

FUNDING AGREEMENT

THIS AGREEMENT is effective as of this ____ day of _____, 2021, and is made and entered into by and between the Association to Preserve African American Society, History and Tradition, Inc., a Florida not-for-profit corporation (“Grantee”) and the Community Redevelopment Agency for the City of Orlando, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes (“CRA”),

WHEREAS, the CRA was created as a public body corporate and agency of the City of Orlando (“City) for the purpose of, among others, carrying out the community redevelopment purposes of Chapter 163, Part III, Florida Statutes; and

WHEREAS, the City Council initially adopted a community redevelopment plan on July 12, 1982, which has most recently been amended on May 4, 2015, pursuant to resolution of City Council (the “Redevelopment Plan”); and

WHEREAS, the Grantee, owns two historic properties within the Downtown Orlando Community Redevelopment Area (“Area”), the Wells House and the Wells’ Built Museum; and

WHEREAS, historic preservation and building preservation are goals of the CRA’s Redevelopment Plan; and

WHEREAS, the Redevelopment Plan also notes the need to honor historic assets and encourages the rehabilitation of such assets; and

WHEREAS, the State of Florida has created an African-American Cultural and Historical Grant Program (“AACH Grant Program”), providing grants of up to \$1,000,000 to non-profits and governmental agencies for the preservation of historic African American sites; and

WHEREAS, Grantee is applying for a grant to rehabilitate the Wells House and renovate the Wells’ Built Museum, both significant historical sites within the Parramore community; and

WHEREAS, should the Grantee be successful in obtaining grant funds from the State under the AACH Grant Program, the CRA desires to contribute \$150,000 (“Funding”) to be used solely towards the costs of the rehabilitation and renovation of the Wells House and Wells’ Built Museum as generally set forth in Exhibit “A” (“Project”), in order to open both sites to the public and to assist the CRA in accomplishing the above mentioned Plan goals;

WHEREAS, the achievement of the CRA’s goals with respect to historic preservation and building stabilization within the Area through the provision of the Funding serves an important and valid public purpose.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and the CRA agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if fully set out below.
2. Funding.
 - A. Subject to Grantee's compliance with the terms of this Agreement including the conditions set forth in section 3, the CRA shall provide funding in an amount not to exceed one hundred fifty thousand dollars (\$150,000.00) ("Funding") towards the Project.
 - B. The Funding shall be provided to the Grantee upon invoice to the CRA within ninety (90) days of the start of the Grant Period as defined in the Grant Program.
3. Conditions to Funding. The CRA shall not be obligated to provide the Funding enumerated in Section 2 hereof to Grantee unless Grantee meets the requirements set forth below and maintains compliance during the Term of this Agreement:
 - A. Grantee shall be awarded funding under the AACH Grant Program.
 - B. Grantee shall comply with all terms of the AACH Grant Program and any Grant Award Agreement, including but not limited to, compliance with the standards contained in Chapter 267, Florida Statutes, and the Secretary of the Interior's Standards and Guidelines for Archaeologic and Historic Preservation, effective September 9, 1982, as applicable.
 - C. Grantee shall meet the City's Code requirements regarding improvements to historic structures including those in Chapter 62 and obtain a Certificate of Appropriateness prior to commencement of any construction on the Project.
 - D. Grantee must engage a licensed Florida architect to oversee the design of the Project to ensure proper standards are met in order to allow both properties to be open to the public.
4. Reporting. Quarterly Project reports must be submitted to the CRA Executive Director on or before the 10th calendar day of each April, July, October, and January from commencement of the Grant Period through completion of the Project.
5. Records. Grantee shall maintain accurate, current, and complete records pertaining to use of the Funding in completion of the Project. The Grantee will use generally accepted accounting principles in maintenance of the records of receipts and disbursements of the funds contributed by the CRA through this Agreement. The Funding must be accounted for separately from other revenue sources. Such records

shall be available at all reasonable times for examination and audit by the CRA and shall be kept for a period of five (5) years after the completion of the Project.

6. Term; Survival. This Agreement shall commence as of December 6, 2021 and shall continue in effect through the end of the Grant Period, as defined in the AACH Grant Program Agreement including any extensions granted by the State, unless terminated earlier by the mutual agreement of the parties. Sections 7 and 8 shall survive expiration or termination of the Agreement.
7. Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CRA as set forth in Section 768.28, Florida Statutes.
8. Indemnification. Grantee agrees to indemnify and hold harmless the City and the CRA, and their elected and appointed officials, officers, agents, and employees, from and against any and all liability, losses, liens, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions, causes of action, and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the Project, the acts or omissions of Grantee, its employees, officers, directors, or agents related to the Project or this Agreement, or the mere existence of this Agreement itself.
9. Repayment of Funding. Grantee shall be liable for repayment of any Funding disbursed in error or which are used by Grantee for any purposes other than those stated in this Agreement, which would constitute a violation of this Agreement. Grantee shall, upon completion of the Project, return any and all remaining Funding not expended on the Project to the CRA within thirty (30) days of Project completion. Additionally, should Grantee fail to comply with any of the Conditions to Funding in section 3 hereof, Grantee shall be in default and breach of this Agreement and the CRA shall be entitled to seek reimbursement of any Funding already paid by the CRA to Grantee and terminated this Agreement upon ten (10) days written notice to Grantee.
10. Safety; Insurance. The Grantee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its services or performance of its operations under this agreement. The Grantee shall comply, and will require its contractors (if any) to comply, with all applicable laws, ordinances, rules, regulations, standards and lawful orders from authorities bearing on the safety of persons or property or their protection from damage, injury or loss. The Grantee shall take all reasonable precautions for the safety of all employees and all persons whom the Grantee suffers to be on the properties or working on the Project, and any materials, and equipment on the properties under the care, custody and/or control of the Grantee or its contractors. Grantee shall maintain adequate insurance to cover claims, liabilities, and damages arising from Grantee and any of its contractors' activities related to the Project.
11. Relationship. The relationship between City of Orlando and the Grantee in connection with this grant is one of financial support only and is limited to the terms of this agreement. The Grantee is not an agent, an employee or a representative of CRA and

is not to undertake the funded activities as a joint venture with the CRA. The Grantee shall not state or intentionally imply any agency, employee, representative or joint relationship with the CRA in any context, contractual or otherwise.

12. Force Majeure. The parties shall use reasonable diligence to ultimately fulfill the intent of this Agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure of performance occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or courts), fires, floods, hurricanes, epidemics, quarantines, restrictions, or strikes.

13. Assignments and Amendments.

A. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, without the prior written consent of the other parties.

B. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the place last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Article. For the present, the parties designate the following as the respective places for giving of notice:

CRA: Community Redevelopment Agency of the
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801
Attention: Executive Director

With a copy to:
City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, FL 32801

Grantee: The Association to Preserve African American Society,
History and Tradition, Inc.
511 W. South Street

Orlando, FL 32805

15. Third Party Beneficiary. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor cause of action, shall accrue to or for the benefit of any third party.
16. Binding Authority. Each person signing this Agreement on behalf of each party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
17. Waiver and Severability. Waiver by the CRA of Grantee's non-compliance with any term or provision of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification to the terms of this Agreement. Additionally, if any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
18. Governing Law. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the CRA now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.
19. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.
20. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

COMMUNITY REDEVELOPMENT AGENCY

By: _____

Buddy Dyer, Chairman

Attest:

Thomas C. Chatmon, Jr., Executive Director

APPROVED AS TO FORM AND LEGALITY

For the use and reliance of the CRA only.

_____, 2021.

Assistant City Attorney

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Buddy Dyer and Thomas C. Chatmon, Jr., the CRA Chairman and CRA Executive Director, respectively, of the Community Redevelopment Agency of the City of Orlando, Florida, who are both personally known to me.

Signature of Notary Public – State of Florida

Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification

Type of Identification Produced _____:

The Association to Preserve African American Society, History and Tradition, Inc.

By: _____

Print Name: _____

As Its: _____

_____, 2021

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for The Association to Preserve African American Society, History and Tradition, Inc.

Signature of Notary Public – State of Florida

Print, Type, or Stamp Notary Name: _____

(Affix Notary Stamp or Seal Above)

___ Personally Known or ___ Produced Identification

Type of Identification Produced _____:

Exhibit A

AFRICAN AMERICAN CULTURAL GRANT-SCOPE OF WORK CRA GRANT

NEED FOR PROJECT

Historic properties in many African American communities have been demolished and lost to urban renewal, gentrification and revitalization efforts. The historic African American Holden/Parramore District in Orlando is now home to stadiums, athletic complexes, educational campuses and high-rise apartments. The residence of Dr. William Monroe Wells who arrived in Orlando in 1917 and the Wells' Built Hotel which he built to provide lodging to African Americans during racial segregation are two structures built in the 1920s in Holden/Parramore that remain and add to the cultural mix in Central Florida. Dr. William Monroe Wells was one of the first two African American physicians who served African Americans in Orlando. When Dr. Wells arrived in Orlando, he found only one other African American physician, Dr. Jeremiah B. Callahan, serving African American patients. The two were challenged to care for African American residents during the 1918 pandemic and for decades after.

The residence of Dr. Wells, known as the Wells Heritage House, was built at 407 W. South Street in Holden/Parramore in 1921 and was located on the site where the Amway Center now stands. The Association to Preserve African American Society, History and Tradition, Inc. (PAST) saved the Wells Heritage House from demolition and moved it to vacant property next door to the Wells' Built Hotel which had been converted to a Museum of African American History and Culture. The Wells Heritage House and the Wells' Built Museum of African American History and Culture are listed on the National Register of Historic Places and designated as City of Orlando Historic Landmarks.

Both the Wells Heritage House and the Wells' Built Museum require ventilation and filtration systems to ensure appropriate indoor air quality. Both structures need plumbing that will allow for touchless controls. The Wells Heritage House must be connected to City sanitary sewer systems which will require architectural drawings. Windows and doors in the Wells Heritage House must be repaired or replaced. Electrical work is needed in both structures to accommodate displays and points of sale. Elevators are needed for both structures to provide a point of egress from the second floors of the buildings and to comply with ADA requirements. Site work will be needed to accommodate elevators, a replication of the Heritage House car port and stairs.

Flooring in both the Heritage House and the Wells' Built must be installed or repaired. The Heritage House requires repair of exterior siding and painting. Kitchen appliances are needed for the Wells Heritage House. Both properties have drainage problems that must be addressed. Period lighting fixtures are needed for both buildings. Fencing around the properties is needed to protect the historic structures from vandals and unauthorized entry. An alarm system is needed for the Wells Heritage House. Landscaping is needed for the Heritage House. PAST, Inc. operates the Wells' Built Museum of African American History and Culture and provides educational sessions for students in area schools, colleges and universities. The Wells' Built and the Heritage House provide visitors a look into the past of the Holden/Parramore Historic District and present authentic lives and contributions of African Americans in Central Florida, the State and the United States. The Wells' Built is one of few remaining structures that were listed in the Negro Motorists Green Book which was used by African American travelers from the 1930s

through the 1960s and brought national personalities to Orlando. Like the Lorraine Motel in Memphis, Tennessee where Dr. Martin Luther King, Jr. was assassinated, the Wells' Built and Heritage House hold potential for tremendous economic impact in an underserved community.

SCOPE OF WORK

The Wells' Built Museum of African American History and Culture opened in February of 2001 and is celebrating its 20th year of operation. In its next phase, the Wells' Built seeks to use state of the art technology to engage and inform audiences regarding the rich cultural heritage of Orlando and the state of Florida. Technology will enable the Wells' Built to install kiosks or flat screens which will provide multi-media displays that illuminate the history and culture of African Americans specifically related to folkways, music heritage, dance, poetic readings and performances. From its opening in 1929 until the late 1960s, the Wells' Built served as a hotel which provided lodging to African Americans during America's era of racial segregation. The Wells' Built Hotel was listed in the Negro Motorists Green Book which was published from 1936 to 1966 and brought people from throughout the Country to Orlando and Central Florida. Many of the visitors to the Wells' Built Hotel were musicians, athletes and black dignitaries who were barred from staying in other hotels in Central Florida.

The interactive exhibits will focus on guests of the Wells' Built, popular culture, fine art, religion, athletics, and oral traditions. The interactive exhibits will feature touch screens but also provide a stylus to minimize the spread of bacteria. The kiosks or flat screens will also be accessible by smart phones. The exhibits will elevate stories of triumph over discrimination and exclusion. Because music was central to the operation of the Wells' Built Hotel, interactive exhibits will tell the African American story through blues, jazz, gospel, rhythm and blues and contemporary hip hop. Technology will also allow visitors to experience the Wells' Built through virtual tours online. Electrical work and structural modifications to support the kiosks or flat screens will be required. Consultants will be engaged to guide the acquisition of kiosks, flat screens and structural components required for the immersive and interactive exhibits. Academicians will be engaged to provide guidance on elements of the African American experience that warrant spotlighting in the Museum.

In addition to the interactive exhibits, the residence of Dr. and Mrs. William Monroe Wells, who owned the Wells' Built Hotel, will be rehabilitated and brought up to current building codes. The residence, known as the Heritage House, after rehab will become part of the Wells' Built experience and serve as a gift shop and café. Structural work and technology will be necessary to facilitate point of sale in the gift shop and café. Landscaping of the grounds will allow for greater use for outdoor activities and events. The Association to Preserve African American Society, History and Tradition (PAST), Inc. which operates the Wells' Built Museum is seeking funding to support the expansion of the Wells' Built offerings. Budget items to be supported include consultants on interactive exhibits, permitting, purchase of kiosks or flat screens, kiosk or flat screen installation, fabrication of exhibits and displays, structural modifications, electrical work, engineering, architectural services, construction contractor, plumbing, music licensing, landscaping, flooring, film production, sound equipment, elevator repair and installation, fire sprinklers, computer equipment, flood mitigation, and projection equipment.

The renovated Wells' Built Museum and rehabilitated Wells Heritage House will feature an introductory theatre and move visitors through periods of change in Central Florida including barriers and challenges, employment and education constraints, resistance and confrontation, upward movement, essence of faith, human rights, trailblazers, music and dance and the rebirth of the Wells' Built and Wells Heritage House. Requested funds will cover structural renovations and equipment for interactive and immersive exhibits. Due to the pandemic, out-of-state travel to the Wells' Built booked with groups like AARP, White Star and Blue Diamond were cancelled. Foot traffic that brought visitors to the Museum as they walked to events at the Amway Center ceased when the Center cancelled all events. The Wells' Built was shuttered for roughly a year. The Wells' Built is located in the inner city and the urban core of Orlando. The Wells' Built Museum of African American History and Culture is the only African American history museum in Orlando and operates in an area of great cultural significance. The proposed project will enhance the beauty and aesthetics of the Wells Heritage House and the Wells' Built Museum, both of which are named for an outstanding African American and warranted listing on the National Register of Historic Places.