

MEMORANDUM OF UNDERSTANDING
HOLOCAUST MEMORIAL RESOURCE AND EDUCATION CENTER

THIS MEMORANDUM OF UNDERSTANDING is executed this ____ day of _____, 2018, by the **CITY OF ORLANDO, FLORIDA** (“City”), and the **HOLOCAUST MEMORIAL RESOURCE AND EDUCATION CENTER OF FLORIDA, INC.** a Florida not for profit corporation (“Holocaust Center” or “Center”).

BACKGROUND AND PURPOSE

1. In 2015, the City’s Project DTO identified the need to make a variety of arts and cultural experiences and destinations available in downtown Orlando.
2. The Holocaust Center owns and operates the Holocaust Memorial Resource and Education in Maitland, Florida, and desires to relocate its facility to downtown Orlando.
3. The City and the Holocaust Center have identified the former Orlando Regional Chamber of Commerce building located at 75 South Ivanhoe Blvd that has been vacated (Existing Building), and a portion of the adjacent Senator Beth Johnson Park located at 59 South Ivanhoe Blvd (“Park”) as a suitable location.
4. The Existing Building and the Park are owned by the City. The Holocaust Center desires to lease the Existing Building and a portion of the Park (collectively the “Premises”) from the City, to be used for the Holocaust Center’s new facility, which shall be designed to be an iconic, architecturally significant, world-class museum and community gathering place.
5. The City and Holocaust Center are committed to the relocation of the Center’s facility to the Premises, and to maintaining the Park, and desire to set forth herein their good faith understanding of the parties’ intentions related thereto.

CURRENT PROPOSAL

6. Lease.
 - A. The City and the Holocaust Center will enter into a lease for the Premises with an initial term of 50 years, with options to extend on mutually agreeable terms, at a rental rate of \$1 per year for the duration of the lease.
 - B. The Holocaust Center will maintain all buildings within the Premises in a first-class condition and they will be used for the intended purpose during the term of the Lease.
 - C. The Holocaust Center will maintain and operate the Premises throughout the term of the lease.
 - D. At the end of the Lease, the Premises and all improvements located thereon, including the New Building, shall be owned by the City.
 - E. The Holocaust Center will have approximately two (2) years from the date of this MOU to raise the funds necessary to construct a first class facility, which is estimated to be \$20 million dollars. The lease is anticipated to begin sometime in 2020 after the funds are raised.

F. While there are currently no tenants in the Existing Building, the City may lease it to third parties until the effective date of the lease with the Holocaust Center.

G. The design of the renovated Existing Building, New Building and any improvements to the Park shall be subject to the reasonable approval of the City.

H. Pursuant to Ch. 13, Section 7 of the City Charter, a majority vote of City Council at a duly advertised public hearing is required in order for the City to lease the Premises to the Holocaust Center.

7. Project.

A. The Holocaust Center will invest in a complete renovation of the interior and exterior of the Existing Building. The interior and exterior renovations to the Existing Building will extend its useful life and reasonably maintain its historical architectural significance, while bringing operations up to current standards.

B. The Holocaust Center will design and construct a new, multi-story building, which will connect to the renovated Existing Building (New Building) to create one seamless facility. The New Building will be a minimum of 20,000 square feet, and will be designed to achieve an iconic architectural feature reasonably agreed to by the parties.

C. The renovated Existing Building will provide space for a welcome center, classrooms and administrative offices.

D. The New Building will include permanent and temporary exhibit space, an auditorium and multi-use space.

E. All costs associated with all phases of the project to be located on the Premises, including sidewalk improvements, shall be borne by the Holocaust Center throughout the term of the lease.

F. Construction of the proposed project is estimated to begin sometime in 2020 and take approximately 18 months to complete.

G. The Premises will undergo a transportation study to insure needed parking and accessibility (cars, bikes, buses) for the operation of the facility and Park.

H. Senator Beth Johnson Park will maintain its namesake and continue to be a public park with sufficient open green space. The City and the Holocaust Center will reach agreement on the size of the Park, and how it will be improved, managed, operated, maintained and secured.

I. The Holocaust Center acknowledges and understands that an existing 115,000 volt electric transmission line is located under the Existing Building and Park, and may need to be relocated at the Center's expense in order to construct the improvements.

J. The Holocaust Center also acknowledges that certain City equipment may exist within the Premises that the City will continue to access or may need to be relocated at the Center's expense, such as irrigation and lighting controllers for off-site City facilities.

8. Public Benefits and Access. The lease will provide that the Holocaust Center will:
- A. Provide free admission days for City of Orlando residents.
 - B. Provide discounted rates of the Holocaust Center's auditorium for local community groups and non-profits.
 - C. Offer affordable rental space to the community for meetings and gatherings.
 - D. Collaborate with city youth and adult programs.
 - E. Offer free access of the auditorium/event space for events held or sponsored by the City of Orlando on mutually agreeable terms.
 - F. Offer traveling exhibits from around the world and permanent world-class exhibits.
 - G. Provide office space to community groups on mutually agreeable terms.
 - H. Include exterior art, sculpture and building features to enhance the visitor experience.
 - I. Provide recognition of the City of Orlando/DDB for its contribution to this project, including an exterior entry plaque.

9. Good Faith Understanding

This MOU is a good faith understanding of the intentions of the parties as of the date of its execution. Both parties specifically acknowledge that this MOU is not a contract. Neither party has given or received consideration in or in connection with or as a result of this MOU. Both parties specifically acknowledge that no meeting of the minds has occurred regarding the project described herein, and that many significant issues will need to be resolved and negotiated, and that resolution of those significant issues may cause one or both of the parties to revise their current intentions as set forth in this MOU. Both parties further specifically acknowledge that no cause of action shall accrue to any party in that event.

IN WITNESS WHEREOF, the City and Center have executed this Memorandum of Understanding for the Holocaust Memorial Resource and Education Center as a good faith representation of their intentions on the date written above.

CITY OF ORLANDO, FLORIDA

By: _____
Buddy Dyer, Mayor

**HOLOCAUST MEMORIAL RESOURCE AND
EDUCATION CENTER OF FLORIDA, INC.** a Florida
not for profit corporation

By: _____
Name: _____
Title: _____