

A RESOLUTION OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR TO 1) ENTER A WORKING AGREEMENT WITH THE DEPARTMENT OF CHILDREN & FAMILY PERTAINING TO THE EXCELSIOR SERVICE CENTER; 2) ENTER A LEASE WITH THE DEPARTMENT OF ENVIRONMENTAL PROTECTION PERTAINING TO THE EXCELSIOR SERVICE CENTER; 3) ENTER A SUBLEASE WITH NATIONAL AFRICAN-AMERICAN ARCHIVES & MUSEUM, INC. PERTAINING TO THE EXCELSIOR SERVICE CENTER; AND 4) ENTER A CONTRACT WITH NATIONAL AFRICAN-AMERICAN ARCHIVES & MUSEUM, INC.

WHEREAS, St. Johns County ("County") contemplates leasing the property located at 102 M. L. King Avenue, St. Augustine Florida, commonly known as the Excelsior Service Center, through the Department of Environmental Protection ("DEP"); and,

WHEREAS, the contemplated use of said property and said lease are to provide for a National African-American Archives & Museum, to be established and operated by National African-American Archives & Museum, Inc. ("NAAAM"); and,

WHEREAS, NAAAM has requested the sublease of the Excelsior Service Center for the purposes of operating a National African-American Archives & Museum; and,

WHEREAS, the Department of Children and Families ("C&F") is the current holder of a lease on said property, and a Working Agreement facilitates transition of a lease-hold from C&F to the County; and,

WHEREAS, the Board has previously authorized the County Administrator to enter a three-way agreement between DEP, C&F, and the County, pertaining to said property and lease, but said agreement has been negotiated into a proposed two-way agreement between C&F and the County;

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County that: the County Administrator is authorized and directed to 1) enter a Working Agreement with C&F pertaining to the Excelsior Service Center, substantially in the form of Attachment "A;" 2) enter a lease with or through DEP pertaining to the Excelsior Service Center, substantially in the form of a Bureau of Land Management standard lease; 3) enter a sublease with NAAAM pertaining to the Excelsior Service Center, substantially in the form of a Bureau of Land Management standard lease modified as a sublease, for a term of twenty (20) years, at a rental rate of three hundred dollars (\$300.00) annually; and 4) enter a contract with NAAAM substantially in the form of Attachment "B;" but provided that as a condition to items 1) through 4) above, the County Administrator shall first obtain a vote of the Tourist Development Council endorsing items 1) through 4).

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, State of Florida, this 14 day of April, 1998.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: M.A. "Coach" Floyd
M.A. "Coach" Floyd, Chair

ATTEST: CHERYL STRICKLAND, CLERK

By: Stacey M. Daniel
Deputy Clerk

Attachment "A"

WORKING AGREEMENT

entered between Department of Children and Family Services, and St. Johns County.

WHEREAS, the Department of Children and Family Services, formerly known as the Department of Health and Rehabilitative Services, is currently in possession of certain lands and properties owned by the State of Florida, (located at 102 Martin Luther King Avenue, St. Augustine, Florida, and hereafter referred to as "Excelsior") pursuant to Lease No. 3379 dated November 19, 1984, and amended on February 19, 1991 which lease as amended grants the Department of Children and Families rights of occupancy for a period of fifty (50) years from November 19, 1984, or until November 19, 2034; and

WHEREAS, the Department of Children and Family Services is obligated to make payments to the Department of Management Services, formerly known as the Department of General Services, under Public Facilities Conversion Revolving Trust Fund Allocation Agreement #HRS-8048-PFCRTF-1-4703 to cover cost of renovations of said buildings, the balance of which will be \$196,192.60 as of October 31, 1998; and

WHEREAS St. Johns County, a political subdivision of the state of Florida is desirous of using the aforementioned property for the purposes of housing a museum, which museum would serve a public purpose not only by offering cultural opportunities to the citizens of St. Johns County but also would aid in a redevelopment of one of the historic areas of the County; and

WHEREAS, the Department of Children and Family Services is desirous of relocating its services presently housed in the Excelsior property in order to collocate with the operations of the Department of Labor, which collocation is in furtherance of providing efficient and improved services to its clients; and

WHEREAS, the Department of Environmental Protection, Division of State Lands has the statutory responsibility for managing those properties owned by the State of Florida pursuant to F.S. 253.03 et seq.;

NOW THEREFORE, ALL PARTIES HERETO AGREE AS FOLLOWS:

1. The Department of Children and Family Services agrees to completely vacate all of the premises as of October 31, 1998, notwithstanding its right to occupy said premises until 2034. The Department of Children and Family Services further warrants that there are no subleases of said property in effect at this time and agrees not to enter into any sublease which would be binding upon St. Johns County. In addition, the Department of Children and Family Services agrees to submit to the Department of Environmental Protection, a release of its leasehold interests.

2. Following the Department of Children and Family Services vacating the premises, St. Johns County agrees to take occupancy of said property for the public purpose of establishing, either directly or through contract or subcontract, said museum. In return for the Department of Children and Family Services vacating said property prior to the expiration of the lease, St. Johns County agrees to pay the Department of Children and Family Services the amount of \$196,192.60; payments to be made in quarterly installments of \$19,616.50. The initial quarterly payment will be due on January 1, 1999, and thereafter due on the first day of the beginning of each quarter. Interim monthly payments of \$6,538.84 shall be made on November 1 and December 1, 1998.

3. St. Johns County hereby acknowledges that it has taken occupancy of one-half (50 percent) of the premises as of February 1, 1998, and hereby agrees to pay the amount of \$3,269.42 per month starting February 1, 1998 nunc pro tunc, until the remainder of the premises are vacated by the Department of Children and Family Services, at which time the prorated monthly amount for the entire premises shall be \$6,538.84, until the quarterly payment schedule is re-established beginning January 1, 1999.

4. Should the Department of Children and Family Services be unable to vacate the remaining premises by October 31, 1998, St. Johns County's obligation to pay the Department of Children and Family Services shall be reduced by the amount of \$3,269.42 for every month of occupancy past October 31, 1998. Any portion of a month shall be prorated.

THE PARTIES HERETO, by their signatures, represent that they have the authority to enter into this Working Agreement and give further assurances that their respective agencies will execute other required documents consistent with this Working Agreement in order to fully effectuate its purposes.

ALL PARTIES HEREBY acknowledge that this agreement is contingent upon the cooperation and participation of both parties and that the failure of any party to agree to enter into this agreement shall cause all provisions of this agreement to be null, void and unenforceable.

IN WITNESS WHEREOF, the parties hereunto execute this Working Agreement for the purposes herein stated.

ST. JOHNS COUNTY

By its

Date

**DEPARTMENT OF CHILDREN AND
FAMILY SERVICES**

Lee Palmer

By its

4/8/98

Date

Approved by District Legal Counsel
[Signature] *4/8/98*

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 consideration 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 make available for 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 for the benefit of, or made available for, 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 \$230,000 during County fiscal years (FY's) 1997-1998 through FY 1999-2000; \$45,000 of which shall be from funds made available by amendments in Category One and Category Two of the County's 1997-1998 fiscal year (1997-1998 FY) tourist development tax budget, and the balance from Available Category Two NAAAM monies 1998-1999 fiscal year (1998-1999 FY) and 1999-2000 fiscal year (1999-2000) to be budgeted in the tourist development tax budgets for such fiscal

years in the manner described in Section 2 below. The monies described in this subparagraph A shall be expended only for the purposes of paying County obligations on the Public Facilities Conversion Revolving Trust Fund Allocation Agreement #HRS-8048-PFCRTF-1-4703 (which are projected to total \$225,617.38). Said obligations pertain to improvements that were previously made by or in favor of the Department of Children and Families ("C&F") to the Museum Facility (as the Excelsior Service Center) prior to this Tourist Promotion Contract and are a condition of the County's lease on that property (said lease ("Lease"), if and when entered into, will be between the County and the Board of Trustees ("BOT") of the Internal Improvement Trust Fund of the State of Florida)

- B. An amount up to \$155,000 during County fiscal year (FY) 1997-1998, from funds which will be made available by amendments in Category One and Category Two of the County's 1997-1998 fiscal year (1997-1998 FY) tourist development tax budget in the manner described in Section 2 below;
- C. An amount up to \$60,000 during County FY 1998-1999, from Available Category Two NAAAM monies to be budgeted in the tourist development budget for such fiscal year, as described and defined in Section 2 below;
- D. An amount up to \$55,000 during County FY 1999-2000, from Available Category Two NAAAM monies to be budgeted in the tourist development budget for such fiscal year, as described and defined in Section 2 below; provided that,
- 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 made available to the Museum at earlier dates, if the funds are available, and 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; and,

- F. The monies described in subparagraphs B, C, and D 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 described in subparagraphs B, C, and D above, that are not paid for the benefit of the Museum during the County fiscal year in which they were first budgeted by the County, shall be paid for the benefit of 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; and
- G. The County is not obligated to budget or appropriate new or additional monies subsequent to its fiscal year 1999-2000 (FY 1999-2000) for payments under this Tourist Promotion Contract

NOT WITHSTANDING THE ABOVE, no monies shall be paid for the benefit of the Museum until and unless (1) the County executes a long term Lease of the Museum Facility property from BOT; (2) the County and C&F enter into an agreement providing for C&F to relinquish its lease rights on the Museum Facility property in favor of the County; (3) the County and NAAAM enter

into a sublease ("Sublease") acceptable to the County Administrator and BOT; and (4), the Museum and the Museum Facility, as hereinafter defined, initially meet and are continuing to meet, as determined by the County Administrator or his designee, the criteria set forth in subparagraphs 2a, 2b, 2c, 2k, 2l, 2m, 2n, 2o, and 2p of paragraph B in Section 3 below. **Additionally, no above described monies** shall be paid for the benefit of 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, as determined by the County Administrator or his designee, the criteria set forth in subparagraphs 2d, 2e, 2f, 2g, 2h, 2i, and 2j of paragraph B in Section 3 below.

Separate from the County's obligations above, and notwithstanding subparagraph G of this Section 1, the County shall pay the annual administrative fee ("Administrative Fee") of three hundred dollars (\$300.00) the County is or may be obligated to pay each year to BOT to administer the Lease, if and when entered into, for the length of this Tourist Promotion Contract, provided that MUSEUM shall pay to the County an annual lease amount of three hundred dollars (\$300) for each year of the twenty (20) year Sublease (see also subparagraph B.2.c of Section 3 below, pertaining to MUSEUM duties). Funds for the County's obligations pertaining to the Administrative Fee shall be paid solely from (1) the Museum's annual lease payments, or (2) Available Category Two NAAAM monies (as described in Section 2 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 1997-1998 fiscal year (1997-1998 FY) and only during the County's 1997-1998 FY, the County will within 45 days of the effective date of this Tourist Promotion Contract amend its 1997-1998 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 \$200,000 shall be made for the Museum pursuant to this Tourist Promotion Contract. Such new line items in Category One and Category Two of the County's 1997-1998 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 A, 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 be scheduled or obligated for Category One after September 30, 1998 or any monies or tourist development tax revenues be 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, 1998 and are budgeted by amendment in Category One of the FY 1997-1998 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.

F. The County shall obtain and provide all audits as required of it by the State of Florida, or any of its agencies.

Section 3. MUSEUM DUTIES: During each year (unless other times are specified herein) commencing on 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 102 Martin Luther King Avenue, St. Augustine, St. Johns County, Florida, including associated adjacent parking areas) in the following manner:

1. The Museum Facility shall be constructed, renovated, repaired, reconstructed and opened to the public on or before January 1, 2000 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, renovation, repair, 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. The Museum shall cause no placement, renovation or construction of any improvements (including but not limited to buildings, structures, and signs) to occur at the Museum Facility, without prior written approval of the County and BOT (note: BOT written approval is required in accordance with the proposed Lease).

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) Prior to initial opening, and during each even numbered calendar year commencing in calendar year 1998, 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 shall lease the Museum Facility from the County through a sublease as acceptable to the County Administrator and BOT (the "Sublease"). The Museum shall timely perform each of its duties under such Sublease 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 assign or encumber its leasehold interest in the Sublease 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 acquisition, 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, renovations, modifying, 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) Prior to initial opening, and during each even numbered calendar year commencing in calendar year 1998, 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.

- n) The Museum shall obtain and provide all audits as required of it by the County and/or the State of Florida, or any of its agencies.
- o) The Museum shall make all purchases for goods or services using the policies and procedures contained in the St. Johns County Purchasing Manual, or some other formal procedures acceptable by the County Administrator in order for such purchases to be eligible for County payment under this Tourism Promotion Contract. To qualify for expenditures under this Contract, the Museum shall notify any party that it contracts with that expenditures pertaining to this Contract shall only be paid in accordance with the provisions of this Contract. This subparagraph 2o shall not apply for purchases of goods or services obligated or entered into before the effective date of this Tourist Promotion Contract.
- p) If and when the Sunshine Law (286.011 Fla. Stat.) is applicable to the Museum, the Museum shall comply with the requirements of the Sunshine Law applicable to it. If and when the Public Records Law (Chap. 119. Fla. Stat.) is applicable to the Museum, the Museum shall comply with the requirements of the Public Records Law. It shall be the duty of the Museum to recognize when compliance with these laws is required.

The duties set forth in subparagraphs 2a, 2b, 2c, 2i, 2k, 2l, 2m, and 2n, shall be accomplished or performed, as found by the County Administrator or his designee, on or before August 1, 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, 2i, and 2j shall commence no later than the date the Museum Facility is initially opened to the general public and shall then be continuously performed, as found by the County Administrator or his designee, for the duration of this Tourist Promotion Contract. (For informational purposes, subparagraphs 2a, 2b, 2d, 2e, 2f, 2g and 2h are derived from eligibility criteria contained in Section I of the American Association of Museums Accreditation Program). The duties set forth in subparagraphs 2o and 2p shall be accomplished or performed continuously and categorically throughout the term of this Tourist Promotion Contract.

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 subparagraphs B, C, and D of Section 1 of this Tourist Promotion Contract only upon receipt of an appropriate Statement and

documentation as hereinafter described. Such monies shall be paid solely to pay the reasonable costs of capital obligations (defined as direct costs of construction made with expectation of existence or use of at least seven (7) years; including additions, replacements, major structural repairs, renovations to real property; and including onsite: furniture and equipment reasonably needed to furnish and operate the Museum Facility; and including professional architectural, engineering, or project management services reasonably provided to acquire or improve the Museum Facility) incurred by the Museum to renovate, repair, remodel and construct the Museum Facility; and at the County's discretion, to acquire appropriate historic exhibits selected by the Museum for long term or permanent display at the Museum Facility. The County shall not make payments pertaining to the acquisition of historic exhibits until improvements to the Museum Facility, including its attendant parking facilities, have 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. The County may, in the County's sole discretion, pay such monies 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. Each Statement shall be accompanied by or include (i) a certificate of the Museum which shall certify, describe, 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 tourism 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. 1998: \$0.00
- B. 1999: \$10,000.00
- C. 2000: \$10,000.00
- D. 2001: \$10,000.00
- E. 2002: \$15,000.00
- F. 2003: \$15,000.00
- G. 2004 to and including 2008: \$25,000.00 each year.
- H. 2009 to and including 2013: \$35,000.00 each year.
- I. 2014 to and including 2018: \$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 waiver 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; VENUE: This Tourist Promotion Contract shall be construed according to the laws of the State of Florida. Venue for any legal action arising under this contract shall be St. Johns County, 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 April 15, 1998.

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 April 14, 2018.

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 20 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. This Section 21 shall survive the termination of this Tourist Promotion Contract.

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 _____, 1998 by Ben W. Adams, Jr., as County Administrator of St. Johns County on behalf of the Board of County Commissioners, who is personally known to me or who has produced _____
(Type of Identification)
as 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 _____, 1998 by _____, the President of National African-American Archives and 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.

Name of officer or agent,

(Type of Identification)

_____, Notary Public State of _____
Signature

Name of Notary, typed, printed or stamped

Commission No.: _____

My Commission Expires: _____

EXHIBIT A¹

Legal Description of Museum Facility (including parking facilities).

(legal description)

¹ This EXHIBIT A shall be read in conjunction with any property description in any lease ("Lease") the County may enter with the Department of Environmental Protection, or any state agency, for the property located at 102 M. L. King Avenue, St. Augustine Florida, commonly known as the Excelsior Service Center, and parking areas included in such Lease. In the event of any conflict, the description in the Lease shall control and be deemed to supersede the description in this EXHIBIT A.

Lots 4, 5 and 6 of Block D. of the Buena Esperanza
Subdivision of the Atwood Tract, as per official
map of said City, dated January 1, 1905.

All of Lots 1, 2, 3, 4 and 5, the East 25 feet of
Lot 31 and all of Lots 32, 33, 34 and 35, Block "B"
of ATWOOD TRACT, St. Augustine, Florida, as recorded
in Map Book 1, page 86, public records of St. Johns
County, Florida; ALSO, vacated School Street North
of the North line of Pomar Street and South of the
South line of Moore Street; that part of Block "D"
of said Atwood Tract lying between said Pomar and
Moore Streets and Lots 1 and 2, Block "E" of said
Atwood Tract.

A parcel of land in Block "D" of Atwood Tract, St.
Augustine, Florida, as recorded in Map Book 1, page
86, public records of St. Johns County, Florida;
said parcel of land being more fully described as
follows:

COMMENCING at the intersection of the East line of
School Street with the North line of Kings Ferry
Way (also known as King Ferry Way Street) which
point of commencing is also the Southwest corner of
said Block "D"; then North 16 degrees 09 minutes West,
on said East line of School Street, 110.2 feet to
the Point of Beginning at the Southwest corner of
the herein described parcel of land and the Northwest
corner of that land described in deed recorded in
Deed Book 230, page 390 of said public records;
thence continuing North 16 degrees 09 minutes West,
on the East line of School Street, 27.74 feet; thence
North 73 degrees 10 minutes East, on the South line
of Pomar Street and on the South edge of a concrete
curb in said street, 42.40 feet to the point of a
curve to the left with variable radius; thence on
said curve to the left and on said South edge of curb
in Pomar Street, a chord distance and bearing of
North 49 degrees 14 minutes East 82.20 feet (mid-
ordinate for said curve being 7.8 feet more or less)

to a point of reverse curve; thence on a curve to
the left with radius approximately 10 feet, a chord
distance and bearing of North 52 degrees 05 minutes
59 seconds East 2.95 feet; thence South 16 degrees
00 minutes East, on the West line of Central Avenue,
61.01 feet; thence South 72 degrees 44 minutes 30
seconds West, on the Easterly extension of the North
line of said land described in Deed Book 230, page 390
and on said North line, 119.73 feet to the Point of
Beginning.

deed to lease No. 3379

d 2/11/11

The Deed ...

Lot 32, Block "C", ATWOOD TRACT, a subdivision in the City of St. Augustine according to plat recorded in Map Book 1, page 86 of the public records of St. Johns County, Florida, subject to the following covenants and restrictions:

CONVENANTS AND RESTRICTIONS as set forth in deed to H. M. Flagler, filed August 20, 1890 in Deed Book "QQ", of the public records of St. Johns County, Florida, which recites: "---EXCEPTS to first party the right to lay and maintain in, through and across said lands or streets adjacent thereto, sewer, gas and water pipes and to enter upon such land for the purpose of inspections and repairing the same. No house or other building shall be built within 15 feet of any street adjacent thereto."

Signed 8/1/88
From the Deed

EXHIBIT A

Lot 4, Block "C", ATWOOD TRACT, according to Subdivision in the City of St. Augustine, according to Mapbook 1, Page 86, Current Public Records, St. Johns County, Florida.

Signed 8/1/88

Lot 5, Block "C", ATWOOD TRACT, according to Subdivision in the City of St. Augustine and to Mapbook 1, Page 86, Current Public Records, St. Johns County, Florida.

Signed 8/1/88

Lot 33, Block "C", ATWOOD TRACT, a subdivision in the City of St. Augustine, according to plat recorded Map Book 1, Page 86, of the public records of St. Johns County, Florida.

EXHIBIT A

Amendment to lease No. 3379

Signed 5/15/85

All of Lots 1, 2, 3, 4, and 5, the East 28 feet of Lot 31 and all of Lots 32, 33, 34, and 35, Block "B" of ATWOOD TRACT, St. Augustine, Florida, as recorded in Map Book 1, page 86, public records of St. Johns County, Florida; ALSO vacated School Street North of the North line of Pomar Street and South of the South line of Moore Street; that part of Block "D" of said Atwood Tract lying between said Pomar and Moore Streets and Lots 1 and 2, Block "E" of said Atwood Tract.



Agreement No. 3379

EXHIBIT A

and 11/19/84

in the deed ...

Lots 4, 5 and 6 of Block D, of the Buena Esperanza
Subdivision of the Atwood Tract, as per official
map of said City, dated January 1, 1905.

And that part of Block D contained in the following:

A parcel of land in Block "D" of Atwood Tract, St. Augustine, Florida,
as recorded in Map Book 1, page 86, public records of St. Johns County,
Florida; said parcel of land being more fully described as follows:

COMMENCING at the intersection of the East line of School Street with
the North line of Kings Ferry Way (also known as King Ferry Way Street)
which point of commencing is also the Southwest corner of said Block "D";
thence North 16 degrees 09 minutes West, on said East line of School
Street, 110.2 feet to the Point of Beginning at the Southwest corner of
the herein described parcel of land and the Northwest corner of that
land described in deed recorded in Deed Book 230, page 390 of said public
records; thence continuing North 16 degrees 09 minutes West, on the East
line of School Street, 27.74 feet; thence North 73 degrees 30 minutes
East, on the South line of Pomar Street and on the South edge of a
concrete curb in said street, 42.40 feet to the point of a curve to the
left with variable radius; thence on said curve to the left and on said
South edge of curb in Pomar Street, a chord distance and bearing of North
19 degrees 14 minutes East 82.20 feet (mid-ordinate for said curve being
7.8 feet more or less) to a point of reverse curve; thence on a curve to
the left with radius approximately 10 feet, a chord distance and bearing
of North 52 degrees 05 minutes 59 seconds East 2.95 feet; thence South 16
degrees 00 minutes East, on the West line of Central Avenue, 61.01 feet;
thence South 72 degrees 44 minutes 30 seconds West, on the Easterly extension
of the North line of said land described in Deed Book 230, page 390 and on
said North line, 119.73 feet to the Point of Beginning.

ALSO RECORDED IN
PUBLIC RECORDS OF

EXHIBIT B

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

- (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 is to be paid on behalf of the Museum, each amount requested to be paid; an appropriate bill or invoice; 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 acquisition of one or more historic exhibits for the Museum Facility, a detailed description of each such historic exhibit; adequate assurances to the County that the historic exhibit has a recognized value equal or greater than the purchase price paid or obligated by the Museum; the amount of such purchase price; the portion or amount of such purchase price, if any, paid or obligated to be paid by persons and entities other than the County; and assurances from the Museum and Seller that no County payment will be used directly or indirectly to benefit any director, officer, employee, or agent of the Museum or any business associate, friend, or family member of any such person.
- (v) 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;

- (vi) that such costs or amounts are capital costs (defined as costs of construction made with expectation of existence for an indefinite period) that have been incurred by the Museum and are presently due and payable and in each case are allowable 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 by the County, as the case may be;
- (vii) that such costs are valid costs for payment 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;
- (viii) that, following payment of the amounts set forth in the Statement, the amount of County payments, if any, remaining under subparagraphs 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
- (ix) 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.