

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF KEY WEST, FLORIDA AND

THE MEL FISHER MARITIME HERITAGE SOCIETY, INC

TRANSFER AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2010, by and between the City of Key West, Florida (CITY), a municipal corporation existing under the laws of the State of Florida, and The Mel Fisher Maritime Heritage Society, Inc., a not for profit corporation organized under the laws of the State of Florida (FISHER).

WITNESSETH:

WHEREAS, CITY has come into possession of a section of telegraph cable which previously formed part of the telegraph system between Key West and Cuba; and

WHEREAS, FISHER is a 501(c)(3) not for profit corporation which currently owns and maintains a maritime museum containing historical maritime artifacts; and

WHEREAS, CITY has registered the subject cable with the Florida Division of Historical Resources; and

WHEREAS, CITY desires to provide for the preservation of the cable as an item of historical significance; and

WHEREAS, FISHER has the knowledge and experience necessary to preserve and exhibit the cable as an item of historical significance; and

WHEREAS, FISHER desires to take custody of the cable and preserve it in keeping with its historical significance.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. CITY herein expressly agrees to permit FISHER to pick up the subject cable at its present location on Stock Island.
2. In consideration for the donation and receipt of the cable, FISHER expressly agrees herein to use its best efforts to preserve the cable in its existing condition, and, if possible, place the cable on display to the public.
3. FISHER is accepting the Cable as is where is without recourse, representations or warranties of any kind or nature by CITY, expressed or implied.
4. In the event FISHER elects to relinquish custody of the cable, FISHER shall first offer the cable to a state or federal historical agency or non-profit entity for custody and display. In the event no such agency can be identified, FISHER shall properly dispose of the cable in compliance with regulations pertaining to disposal of items containing lead.
5. This Agreement constitutes the entire agreement between the parties; it may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above.

THE MEL FISHER MARITIME HERITAGE
SOCIETY, INC.

By: _____
Melissa Kendrick, CEO

THE CITY OF KEY WEST, FLORIDA

By: _____
Jim Scholl, City Manager

ATTEST:

Cheri Smith
City Clerk