 - Evolving exhibits and interactive elements will encourage repeat visits, ensuring that visitors have new experiences to look forward to on each visit.

By combining cutting-edge exhibit design, targeted programming and active community involvement, the Marine Science Facility is set to become a vital resource for education, conservation and connection. This transformative project will not only enrich the local community but also serve as a model for integrating science, nature and cultural engagement on a broader scale.

Exhibit Development Schedule

- Concept Design: January 2025 – February 2025
- Schematic Design: February 2025 – April 2025
- Design Documentation: April 2025 – June 2025
- Shop Drawings: June 2025 – July 2025

Attachment 9

Marine Science Facility at Sullivan Park Five-Year Operating Forecast

Attachment 9: Five-Year Operating Forecast

Deerfield Beach Revenue Projections

Revenues	Yr 1 #	Year 1	Yr 2 #	Year 2	Yr 3 #	Year 3	Yr 4 #	Year 4	Yr 5 #	Year 5
Admission										
Adults	5,000	\$67,500	5,000	\$67,500	4,715	\$63,652	5,045	\$68,107	5,398	\$72,873
Children	10,000	\$115,000	10,000	\$115,000	9,630	\$110,745	10,304	\$118,496	11,025	\$126,787
Seniors	1,000	\$12,500	1,000	\$12,500	963	\$12,037	1,030	\$12,875	1,102	\$13,775
Groups	4,000	\$32,000	4,000	\$32,000	3,852	\$30,816	4,122	\$32,976	4,411	\$35,288
Members & Other Free	6,000		6,000		5,778		6,182		6,615	
Subtotal	26,000	\$227,000	26,000	\$227,000	24,938	\$217,250	26,683	\$232,454	28,551	\$248,723
Rentals										
B.Parties (after)	20	\$12,000	22	\$13,200	22	\$13,200	25	\$15,000	25	\$15,000
B. Parties (reg.)					24	\$7,800	24	\$7,800	24	\$7,800
Facility Rentals	12	\$18,000	14	\$21,000	14	\$21,000	16	\$24,000	16	\$24,000
Subtotal	32	\$30,000	36	\$34,200	60	\$42,000	65	\$46,800	65	\$46,800
Public Programs										
Other	4	\$2,800	4	\$2,800	4	\$2,800	4	\$2,800	8	\$5,600
Camp (Net)						\$35,000		\$49,000		\$70,000
Subtotal	4	\$2,800	4	\$2,800	4	\$37,800	4	\$51,800	8	\$75,600
Memberships	200	\$15,000	275	\$20,625	275	\$20,625	275	\$20,625	275	\$20,625
Subtotal	200	\$15,000	275	\$20,625	275	\$20,625	275	\$20,625	275	\$20,625
Store/Concessions		\$19,500		\$19,500		\$18,704		\$20,012		\$21,413
Subtotal		\$19,500		\$19,500		\$18,704		\$20,012		\$21,413
Deerfield CRA		\$250,000		\$250,000		\$250,000		\$250,000		\$250,000
Total Revenue		\$544,300		\$554,125		\$586,379		\$621,691		\$663,161

Five-Year Operating Forecast Assumptions (Revenue)

Admissions

- Year 1: 26,000 visitors (20,000 general public; 5,000 member visitors; 1000 free visitors or through rentals/other.)
- Year 2: Attendance will go down based on history of museums opening new facilities. Decreased admission by 10% to 23,400.
- Year 3-5: Increased attendance by 7% annually (assumes no increase in admission prices through Year 5.)

(General visitors: adults 30%; children 60%; seniors 10%)

Calculations based on average of resident and non-resident admission price and percentage of visitors similar to MODS.

Prices

- Florida Resident: Adults \$12; Seniors \$11; Child \$10 (1 & under)
- Non-Resident: Adults \$15; Seniors \$14; Child \$13 (1 & under)
- Groups: \$8 pp/minimum of 15

Rentals

- Birthdays (after hours): 20 in Year 1; conservative increase in Years 2-5. \$600 per party (1/2 of MODS)
- Birthdays (business hours): 24 in Year 3-5. \$325 per party
- Facility Rentals: 12 @ \$1,500 annually

Public Programs

- Other Programs: Sea turtle walks, free beach clean-ups, etc.; 4 programs x 20 people per program @ \$35 per person average
- Camp: Year 3 with 20 campers for 5 weeks at \$350/week; Year 4-5: 7 weeks

Memberships

- MODS Members will have Deerfield location admission added at no charge. Those wanting Deerfield only will pay \$75 annually.

Store

- Annual visitors @ 50 cents revenue per visitor based on MODS historical data.

Deerfield Support

- City of Deerfield Beach will work with NWA to secure this support.

Deerfield Beach Expense Projections

Expenses	Yr 1 #	Year 1	Yr 2 #	Year 2	Yr 3 #	Year 3	Yr 4 #	Year 4	Yr 5 #	Year 5
Personnel-On-Site										
Manager		\$65,000		\$68,250		\$71,663		\$75,246		\$80,513
Assistant Manager										
Front of House		\$33,280		\$34,944		\$36,691		\$38,526		\$40,452
Education		\$43,680		\$45,864		\$48,157		\$50,565		\$53,093
Life Sciences		\$10,000		\$10,400		\$10,816		\$11,249		\$11,699
Personnel-Administrative										
Oversight		\$25,000		\$25,000		\$26,250		\$27,563		\$29,492
Finance Dept.		\$25,000		\$25,000		\$26,250		\$27,563		\$29,492
Human Resources		\$7,500		\$7,500		\$7,875		\$8,269		\$8,848
Reservations/Booking		\$3,952		\$4,268		\$4,439		\$4,617		\$4,802
Facility Rentals		\$8,700		\$9,048		\$9,410		\$9,786		\$10,177
Membership		\$4,500		\$4,680		\$4,867		\$5,062		\$5,264
Exhibits Tech		\$4,285		\$4,456		\$4,634		\$4,819		\$5,012
Birthday Parties		\$2,720		\$2,829		\$2,942		\$3,060		\$3,182
Store Buyer		\$3,600		\$3,744		\$3,894		\$4,050		\$4,211
Subtotal Personnel		\$237,217		\$245,983		\$257,888		\$270,373		\$286,236
Benefits		\$59,304		\$61,496		\$64,472		\$67,593		\$71,559
Subtotal Benefits		\$59,304		\$61,496		\$64,472		\$67,593		\$71,559

Expenses (Cont'd)	Yr 1 #	Year 1	Yr 2 #	Year 2	Yr 3 #	Year 3	Yr 4 #	Year 4	Yr 5 #	Year 5
Utilities										
Phone/Cable/Internet		\$3,000		\$3,150		\$3,308		\$3,473		\$3,647
Cleaning (Interior)		\$26,000		\$26,000		\$28,665		\$30,098		\$31,603
Electric		\$12,000		\$12,000		\$12,600		\$13,230		\$13,892
Water		\$3,600		\$3,780		\$3,969		\$4,167		\$4,376
Pest Control		\$1,200		\$1,260		\$1,323		\$1,389		\$1,459
Other (see note)										
Subtotal Utilities		\$45,800		\$46,190		\$49,865		\$52,358		\$54,976
Maintenance & Repairs										
Exhibits		\$5,000		\$8,000		\$10,000		\$10,000		\$10,000
Facilities (Interior)		\$4,000		\$8,000		\$8,000		\$8,000		\$8,000
Computers		\$2,500		\$4,000		\$4,000		\$4,000		\$4,000
Other (see note)		\$0		\$0		\$0		\$0		\$0
Subtotal Maint. & Repairs		\$11,500		\$20,000		\$22,000		\$22,000		\$22,000
Store										
Cost of Goods Sold		\$6,500		\$5,850		\$6,235		\$6,670		\$7,138
Subtotal Store		\$6,500		\$5,850		\$6,235		\$6,670		\$7,138
Marketing & Advertising										
Personnel		\$21,500		\$22,575		\$23,704		\$24,889		\$26,133
Outside Contractors		\$10,900		\$10,900		\$11,500		\$12,100		\$13,300
Events		\$11,000		\$11,000		\$11,550		\$12,125		\$12,725
Advertising		\$26,100		\$26,100		\$27,405		\$28,775		\$30,214
Print Materials		\$15,000		\$15,000		\$15,750		\$16,550		\$17,375
Social Media		\$10,000		\$10,000		\$10,500		\$11,025		\$11,575
Subtotal Marketing & Adv.		\$94,500		\$95,575		\$100,409		\$105,464		\$111,322

Expenses (Cont'd)	Yr 1 #	Year 1	Yr 2 #	Year 2	Yr 3 #	Year 3	Yr 4 #	Year 4	Yr 5 #	Year 5
Administrative										
Audit		\$5,000		\$5,000		\$5,500		\$5,500		\$6,000
Legal		\$1,000		\$1,000		\$1,000		\$1,000		\$1,000
Banking Fees		\$1,000		\$1,000		\$1,000		\$1,000		\$1,000
Credit Card Fees		\$8,829		\$9,124		\$10,091		\$11,151		\$12,395
Subtotal Administrative		\$15,829		\$16,124		\$17,591		\$18,651		\$20,395
Travel		\$1,000		\$1,050		\$1,103		\$1,158		\$1,216
Subtotal Travel		\$1,000		\$1,050		\$1,103		\$1,158		\$1,216
Equipment & Supplies										
Education & Exhibits		\$9,000		\$9,000		\$10,000		\$10,000		\$10,500
Office/Operations		\$2,400		\$2,400		\$2,400		\$2,500		\$2,500
Facility Rentals		\$1,000		\$1,250		\$1,375		\$1,513		\$1,664
Birthday Parties		\$3,000		\$3,000		\$3,000		\$3,750		\$3,750
Membership		\$6,000		\$6,000		\$6,000		\$6,600		\$6,600
FF&E (see note)		\$10,000		\$0		\$0		\$0		\$0
Subtotal Equip. & Supplies		\$31,400		\$21,650		\$22,775		\$24,363		\$25,014
Insurance		\$35,000		\$38,500		\$42,350		\$46,585		\$51,244
Subtotal Insurance		\$35,000		\$38,500		\$42,350		\$46,585		\$51,244

Expenses (Cont'd)	Yr 1 #	Year 1	Yr 2 #	Year 2	Yr 3 #	Year 3	Yr 4 #	Year 4	Yr 5 #	Year 5
Total Expenses Before Depreciation		\$538,050		\$552,418		\$584,688		\$615,215		\$651,100
Total Revenue		\$544,300		\$554,125		\$586,379		\$621,691		\$663,161
Net Operating Results Before Depreciation		\$6,250		\$1,708		\$1,691		\$6,476		\$12,061
Depreciation		\$250,000		\$250,000		\$250,000		\$250,000		\$250,000
Operating Results		(\$243,750)		(\$248,293)		(\$248,309)		(\$243,524)		(\$237,939)

Five-Year Operating Forecast Assumptions (Expense)

Operating Hours: Wednesday-Saturday 10 a.m. – 5 p.m.; Sunday 10 p.m. – 5 p.m. – 35 hours weekly

Personnel

- Manager and Assistant Manager F/T
- Front of House (3 P/T = 1.5 FTE) Year 1: \$16...Year 5: \$20
- Education (3 P/T = 1.5 FTE) Year 1: \$21...Year 5: \$25
- Life Sciences 1 day per week (416 hours)
- All Administrative Staff 10% each
- Years 2-5 4% COLA for F/T; \$1 increase per hour each year for P/T

Benefits

- 25% (.0765% FICA + 18% benefits)

Utilities

- Phone/Cable/Internet - \$250 per month with annual increases
- Cleaning (interior) – once per week @ \$500 per week in Year 1 with annual increases
- Other – Electric, water, security, pest control, trash removal and other services covered by Deerfield Beach

Maintenance & Repairs

- Facilities (interior) is for general repairs on the interior space
- Computer maintenance – monthly service for ticketing, concession and onsite network
- Other – Elevators, HVAC systems, landscaping, parking lots, roof and other services covered by Deerfield Beach

Store

- Cost of Goods Sold is 50% of revenues

Marketing & Advertising

- Aligns with Attachment 2 of Business Plan
- Outside Contractors include Goodman PR, cost of EyeCatch, Opiniator and Xink.io (branded email signature)

Administrative

- Audit prepared by outside party
- Legal retainer to work on business needs
- Banking fees for NWA bank accounts for deposits and payables
- Credit card fees for ticketing, store and membership processing based on 3.5% of revenue

Travel

- Mileage for staff to travel for training and to locations in the area for educational presentations

Equipment & Supplies

- Exhibit supplies include animal food, animal cleaning, etc.
- Office/Operations supplies include paper, cleaning supplies, toilet paper and other general needs
- Birthday party supplies include cake, decorations, table rentals calculated @ \$150 per party
- Furniture, Fixture & Equipment (FF&E) includes anything not covered in our agreement

Insurance

- Interior facilities contents
- Workers' compensation
- Business interruptions
- General liability
- Does not include the exterior of the building or mechanical systems
- Projected 10% increase in insurance rates annually

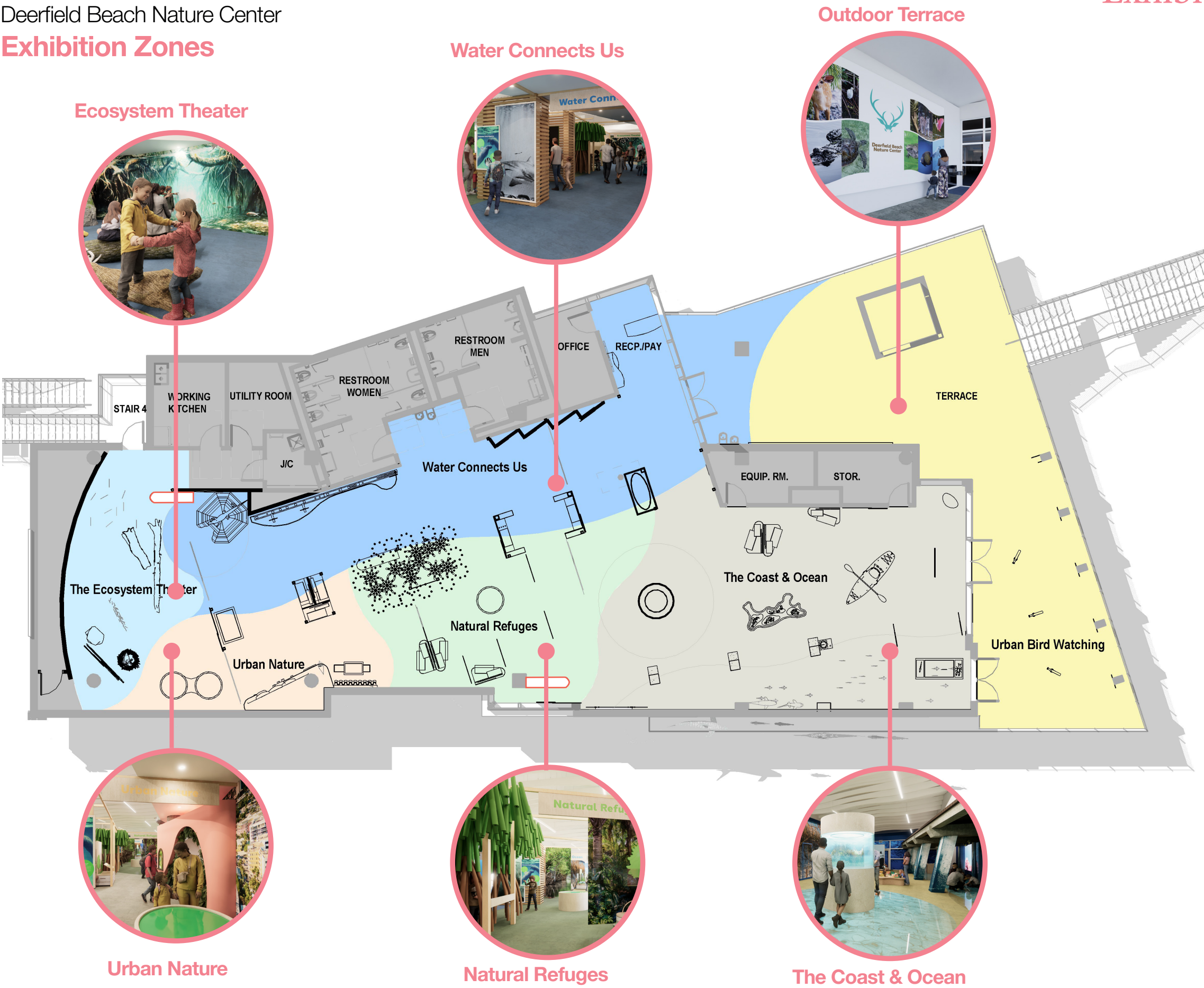
Depreciation

- Ten-year straight-line depreciation of all initial capital purchases necessary to open the business

Onsite Marketing at MODS

Media Type	Item	Run Duration	Estimate Impressions/ Circ.	Approx. Cost	Notes
Print	Wall Installation	Annual	500,000	\$10,000.00	Permanent Wall Display highlighted within Build a Better World (new resilience exhibit opening at MODS in 2026)
Digital	Outdoor Digital Screen	Annual	500,000	\$15,000.00	Ad with logo
Digital	Indoor Digital Screens	1 year	500,000	\$10,000.00	Partner logo
Digital	IMAX Slide	Annual	300,000 per year	\$8,000.00	Partnership Message (updated quarterly)
Print	Exterior Banner (Broward Blvd)	1 year	57,000+ daily	\$20,000.00	Ad with logo
Print	Duratron	1 year	500,000	\$8,000.00	Ad with logo
On-Site at MODS	Partnership Showcase	3-4 events annually	TBD	\$10,000.00	Opportunity to collaborate with MODS on special initiatives or celebrations with onsite presence
Print and Digital	Educator Guide	Annual	42,000 printed + digital	\$8,000.00	Broward County Public Schools and Private Schools, Miami-Dade County Public Schools and School District of Palm Beach County
Print and Digital	<i>What Will You Discover?</i>	1 year	14,000 printed + digital	\$5,000.00	Interior full-page art; Targeted through Go Riverwalk Magazine; Mailed to high-level donors, supporters and members
Digital	Museum App	Annual	TBD	\$5,000.00	
Digital	MODS Minutes Weekly E-news	1 year	145,000+ per email	\$9,000.00	Space promotion for 1 year
Digital	MODS Minutes Partner Footer	4 x annually	145,000+ per email	\$9,000.00	Customized Message from our Partner

Digital	MODS Website Homepage Ad	1 year	824,000+ unique per year	\$10,000.00	Exhibit
Digital	MODS Website Exhibit Page	Annual	78,000+ unique visitors	\$8,000.00	Logo
Digital	Billboard	3-4 months	52.8M	\$22,000.00	Exhibit
Digital	Updated Exhibit Space on Virtual Tour	Annual	2.3M	\$8,000.00	
Digital	Facebook (paid)	6 weeks	500,000+ per post	\$6,000.00	New exhibit average 8 posts annually
Digital	Facebook (organic)	6 weeks	37,000+ per post	\$2,500.00	New exhibit average 8 posts annually
Digital	Instagram/Twitter	6 weeks	31,000+ per post	\$6,000.00	New exhibit average 8 posts annually
Digital	Social Media Influencers	2 months	TBD	\$10,000.00	Leverage relationships with 5 influencers with a reach of more than 125k followers
Digital	Press Release for ribbon cutting and reopening	2 times	TBD	\$4,000.00	Partnership and Program Press Release Distributed to all Local, Regional and Print and Digital Media Outlets (ribbon cutting and post event announcement)
Print and Digital	Exhibit Opening in Regional Magazine Ads	6 times	TBD	\$15,000.00	Examples include <i>Family Magazine</i> , <i>South Florida Family Life</i> , <i>Go Riverwalk</i> , <i>Munchkin Fun</i> , <i>Travel Host</i>
Radio	PSAs on WLRN	1 month	335k+ weekly listeners; 650k+ monthly streaming	\$8,000.00	
			TOTAL	\$216,500.00	



Visitor Journey
We're going on an adventure through the wild waters of South Florida's—Following tributaries to new places, diving a little deeper and meeting new neighbors. The more we explore, the more we experience, the better we can understand our place in this brilliant ecosystem. These landscapes shape our lives and communities. Let's go exploring!

The exhibition is divided into six zones:

- Water Connects Us
- The Ecosystem Theater
- Urban Nature
- Wild Refuges
- The Coast & Ocean
- Outdoor Terrace

Each zone explores a unique habitat of Deerfield Beach, complete with distinctive built environments, wild neighbors (including our hero animals), and solution spotlights for regional challenges. High level concepts, including the Blue Economy and environmental resilience are carried throughout the whole experience.

Exhibit D



PARTNERSHIP MARKETING



MUSEUM OF DISCOVERY AND SCIENCE MARKETING OVERVIEW

MODS implements comprehensive marketing and media outreach campaigns to engage families, educators, and tourists across the tri-county area and beyond. Through strategic partnerships, targeted advertising, and community collaborations, MODS promotes its exhibits, programs, and events to a wide audience.

DIRECT MAIL

MODS leverages print and digital publications to reach key audiences, including educators, families, and local communities. Materials such as the annual Experience Planner and Resource Guide are distributed to tens of thousands of educators across Broward, Miami-Dade, and Palm Beach counties, as well as early childhood learning centers. Additional outreach includes inserts in publications like *Go Riverwalk*, reaching thousands of households throughout the year.

COMMUNITY COLLABORATIONS

The Museum actively partners with community organizations, cultural institutions, and local businesses to expand its reach through cross-promotional efforts. These collaborations include sharing promotional materials, newsletters, e-flyers, social media campaigns, and onsite collateral, providing mutual access to broader audiences.



MUSEUM OF DISCOVERY AND SCIENCE MARKETING OVERVIEW

PRINT AND DIGITAL ADVERTISING

A robust mix of print and digital advertising supports MODS' promotional strategies. Campaigns target both local residents and tourists, utilizing platforms such as *Go Riverwalk*, *Munchkin Fun*, *TravelHost*, *South Florida Family Life*, *Modern Boca Mom*, *Family Fun Magazine*, OutFront Media billboards, and family-focused influencers. Paid advertising is complemented by organic promotions across social media channels, blogs, and digital publications.

MODS also coordinates with key partners, including Visit Florida, Broward County Cultural Division, Florida Department of State Division of Arts & Culture, and WLRN, to amplify messaging through public relations efforts. Marketing initiatives span a variety of media, including print ads, press releases, flyers, direct mail, email campaigns, digital content, and social media platforms such as Facebook, Instagram, Twitter, LinkedIn, and influencer collaborations.



ANNUAL PRINT & DIGITAL PUBLICATION SAMPLES

OPPORTUNITY TO HIGHLIGHT CITY OF DEERFIELD BEACH

 MUSEUM OF DISCOVERY AND SCIENCE

WHAT WILL YOU DISCOVER?

JANUARY - DECEMBER 2025



MAGNETISM:
FEEL THE
FORCE!

ENGINEERING & YOU

NOW OPEN!

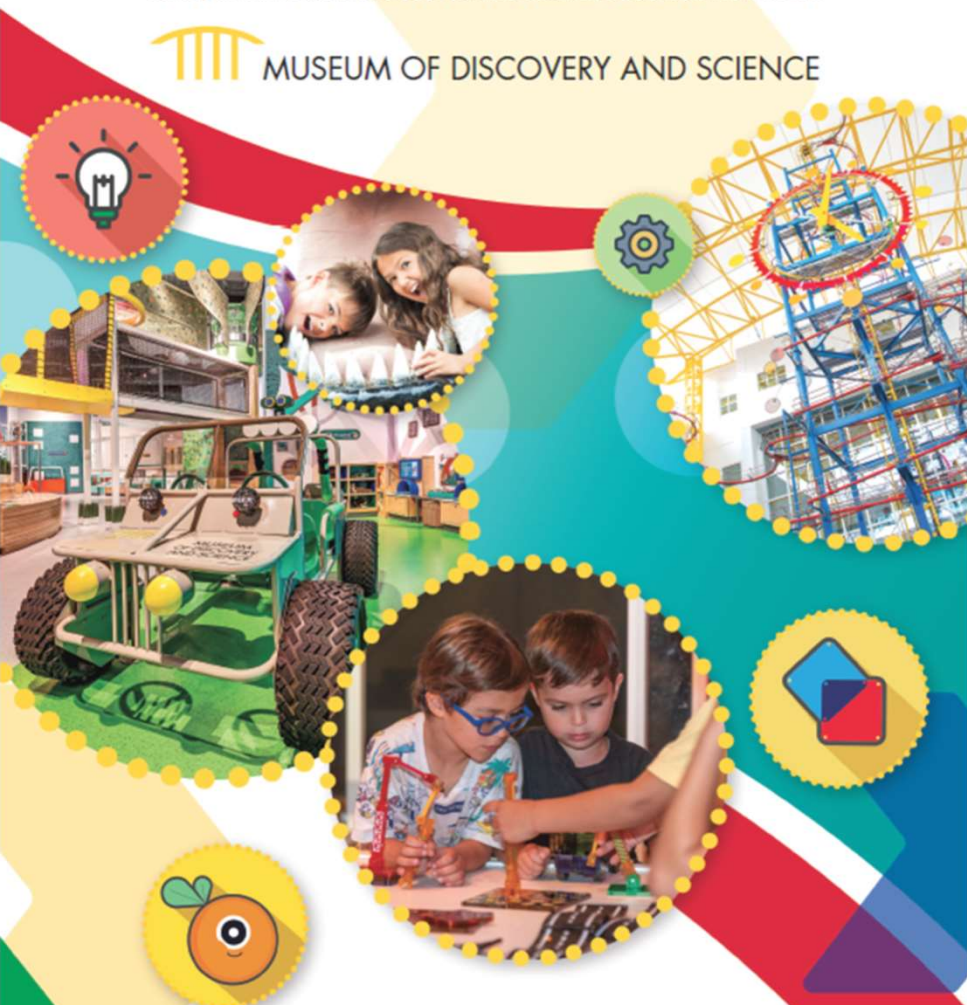
 **MAGNA-TILES®**
STUDIO

Downtown Fort Lauderdale

mods.org    @modsftl

DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY BROWARD COUNTY PUBLIC SCHOOLS. THE MUSEUM OF DISCOVERY AND SCIENCE IS LICENSED AND INSURED.

 MUSEUM OF DISCOVERY AND SCIENCE



2024-2025

MODS EXPERIENCE PLANNER AND RESOURCE GUIDE



IMAX DIGITAL STILL SAMPLE
OPPORTUNITY TO HIGHLIGHT CITY OF DEERFIELD BEACH



By your side at every step. Caring for your child like our own. Providing the chance to just be a kid. Experience best-in-class children's healthcare here in Broward County. JDCH.com



SCAN TO
LEARN MORE

IMAX DIGITAL STILL ON-SCREEN SAMPLE

OPPORTUNITY TO HIGHLIGHT CITY OF DEERFIELD BEACH



IMAX OUTDOOR JUMBOTRON SAMPLE OPPORTUNITY TO HIGHLIGHT CITY OF DEERFIELD BEACH



IMAX INDOOR DIGITAL SCREEN SAMPLE

OPPORTUNITY TO HIGHLIGHT CITY OF DEERFIELD BEACH



MARKETING IMPACT

SHOWCASING CITY OF DEERFIELD BEACH

Media Type	Item	Run Duration	Estimate Impressions/ Circ.	Notes
Print	Wall Installation	Annual	500,000	Permanent Wall Display highlighted within Build a Better World (new resilience exhibit opening at MODS in 2026)
Digital	Outdoor Digital Screen	Annual	500,000	Ad with logo
Digital	Indoor Digital Screens	1 year	500,000	Partner logo
Digital	IMAX Slide	Annual	300,000 per year	Partnership Message (updated quarterly)
Print	Exterior Banner (Broward Blvd)	1 year	57,000+ daily	Ad with logo
Print	Duratran	1 year	500,000	Ad with logo
On-Site at MODS	Partnership Showcase	3-4 events annually	TBD	Opportunity to collaborate with MODS on special initiatives or celebrations with onsite presence
Print and Digital	Educator Guide	Annual	42,000 printed + digital	Broward County Public Schools and Private Schools, Miami-Dade County Public Schools and School District of Palm Beach County
Print and Digital	<i>What Will You Discover?</i>	1 year	14,000 printed + digital	Interior full-page art; Targeted through Go Riverwalk Magazine; Mailed to high-level donors, supporters and members

MARKETING IMPACT

SHOWCASING CITY OF DEERFIELD BEACH

Media Type	Item	Run Duration	Estimate Impressions/ Circ.	Notes
Digital	Museum App	Annual	TBD	
Digital	MODS Minutes Weekly E-news	1 year	145,000+ per email	Space promotion for 1 year
Digital	MODS Minutes Partner Footer	4 x annually	145,000+ per email	Customized Message from our Partner
Digital	MODS Website Homepage Ad	1 year	824,000+ unique per year	Exhibit
Digital	MODS Website Exhibit Page	Annual	78,000+ unique visitors	Logo
Digital	Billboard	3-4 months	52.8M	Exhibit
Digital	Updated Exhibit Space on Virtual Tour	Annual	2.3M	
Digital	Facebook (paid)	6 weeks	500,000+ per post	New exhibit average 8 posts annually
Digital	Facebook (organic)	6 weeks	37,000+ per post	New exhibit average 8 posts annually
Digital	Instagram/Twitter	6 weeks	31,000+ per post	New exhibit average 8 posts annually
Digital	Social Media Influencers	2 months	TBD	Leverage relationships with 5 influencers with a reach of more than 125k followers
Digital	Press Release for ribbon cutting and reopening	2 times	TBD	Partnership and Program Press Release Distributed to all Local, Regional and Print and Digital Media Outlets (ribbon cutting and post event announcement)
Print and Digital	Exhibit Opening in Regional Magazine Ads	6 times	TBD	Examples include <i>Family Magazine</i> , <i>South Florida Family Life</i> , <i>Go Riverwalk</i> , <i>Munchkin Fun</i> , <i>Travel Host</i>
Radio	PSAs on WLRN	1 month	335k+ weekly listeners; 650k+ monthly streaming	

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