

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF ATTACHED AGREEMENT BETWEEN THE CITY OF KEY WEST AND THE HISTORIC FLORIDA KEYS FOUNDATION, INC. REGARDING CEMETERY SERVICES; PROVIDING AN EFFECTIVE DATE.


BE IT RESOLVED by the City Commission of the City of Key West, Florida as follows; that the attached Agreement between the City of Key West and Historic Florida Keys Foundation, Inc. is hereby approved. The City Manager is hereby authorized to execute said Agreement on behalf of the City of Key West, and the City Clerk is hereby authorized to attest to his signature and affix the Seal of the City thereto.

This Resolution shall go into effect immediately upon its passage and adoption and authentication by the signatures of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 19th day of February, 1992.

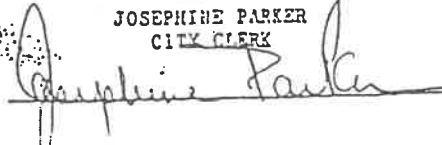

DENNIS J. WARDLOW, MAYOR

ATTEST:


JOSEPHINE PARKER, CITY CLERK

STATE OF FLORIDA)
COUNTY OF MONROE)
CITY OF KEY WEST)

This copy is a true copy of the original on file in this office. Witness my hand and official seal this 24th day of February, 1992

JOSEPHINE PARKER
CITY CLERK
By 

AGREEMENT

THIS AGREEMENT is entered into this 9th day of March, 1992, between the City of Key West, Florida (hereinafter "City"), a municipal corporation organized and existing under the laws of the State of Florida, and the Historic Florida Keys Foundation, Inc., a nonprofit corporation exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code ("Foundation").

WITNESSETH:

City wishes to retain the services of Foundation in order to sponsor and conduct historic cemetery tours, moneys from which shall be earmarked for cemetery-related projects, and to conduct other educational activities, and to continue and complete the ongoing architectural survey of the City Cemetery, and to provide professional services to assist the City Planning Department in developing a preservation plan and computerizing data and creating a genealogical database, and City is willing to provide Foundation with the site and site access in order to conduct said activities;

NOW THEREFORE, in mutual consideration of the benefits which will accrue to the parties in faithfully abiding by the terms of this Agreement, City and Foundation agree as follows:

(1) Transfer of Funds:

City shall transfer all funds which it currently holds on account for the cemetery preservation project, consisting of a donation from Monroe County and proceeds from the cemetery tour program, to Foundation. Foundation agrees to use said funds, along with other funds which it obtains from future cemetery tours and related activities, for purposes of surveys, restoration/rehabilitation of the cemetery, publications related to the cemetery, and community education regarding the cemetery. All funds collected by Foundation from its cemetery tours shall be deposited in a separate account in a local financial institution and earmarked for such purposes. In the event that Foundation is dissolved or otherwise ceases to exist as a tax-exempt entity, it shall return unused moneys from said fund to City.

(2) Site Access:

City shall provide the cemetery site for Foundation's activities and shall ensure access by Foundation and its volunteers during daytime hours.

(3) Foundation Responsibilities:

Foundation agrees to conduct the following activities:

- (a) Sponsor and conduct Tour Training Sessions for research assistants for Cemetery Survey and for volunteer guides for ongoing tours of the cemetery;
- (b) Distribute existing historic cemetery brochures;
- (c) Fund, have printed, and distribute a new fold-out brochure/self-guided tour with map and tour to graves of well-known persons;
- (d) Continue and complete Architectural Survey of cemetery

under its auspices, with Staff Historian directing group of volunteers;

(e) Provide professional services to assist City Planning Department in preparing Cemetery Preservation Plan;

(f) Computerize survey data and link with existing information from cemetery registration cards;

(g) Create database from information in (f) usable by genealogists;

(h) Prepare photographic exhibit for future display.

(4) No Partnership:

City does not in any way or for any purpose become a partner of Foundation in the conduct of its business, or otherwise a joint venturer or a member of a joint enterprise with Foundation.

(5) Agreement Default:

If either party shall fail or refuse to fulfill in a timely manner the obligations under this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice at least fourteen (14) days before the effective date of such termination.

(6) Entire Agreement:

This Agreement sets forth all the covenants, promises, agreements, and understandings between City and Foundation concerning the subject matter contained herein. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon City or Foundation unless reduced to writing and duly executed by both parties.

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

CITY OF KEY WEST

BY: G. Felix Cooper
G. FELIX COOPER
CITY MANAGER

HISTORIC FLORIDA KEYS
FOUNDATION, INC.

BY: Thomas P. Me
PRESIDENT/AUTHORIZED
AGENT

ATTEST:

Josephine Parker
JOSEPHINE PARKER, CITY CLERK