

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, FINDING AND DECLARING THAT THE EXECUTION OF THE ATTACHED TOURIST PROMOTION CONTRACT BETWEEN ST. JOHNS COUNTY AND NATIONAL AFRICAN-AMERICAN ARCHIVES AND MUSEUM, INC. SERVES A COUNTY PURPOSE BY ASSISTING IN THE ESTABLISHMENT OF A MUSEUM WITHIN THE COUNTY AND BY THE PROMOTION OF TOURISM TO THE COUNTY, AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE CONTRACT.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA as follows:

SECTION 1. The Board of County Commissioners of St. Johns County, Florida (the "Board") hereby finds and declares that the Tourist Promotion Contract between St. Johns County and National African-American Archives And Museum, Inc. (the "Museum") attached hereto (the "Contract") is intended to and does serve a primary County purpose by assisting in the establishment of a museum within the County and by promoting tourism for St. Johns County, Florida.

SECTION 2. The Board hereby specifically finds and determines the following:

A. Market research shows that implementation of the Contract will favorably promote and increase tourism to St. Johns County and the State of Florida and will compliment other St. Johns County attractions by promoting a destination within the county to a relatively new undeveloped and untapped tourist market.

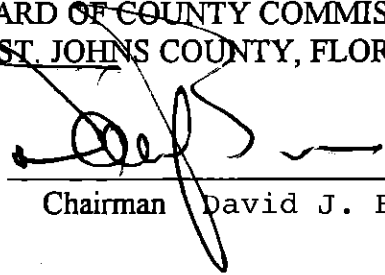
B. The increase in tourism generated by the successful implementation of the Contract will provide a positive economic impact to the County; will increase total annual spending in area businesses; will increase sales tax revenues available to the State of Florida and the County and will provide additional economic benefits to the County from gasoline taxes generated by such

tourists and the ad valorem taxes paid by successful tourism industry establishments visited by those tourists.

SECTION 3. The County Administrator is hereby directed to execute two or more duplicate originals of the Contract after they have been duly executed by the Museum and to deliver one such executed copy to the Museum.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 25th day of February, 1997.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Chairman David J. Bruner

ATTEST: CHERYL STRICKLAND, CLERK

By: 
Deputy Clerk

TOURIST PROMOTION CONTRACT

National African-American Archives And Museum, Inc., a Florida not for profit corporation (hereinafter, the "Museum") and the Board of County Commissioners of St. Johns County, Florida (hereinafter, the "County") in consideration of the mutual promises, covenants, agreements and conditions contained herein, hereby agree and contract each with the other as follows:

Section 1. COUNTY DUTIES: As payment to the Museum for the timely performance by the Museum of each of the Museum's promises, covenants and duties set forth in this Tourist Promotion Contract, the County shall pay the Museum, or make available to the Museum, an amount not to exceed \$500,000 at the times and in the manner and for the purposes described in this Section 1, in Section 2, and in paragraph D of Section 3, but solely from the County's budgeted Available Category One NAAAM monies and Available Category Two NAAAM monies that are hereinafter described. Such dollar amounts shall be paid or made available to the Museum during the following times as full consideration for the benefits granted to the County under this Tourist Promotion Contract:

- A. An amount up to \$75,000 during County fiscal year (FY) 1996-1997 from funds made available by amendments in Category One and Category Two of the County's 1996-1997 fiscal year (1996-1997 FY) tourist development tax budget in the manner described in Section 2 below;
- B. An amount up to \$125,000 during County FY 1997-1998 from Available Category Two NAAAM monies (as described and defined in Section 2 below);

- C. An amount up to \$150,000 during County FY 1998-1999 from Available Category Two NAAAM monies (as described and defined in Section 2 below); and
- D. An amount up to \$150,000 during County FY 1999-2000 from Available Category Two NAAAM monies (as described and defined in Section 2 below).
- E. In the event that the construction and renovation of the Museum Facility (as hereinafter defined) proceeds at a pace such that the time frames set forth in subparagraphs B, C and/or D above will result in a delay in completion of the construction or reconstruction of the Museum Facility, the dollars or portions thereof described in such subparagraphs shall be paid or made available to the Museum at earlier dates, provided that all other provisions and conditions of this Tourist Promotion Contract pertaining to the source of, and conditions for, such payments exist, are satisfied and have occurred.

The monies described in subparagraphs A, B, C, D and E above shall be expended only for the purposes described in paragraph D of Section 3 below and only in the manner provided or contemplated by this Tourist Promotion Contract. Any Available Category One NAAAM monies and/or Available Category Two NAAAM monies not paid to or for the Museum during the County fiscal year in which they were first budgeted by the County shall be paid to or for the Museum in subsequent years but only for the purposes described in paragraph D of Section 3 hereof and only in the manner provided or contemplated by this Tourist Promotion Contract.

NOT WITHSTANDING THE ABOVE, no monies shall be paid to or for the Museum until and unless the Museum and the Museum Facility, as hereinafter defined, initially meet and are continuing to meet the criteria set forth in subparagraphs 2a, 2b, 2c, 2i, 2k, 2l and 2m of paragraph

B in Section 3 below. **Additionally, no above described monies** shall be paid to or for the Museum after the Museum Facility is opened to the general public unless the Museum and the Museum Facility initially meet and are continuing to meet the criteria set forth in subparagraphs 2d, 2e, 2f, 2g, 2h and 2j of paragraph B in Section 3 below.

Section 2. COUNTY FUNDING.

A. The County shall fund and make the payments required under this Tourist Promotion Contract solely and only with the Available Category One NAAAM monies and the Available Category Two NAAAM monies that are budgeted by the County for such purpose and are derived from the tourist development tax that is levied and received by the County in accordance with Section 125.0104, Florida Statutes, as such statute is now in effect, or as later amended, and by County Ordinances # 86-72 and # 91-44, as amended and now in effect or as may later be amended, modified, or replaced by successor ordinance(s) pertaining to the County's tourist development tax. To that end, the County agrees that during the County's 1996-1997 fiscal year (1996-1997 FY) and only during the County's 1996-1997 FY, the County will within 45 days of the effective date of this Tourist Promotion Contract amend its 1996-1997 FY County tourist development tax budget to include line items in Category One thereof and in Category Two thereof entitled respectively Available Category One NAAAM and Available Category Two NAAAM by or from which combined payments totaling \$75,000 shall be made to or for the Museum pursuant to this Tourist Promotion Contract. Such new line items in Category One and Category Two of the County's 1996-1997 FY County tourist development tax budget shall be funded by transfers from the respective contingency line items in each of Category One and Category Two in such budget.

B. It is agreed that the County will use its best efforts to continue to impose, levy and collect its tourist development tax to September 30, 2000 and to set aside as a line item in Category Two of its tourist development tax budget the monies to be used by the County to make available the payments to or for the Museum as specified in paragraphs B, C and D of Section 1 above and paragraphs A and C of Section 7 below. In no event shall new monies or new tourist development tax revenues scheduled or obligated for Category One after September 30, 1997 or any monies or tourist development tax revenues scheduled or obligated at any time for Category Three of the County's tourist development tax budget or spending policy or its tourist development plan be obligated or used to make or make available the County payments described in Section 1 above and nothing in this Tourist Promotion Contract shall require the County to change or alter its percentage allocation of tourist development tax revenues among its budget spending Categories One, Two and Three. For the purposes of this Tourist Promotion Contract, (i) tourist development tax revenues that are collected prior to September 30, 2000 and that are budgeted in Category Two of the County's tourist development tax budget for payments to or for the Museum pursuant to this Tourist Promotion Contract and that have not been obligated by the County to other parties prior to the date of this Tourist Promotion Contract, whether by contract, prior appropriation or otherwise, shall be deemed to be Available Category Two NAAAM monies, and (ii) tourist development tax revenues that are collected prior to September 30, 1997 and are budgeted by amendment in Category One of the FY 1996-1997 County tourist development tax budget for payments to or for the Museum pursuant to this Tourist Promotion Contract and that have not been obligated by the County to other parties prior to the date of this Tourist Promotion Contract, whether by contract, prior appropriation or otherwise, shall be deemed to be Available Category One NAAAM monies. If Available Category

One NAAAM monies and/or Available Category Two NAAAM monies are insufficient to pay the sums set forth in Section 1 of this Tourist Promotion Contract, then the scheduled duties of the Museum under this Tourist Promotion Contract shall be proportionately reduced in a fair and equitable manner.

C. In the event the tourist development tax should cease to be levied or collected in St. Johns County for any reason beyond the control of the County at any time prior to September 30, 2000, then all collected tourist development tax revenues that had been budgeted as Available Category Two NAAAM for payment to or for the Museum pursuant to this Tourist Promotion Contract but which had not yet been paid shall be paid or made available to the Museum (without any acceleration in the payment dates), in accordance with Section 1 above.

D. In the event any change in Florida law, or other legal cause, shall absolutely prohibit the County from paying tourist development tax revenues under this Tourist Promotion Contract to the Museum, then this Tourist Promotion Contract, and all rights and liabilities arising hereunder, shall be terminated.

E. THE COUNTY DOES NOT PLEDGE OR OBLIGATE ANY OF ITS AD VALOREM TAXING POWERS OR PROCEEDS, GENERAL REVENUES, PROPERTY, OR ASSETS FOR THE PAYMENTS DUE UNDER THIS TOURIST PROMOTION CONTRACT, BUT LIMITS THE FUNDING OF THIS TOURIST PROMOTION CONTRACT SOLELY TO THE ABOVE DESCRIBED AVAILABLE CATEGORY ONE NAAAM MONIES AND THE ABOVE DESCRIBED AVAILABLE CATEGORY TWO NAAAM MONIES THAT THE COUNTY DERIVED FROM THE COUNTY'S TOURIST DEVELOPMENT TAX LEVIED AND COLLECTED PURSUANT TO COUNTY ORDINANCES # 86-72 AND # 91-44, AS NOW IN

EFFECT OR HEREAFTER AMENDED, MODIFIED, OR REPLACED BY SUCCESSOR ORDINANCE(S) PERTAINING TO THE COUNTY'S TOURIST DEVELOPMENT TAX. THE PARTIES AGREE THAT PAYMENT AND SATISFACTION OF ANY JUDGMENTS THAT THE MUSEUM MAY OBTAIN AGAINST THE COUNTY PERTAINING TO THIS CONTRACT SHALL BE PAID SOLELY AND ONLY FROM THE ABOVE DESCRIBED AVAILABLE CATEGORY TWO NAAAM MONIES.

Section 3. MUSEUM DUTIES: During each year (unless other times are specified herein) commencing the effective date of this Tourist Promotion Contract and continuing to and including the termination date set forth in Section 19 hereof, the Museum shall continuously perform, provide and make available to the County and the public - at no additional cost to the County - the following duties, services, products and benefits:

A. The Museum will timely implement and perform, or cause to be implemented and performed, all tasks and duties necessary and appropriate to perform and achieve each of the purposes, recommendations and goals of the Spring 1996 St. Johns County Image Study that was prepared by Evelyn Fine for the St. Johns County Visitors & Convention Bureau as they pertain to the African American travel market, including but not limited to gathering and presenting information to the County Administrator or his designees pertaining to travel decision behavior, appropriate advertising, messages and media, preferred design and contents of collateral material, and other specific information regarding the African-American travel market.

B. The Museum will promote and increase tourism to St. Johns County by establishing, renovating, repairing, remodeling, constructing, furnishing, equipping, stocking, operating,

maintaining and promoting the National African-American Archives and Museum facility, including when the context permits, its attendant parking facilities (collectively and singularly hereinafter the "Museum Facility") to be located on the lands described on Exhibit A attached hereto, (such lands being at or adjacent to 86C Martin Luther King Avenue, St. Augustine, St. Johns County, Florida) in the following manner:

1. The Museum Facility shall be constructed, renovated, repaired, reconstructed and opened to the public on or before January 1, 1999 and upon such opening shall thereafter be continuously operated, maintained, repaired and promoted by the Museum in the manner provided by this Tourist Promotion Contract. If however, the County funding described in Section 1 above is delayed and such delay causes a delay in the construction or reconstruction of the Museum Facility, the opening date for the Museum Facility may, at the Museum's option, be delayed for up to the same number of days that such County funding was delayed.

2. The Museum and the Museum Facility, as appropriate, shall meet, perform and provide, and then shall continue to meet, perform and provide, as is appropriate, the following minimum criteria, duties and documentation:

- a) The Museum shall be and shall remain a Florida not for profit corporation duly qualified as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended;
- b) During each odd numbered calendar year commencing in calendar year 1997, the Museum shall provide the County with a formally stated mission that is consistent with this Tourist Promotion Contract and is acceptable to the County;

- c) The Museum has provided the County Administrator with a certified copy of the Museum's lease of the Museum Facility including its parking facilities. The Museum shall timely perform each of its duties under such lease and no duty thereunder shall be deemed waived or tolled for the purpose of this Tourist Promotion Contract unless waived or tolled by the County. The Museum shall not consent to or acquiesce in any amendment to the lease without the County's written consent, which County consent shall not be unreasonably withheld. The Museum shall not assign or encumber its leasehold interest in the lease without the County's written consent, which consent shall not be unreasonably withheld.
- d) The Museum Facility shall be and shall remain essentially educational in nature;
- e) The Museum Facility shall be continuously operated by the Museum with at least one full-time paid professional staff person who has museum qualifications and experience that is consistent with the qualifications and experience that is recognized under the American Association of Museums Accreditation Program as appropriate for the head of operations of a museum the size and scope of the Museum Facility and who is delegated authority and allocated financial resources by the Museum sufficient to operate the Museum Facility effectively;

- f) The Museum and the Museum Facility shall at a minimum of six times a year present regularly scheduled programs with exhibits that use and interpret historical objects for the public according to accepted museum standards;
- g) The Museum and the Museum Facility shall have and shall implement and comply with a formal and appropriate program of documentation, care, and use of collections and/or tangible objects that is consistent with the criteria that are recognized by the American Association of Museums Accreditation Program as appropriate for a museum the size and scope of the Museum Facility;
- h) The Museum and the Museum Facility shall have and shall implement and comply with a formal and appropriate program of maintenance and presentation of exhibits that is consistent with the criteria that are recognized by the American Association of Museums Accreditation Program as appropriate for a museum the size and scope of the Museum Facility;
- i) The Museum Facility site shall be suitable for accommodating the number of visitors appropriate for the size of the Museum Facility, including adequate parking and accessibility;
- j) The Museum shall at its expense continuously operate, repair and maintain the Museum Facility consistent with the Code of Ethics and Terms of Accreditation of the American Association of Museums and,

without limiting the foregoing, shall continuously keep the Museum facility in good repair and appearance;

- k) The Museum shall submit to the County a detailed plan (which shall include architectural drawings) for restoring or constructing the Museum Facility and for obtaining sufficient quality historic exhibits. The plan must be acceptable to the County, which acceptance shall not be unreasonably withheld, and must include a reasonable itemization of the costs and time frame therefor. The architectural drawings shall include provisions for adequate restrooms and safe archival facilities for housing historic artifacts. The Museum shall follow and comply with the plan and shall not amend the plan without the County's prior written consent, which consent shall not be unreasonably withheld;
- l) During each odd numbered calendar year commencing in calendar year 1997, the Museum shall submit to the County a five year financial plan showing projected reconstruction, construction and remodeling costs, projected costs of furnishings and exhibits, projected operational costs including advertising, projected income and sources of income and projected personnel structure. Such plan shall be accompanied with appropriate competent supporting documentation that substantiates with reasonable probability that the Museum will be financially able to perform its duties and obligations under this Tourist

Promotion Contract; and

- m) The Museum shall provide the County with sufficient evidence that it has all permits, zoning and other government approvals, other than a certificate of occupancy, necessary to remodel the Museum Facility and operate it as a museum.

The duties set forth in subparagraphs 2a, 2b, 2c, 2i, 2k, 2l and 2m shall be accomplished or performed on or before February 12, 1998 and shall then continue to be performed for the duration of this Tourist Promotion Contract. The duties set forth in subparagraphs 2d, 2e, 2f, 2g, 2h and 2j shall commence no later than the date the Museum Facility is opened to the general public and shall then be continuously performed for the duration of this Tourist Promotion Contract. (For informational purposes, subparagraphs a, b, d, e, f, g and h are derived from the definitions of a museum contained in section I of the American Association of Museums Accreditation Program.)

C. Once opened, the Museum shall continuously educate and attract visitors to the Museum Facility, to St. Augustine and to St. Johns County and shall enhance and promote the expansion and awareness of St. Johns County to African-Americans and others living throughout the United States. Without limiting the foregoing, the Museum shall specifically target and promote, or shall cause to be targeted and promoted, the Museum Facilities, St. Augustine and St. Johns County, Florida in the major United States African-American tourist markets including, but not limited to, New York City, Washington D.C., Philadelphia, Baltimore, Chicago, Atlanta, Savannah, Charlotte and Charleston and the major Florida African-American tourist markets such as Daytona Beach, Jacksonville, Orlando, Tallahassee, Tampa, Gainesville, Ft. Lauderdale, Ocala and Miami.

D. The County will pay the monies described in Section 1 of this Tourist Promotion

Contract solely and only to reimburse the Museum for capital expenditures made by the Museum (i) to renovate, repair, remodel and construct the Museum Facility and (ii) at the County's discretion, to acquire appropriate historic exhibits selected by the Museum for display at the Museum Facility. The County shall not make payments pertaining to the acquisition of historic exhibits until the Museum Facility, including its attendant parking facilities, has been fully constructed/renovated and paid for or the County Administrator is assured that the Museum has, or will have, sufficient monies to complete and pay for the construction/renovation of the Museum Facility including its attendant parking facilities. Alternatively to reimbursing the Museum, the County may in the County's sole discretion pay such monies or a portion thereof by making direct payments to the Museum's contractor's, materialmen and suppliers as the County may deem appropriate for providing to the Museum such work, materials, or exhibits. The Museum shall submit one Statement, and no more than one Statement, to the County, or its designee, each month which Statement shall describe in detail, the work, material, supplies and exhibitory that has been completed or delivered and for which the Museum seeks payment or reimbursement. Each statement shall be accompanied by or include (i) a certificate of the Museum which shall certify and include the information and representations described on Exhibit B attached hereto, and (ii) original invoices and/or bills and such other appropriate evidentiary documentations as requested by the County's County Administrator and/or Finance Director to assure that the County's funds are spent solely for the purposes described in this paragraph D. Payment requests for renovation, repair, remodeling, or construction of the Museum Facility shall be accompanied by certificates of the applicable architect and contractor and any such other person or entity as the County may in its discretion require certifying that the work for which the payment is requested has been fully and satisfactorily performed and that they have no knowledge

of any mechanics liens or other liens that have attached to such work or to the Museum Facility. In no event shall the Museum directly or indirectly obligate the County to pay any monies or bills or allow the County to otherwise become obligated or indebted to the Museum's contractors, materialmen or suppliers. Nothing in this subparagraph D shall be deemed to reduce or diminish any of the Museum's duties described in this Tourist Promotion Contract, including without limitation, the duties of the Museum described in paragraph H of this Section.

E. The Museum will continuously encourage, promote and educate multi-cultural tourists to visit St. Johns County and St. Augustine to enjoy the county's ocean beaches and to use and enjoy the County's Convention Center and the conferences, workshops, seminars, historical sites, fine dining and inns located throughout St. Johns County.

F. The Museum will continuously endeavor to improve the quality and the variety of ethnic cultural offerings available to tourists in St. Johns County and will promote the diversity of artistic expression and events within the county so as to continually attract a diversity of tourists to St. Johns County, thus increasing the "heads on beds" in St. Johns County.

G. The Museum will also promote tourism to St. Johns County and the State of Florida by serving as a destination educational and cultural resource research institution. In that regard, the Museum shall each year, among other things, disseminate a substantial amount of quality information to the major African-American tourist markets regarding the history of African-Americans and the diverse cross-cultural relationships among the people within St. Augustine, St. Johns County and the State of Florida.

H. The Museum shall continuously earn, raise and provide, or cause to be provided, such additional monies as are necessary to enable the Museum to timely perform, or cause to be

performed, and the Museum hereby covenants that it will timely perform, or cause to be performed, in a first class manner each of the Museum's duties, promises and covenants set forth and described in this Section 3 and in Sections 4 and 5 hereof.

I. The Museum shall remain continuously qualified as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986 as amended and shall at its expense continuously operate and maintain the Museum Facility as an attractive and educational museum in the manner and for the purposes described in this Tourist Promotion Contract. The Museum Facility shall be open to the public at least six days per week, eight hours per day and during each open day the Museum shall, at its expense, display historic exhibits in such quantity and of such quality as are acceptable to the County as being consistent with the American Association of Museums accreditation requirements and this Tourist Promotion Contract. Additionally, the Museum shall, at its expense, continuously maintain liability insurance and insurance insuring the Museum Facility and its exhibits and contents in amounts, in the manner, and with insurance companies that are consistent with the general standards of the American museum industry. All policies of insurance, shall name the County as an additional insured and shall be issued by responsible insurance companies that are qualified to do business in the State of Florida and are qualified under the laws of the State of Florida to assume risks covered by such policy or policies. Additionally, the Museum shall cause each insurer to deliver to the County Administrator at the County Address set forth in Section 13 below a copy of each policy with the insurer's certificate that the policy has been issued, is currently in effect and will not be canceled or terminated without at least sixty (60) days prior written notice to the County Administrator.

J. The Museum shall continuously endeavor to discover, collect and preserve materials

within the Museum Facility's scope for interpretation and display. Materials collected and displayed will be available for the purpose of promoting the cultural heritage of St. Johns County and the Museum Facility as a historic attraction.

K. The Museum shall each year develop, initiate and conduct education programs which will promote and stimulate public interest in the Museum Facility and St. Johns County; and

L. The Museum will create and nurture a community support organization within St. Johns County to assist it and will initiate community involvement, activities and events which will enlighten visitors about the cultural heritage of St. Johns County.

Section 4. ADVERTISING AND PROMOTIONAL FORM, CONTENT AND COSTS: The advertising and promotional material and activities provided to or for the County by the Museum pursuant to this Tourist Promotion Contract shall be used solely to promote the Museum Facility, St. Johns County, the City of St. Augustine and other tourist attractions within St. Johns County, and shall not be used to promote or endorse any other locality, product or service. All advertising and promotional material and activities provided to the County pursuant to this Tourist Promotion Contract shall be at the expense of the Museum but shall be in form, quantity, quality, content and in targeted areas that are consistent with the goals and objectives of this Tourist Promotion Contract. At a minimum, but not in limitation, the Museum will provide the following dollar values of such advertising and promotion during each of the following calendar years:

- A. 1997: \$0.00
- B. 1998: \$10,000.00
- C. 1999: \$10,000.00

- D. 2000: \$15,000.00
- E. 2001: \$20,000.00
- F. 2002 to and including 2006: \$25,000.00 each year.
- G. 2007 to and including 2011: \$35,000.00 each year.
- H. 2012 to and including 2016: \$45,000.00 each year.

Section 5. COORDINATION OF ADVERTISEMENT: The Museum will do all things reasonably necessary and/or appropriate to enable the County or its designees to timely review and approve or revise the television, radio, electronic, and print advertisements and promotions contemplated by this Tourist Promotion Contract.

Section 6. TERMINATION OF AGREEMENT: Notwithstanding any other provision herein, the County shall have the option to terminate this Tourist Promotion Contract if the Museum does not timely perform its duties or honor its covenants under this Tourist Promotion Contract and/or if the County, in its reasonable opinion, is not satisfied with the performance of the duties of the Museum or with the quality of the benefits provided by the Museum pursuant to Sections 3, 4 or 5 above by giving forty five (45) days prior written notice to the Museum which notice states the County's intent to terminate this Tourist Promotion Contract and specifies the reason for the County's intent to terminate and/or the reason for its dissatisfaction. The Museum may respond to such notice within such forty five (45) days. If prior to the expiration of such forty five (45) days the Museum requests, and demonstrates to the County good cause for, a reasonable delay in providing its response to the County, the County shall grant appropriate additional time for such response. If,

after the Museum's response or the expiration of the time therefor the County is still not satisfied that the Museum has timely performed its duties or honored its covenants and/or the County is not, in its reasonable opinion, satisfied with the Museum's performance or with the quality of the benefits received under this Tourist Promotion Contract, the County may in its sole discretion terminate this Tourist Promotion Contract effective immediately and shall have no obligation to make any payments due after the effective date of termination. The parties hereby agree that paragraphs B and D of Section 7 of this Tourist Promotion Contract shall survive termination under this Section 6.

Section 7. BREACH OF AGREEMENT: The following shall constitute the sole remedies available upon a breach or termination of this Tourist Promotion Contract:

A. The Museum shall have the right to recover and/or to sue to recover from the County interest at the rate of 6% per annum on delinquent payments until paid, (but such interest shall be payable solely from Available Category Two NAAAM monies), but only if the County has on hand sufficient Available Category Two NAAAM monies to make the payment(s) and shall wrongfully fail or refuse to make any payment required hereunder and such failure or refusal continues for twenty-one (21) days after the County receives written notice from the Museum that the payment has not been timely paid.

B. The County shall have the right to recover, and/or to sue to recover, from the Museum all payments made by County under this Tourist Promotion Contract, plus interest thereon from the dates of payments at the rate of 6% per annum, as liquidated damages if the Museum shall fail to honor its covenants contained herein or shall wrongfully fail or refuse to timely perform, or is unable to timely perform, any or all of its obligations pursuant to Sections 3, 4 or 5 hereof and shall fail

prospectively to cure such failure within thirty (30) days after written notice thereof. Such written notice from the County shall specifically refer to or mention this Section 7 in order to alert the Museum that the County may exercise its rights as set forth in this Section 7 should the Museum not cure such failure within the 30 day time period. Upon repayment by the Museum to the County at the County's request for such payments with interest, or upon entry of a judgement requiring repayment to the County, this Tourist Promotion Contract shall automatically be terminated, if not previously terminated pursuant to Section 6 hereof, and both parties shall be released from performance of any further scheduled obligations and duties arising under this Tourist Promotion Contract. As an alternative to the foregoing liquidated damages, the County may in its discretion avail itself to any other remedy available to it at law or equity.

C. In the event the County shall wrongfully refuse to pay the monies due under this Tourist Promotion Contract when the County has on hand sufficient Available Category Two NAAAM monies to make such payments, the Museum may sue the County for payment of such sums due and in addition to recovering such sums, but only from Available Category Two NAAAM monies, may terminate this Tourist Promotion Contract, whereupon both parties shall be released from performance of any future scheduled obligations and duties arising under this Tourist Promotion Contract.

D. In any litigation arising hereunder, the prevailing party shall be entitled to recover from the losing party the reasonable attorney's fees and court costs incurred by the prevailing party.

Section 8. NO AGENCY CREATED: This Tourist Promotion Contract shall not constitute either party to be an agent or legal representative of the other for any purpose whatsoever. Neither

party is granted any right or authority under this Tourist Promotion Contract (i) to create any obligation or responsibility, express or implied, on behalf of or in the name of the other, or (ii) to make use of the others' name, logo or seal in any manner whatsoever except as may be specifically provided herein and for the purpose of this Tourist Promotion Contract. It is the specific intent of the parties that the Museum shall not obligate the County to make payments to third parties.

Section 9. WAIVERS: The failure of either party at anytime to require performance by the other party of any of the duties, terms, covenants or conditions of this Tourist Promotion Contract shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by a party of any breach of any provision of this Tourist Promotion Contract shall not be construed as a waive of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any other right or remedy under this Tourist Promotion Contract.

Section 10. AMENDMENTS: The provisions of this Tourist Promotion Contract may not be amended, supplemented, waived or changed orally, but only by a writing signed by the party against whom enforcement of any such amendment, supplement, waiver or modification is sought, and making specific reference to this Tourist Promotion Contract.

Section 11. ASSIGNMENTS: Neither this Tourist Promotion Contract nor any of the benefits to be derived here from may be assigned by either party hereto without the prior written consent of the other party hereto.

Section 12. GOVERNING LAW: This Tourist Promotion Contract shall be construed according to the laws of the State of Florida.

Section 13. NOTICES: All notices, requests, consents and other communications required or permitted under this Tourist Promotion Contract shall be in writing (including telex and telegraph communication) and shall be (as elected by the person giving the notice) hand delivered by messenger or courier service, telegraphed, mailed by registered or certified mail (postage prepaid), return receipt requested, or sent by 24-hour guaranteed delivery service, addressed to:

For the Museum: National African-American Archives And Museum, Inc.
Attn: Clarence Davis, President
4701 Blagden Terrace, N.W.
Suite 101
Washington, D.C. 20011

For the County: St. Johns County Administrator
St. Johns County Administration Bldg.
4020 Lewis Speedway (CR 16A)
St. Augustine, Florida 32095

or to such other address as either party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telegraphed if by telegraph, (c) on the date of transmission with confirmed answer back if by telex, (d) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if by mail or (e) on the date accepted or rejected by the party to whom it is addressed if sent by 24-hour guaranteed delivery service.

Section 14. HEADINGS: The headings contained in this Tourist Promotion Contract are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Tourist Promotion Contract.

Section 15. BINDING EFFECT: All of the terms and provisions of this Tourist Promotion Contract shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

Section 16. EXCLUSIVITY: Prior to the termination date hereof, neither the Museum nor any of its divisions or subsidiaries will enter into any agreement with the State of Florida, any political subdivision of the State of Florida other than St. Johns County, Florida, or any other government or governmental sponsored entity (collectively or singularly, the "Government") that is located within a 100 mile radius of St. Johns County to advertise or promote the Museum Facility or that Government's proximity to the Museum Facility without the County's prior written consent. St. Augustine/St. Johns County shall be exclusively promoted as the home of the Museum Facility.

Section 17. TIME OF ESSENCE: Time is of the essence for this Tourist Promotion Contract.

Section 18. EFFECTIVE DATE: This Tourist Promotion Contract shall take effect on _____
_____, 1997.

Section 19. TERMINATION DATE: Unless sooner terminated pursuant to another provision herein or by mutual written consent of the parties, this Tourist Promotion Contract shall terminate on January 1, 2017.

Section 20. PROCEEDS OF HAZARD AND THEFT INSURANCE.

A. Immediately after occurrence of theft, loss or damage to the Museum Facility or to personal property including but not limited to furnishings and historic exhibits in which the Museum has an ownership or insurable interest, the Museum shall notify the County Administrator of such theft, loss or damage. If in the reasonable opinion of the County Administrator the cost to repair the damage or replace the loss or the stolen property will exceed \$100,000.00, the County Administrator may, at the option of the County, make a written demand on the Museum directing the Museum to immediately notify each appropriate insurer, with copy of said notices to be delivered immediately to the County Administrator, irrevocably instructing the insurers to make all insurance payments pertaining to such event directly to the County. Upon receipt of such insurance proceeds, the County shall place such insurance proceeds in a special account within its general fund to be designated NAAAM - TOURIST PROMOTION CONTRACT (the "Insurance Proceeds Account"). When deposited to such account, such monies shall be used and disbursed by the County in the manner and for the purposes set forth in paragraph D of Section 3 of this Tourist Promotion Contract. If, however, the insurance proceeds, together with other monies available to the Museum for such purposes, will not be sufficient to restore, repair, reconstruct or replace the damage, loss or stolen property then the County may, at its option, treat such circumstance as a breach of this contract by the Museum and the County may then retain for its account such amounts as are consistent with

paragraphs B and D of Section 7 above. After such retention, the balance in the account, if any, shall be disbursed to the Museum. for the purpose of this Section the word replace may mean replace with an item or items of reasonable equivalent utility or historic value and of dollar value equivalent to or greater than the amount of money disbursed from the Insurance Proceeds Account for such purpose.

B. Alternatively, the County may use and apply all or any portion of the insurance proceeds deposited into the Insurance Proceeds Account in such manner and to such persons and entities as the County and the Museum shall agree upon in writing.

C. Interest earned upon monies in the Insurance Proceeds Account shall be treated as if they are insurance proceeds deposited into the account pursuant to this Section.

Section 21. INDEMNITY PROVISION. The Museum, for itself and its successors and assigns, covenants with the County that neither St. Johns County, the Board of County Commissioners of St. Johns County nor its officers and employees (individually and collectively, the "Indemnified Parties") shall be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of the Museum or any other person or entity, from any cause whatsoever, by reason of the use, occupancy or enjoyment of the Museum Facility, including its attendant parking facilities, by the Museum or by any person or entity therein or thereon or by reason of any payments described in this Tourist Promotion Contract that are made or refused to be made by the County. The Museum further covenants, for itself and its successors and assigns, that the Museum and its successors and assigns will indemnify and save harmless the Indemnified Parties from all liability whatsoever, on account of any such real or claimed damage or injury and from all liens, claims and demands arising out of the use of the Museum Facility and/or arising by reason of any payments

described in this Tourist Promotion Contract that are made or refused to be made by the County. This obligation of the Museum and its successors and assigns to indemnify the Indemnified Parties shall include reasonable attorney's fees and investigation costs and all other reasonable costs, expenses and liabilities actually incurred by the Indemnified Parties from the first notice that any claim or demand is to be made or may be made. Nothing in this Section 21 shall be deemed to diminish the remedies described in Section 7 above.

Section 22. CORPORATION BOOKS AND RECORDS. The Museum covenants that for the first six years of this Tourist Promotion Contract the Museum will (i) keep accurate records and books of account in accordance with generally accepted accounting principles consistently applied, and (ii) keep and maintain such records and books of accounts at the Museum Facility and will make them available to the County Administrator and his designees for inspection and copying during the normal business hours of the Museum Facility.

IN WITNESS WHEREOF, the parties hereto have caused this Tourist Promotion Contract to be duly executed as of the date set forth in Section 18 above.

NATIONAL AFRICAN-AMERICAN
ARCHIVES AND MUSEUM, INC.

By: _____
Its President

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY

By: _____
Its County Administrator

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this _____, 1997 by
Nicholas M. Meiszer, who is personally known to me or who has produced _____
as identification. (Type of Identification)

_____, Notary Public State of Florida
Signature

Name of Notary, typed, printed or stamped
Commission No.: _____
My Commission Expires: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____, 1997 by
_____, the President of National African-American Archives and
Name of officer or agent,
Museum, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she is personally
known to me or has produced _____ as identification.
(Type of Identification)

_____, Notary Public State of _____
Signature

Name of Notary, typed, printed or stamped
Commission No.: _____
My Commission Expires: _____

EXHIBIT A

Legal Description of Museum Facility (including parking facilities).

**The Southerly 115 Feet of the Bishop Moore Tract (also known as Block D)
of J. H. Slater's Subdivision of the Dumas Homestead Tract as recorded in
Map Book 1, Page 96 of the Public Records of St. Johns County, Florida.**

EXHIBIT B

Each certificate accompanying or included with a Statement shall certify and describe:

- (i) the Statement number or other identification of the Statement to which the certificate applies;
- (ii) for each item number, line item and dollar amount included on the Statement, the name of the person, firm or corporation to which each requested payment is due or which has been paid by the Museum and for which the Museum requests reimbursement; each amount requested to be paid or reimbursed; a detailed description of the work, materials, supplies or exhibitory for which each amount was incurred and confirmation that such costs or amounts were incurred only (a) to renovate, repair, remodel, construct, and/or furnish the Museum Facility described in paragraph B of Section 3 of the Tourist Promotion Contract between National African-American Archives And Museum, Inc. and the Board of County Commissioners of St. Johns County, Florida or (b) for the acquisition by the Museum of appropriate historic exhibits for display at the Museum Facility;
- (iii) if the amount requested pertains to the acquisition of furnishings for the Museum Facility or for appropriate historic exhibits for display at the Museum Facility, that the Museum has received the furnishings or exhibits and that, upon payment of the requested amount, the Museum will be the sole owner of the furnishings or exhibit, as applicable, and that no liens, mortgages, security interests or other encumbrances are attached or applied to such furnishings or exhibits;
- (iv) if the amount requested pertains to the renovation, repair, remodeling, or construction of the Museum Facilities that the work for which the amount is requested has been completed and that there has not been filed with or served upon the Museum (a) any notice of any lien, right to a lien, or attachment upon or claim affecting the right of any other person, firm or corporation to receive payment of the respective amount stated in such Statement or, if any of the foregoing have been filed, served or attached, that the same will be immediately satisfied or discharged in full upon payment of the requested amount or (b) any mechanics lien or other lien or claim upon the Museum Facility, or if any of the foregoing have been filed, served or attached, that the same will be immediately satisfied or discharged in full upon payment of the requested amount;
- (v) that such costs or amounts are capital costs that have been incurred by the Museum and are presently due and payable or have been paid by the Museum and in each case are reimbursable under the Tourist Promotion Contract and that each item thereof is a proper charge to the County under the Tourist Promotion Contract and has not been previously paid or reimbursed by the County, as the case may be;

- (vi) that such costs are valid costs for payment or reimbursement by the County under paragraph D of Section 3 of the Tourist Promotion Contract and no part thereof was included in any other Statement previously filed with the County or its designee under the provisions of the Tourist Promotion Contract;
- (vii) that, following payment of the amounts set forth in the Statement, the amount of County payments, if any, remaining under subparagraphs A, B, C and D of Section 1 of the Tourist Promotion Contract, together with other monies available to the Museum will be sufficient to complete the renovation, repair, remodeling, construction and furnishing of the Museum Facility and to stock the Museum with suitable exhibits. The certificates shall be accompanied with competent evidence that such other monies are in fact available to the Museum; and
- (viii) that the necessary permits and approvals, if any, required for that portion of the Museum Facility for which such payment is to be made have been issued and are in full force and effect.