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**CITY OF MARATHON, FLORIDA  
RESOLUTION 2007-105**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF MARATHON (CITY) AND THE FLORIDA KEYS AQUEDUCT AUTHORITY (FKAA) FOR INSTALLATION AND MAINTENANCE OF FIRE HYDRANTS, AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City and the FKAA are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, as amended, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, the City's Comprehensive Plan establishes the objective of improving fire fighting capabilities in Monroe County; and

**WHEREAS**, the City and the FKAA recognize that fire flow improvements will better ensure the protection of the public health, welfare and safety; and

**WHEREAS**, the City and the FKAA recognize that additional fire hydrants may reduce the Insurance Services Office (ISO) fire protection class rating, thereby reducing property owners insurance premiums; and

**WHEREAS**, the City and the FKAA recognize that the majority of the water distribution system in the City is not designed to provide fire flow and that the FKAA does not guarantee fire flow and the purpose of the fire hydrants will be to provide various locations to fill fire fighting apparatus; and

**WHEREAS**, the FKAA recognizes that fire hydrants are useful for flushing distribution mains when necessary; and

**WHEREAS**, this Agreement shall only pertain to fire hydrants in incorporated Marathon.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, that:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** Council approves the interlocal agreement attached as exhibit A between the City of Marathon and the Florida Keys Aqueduct Authority for installation and maintenance of fire hydrants.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 24th day of July, 2007.

**THE CITY OF MARATHON, FLORIDA**

  
Christopher M. Bull, Mayor


AYES: Cinque, Tempest, Vasil, Worthington, Bull  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
City Attorney

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**AGREEMENT BETWEEN THE CITY OF MARATHON  
AND  
THE FLORIDA KEYS AQUEDUCT AUTHORITY  
FOR INSTALLATION AND MAINTENANCE OF FIRE HYDRANTS**

**THIS AGREEMENT**, made and entered into this 27<sup>th</sup> day of September 2007, by and between the Florida Keys Aqueduct Authority, an independent special district of the State of Florida, hereinafter called and referred to as the "FKAA" and the City of Marathon, a municipality of the State of Florida, hereinafter called and referred to as "MARATHON".

**WITNESSETH:**

**WHEREAS**, MARATHON and the FKAA are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, as amended, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, MARATHON's Comprehensive Plan establishes the objective of improving fire fighting capabilities in Monroe County; and

**WHEREAS**, MARATHON and the FKAA recognize that fire flow improvements will better ensure the protection of the public health, welfare and safety; and

**WHEREAS**, MARATHON and the FKAA recognize that additional fire hydrants may reduce the Insurance Services Office (ISO) fire protection class rating, thereby reducing property owners insurance premiums; and

**WHEREAS**, MARATHON and the FKAA recognize that the majority of the water distribution system in MARATHON is not designed to provide fire flow and that the FKAA does not guarantee fire flow and the purpose of the fire hydrants will be to provide various locations to fill fire fighting apparatus; and

**WHEREAS**, the FKAA recognizes that fire hydrants are useful for flushing distribution mains when necessary; and

**WHEREAS**, this Agreement shall only pertain to fire hydrants in incorporated Marathon.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, the Parties to this Agreement agree as follows:

1. The recitals set forth above are hereby adopted and incorporated into this Agreement.
2. This Agreement shall be effective for five years. After such time, the parties shall review the Agreement and determine if any revisions should be made including changes to the fees set forth below.

3. Selection of hydrant locations for projects on the FKAA Water Distribution System Upgrade Plan shall proceed as follows:
  - A. MARATHON fire rescue will review design plans for projects on the FKAA Water Distribution System Upgrade Plan and recommend hydrant locations in writing to the FKAA.
  - B. The FKAA will evaluate the technical and economical feasibility of recommended hydrant locations for the projects on the FKAA Water Distribution System Upgrade Plan. Technical feasibility will be based on Insurance Services Office (ISO) standards and the ability of the distribution system to supply a minimum flow of 250 gallons per minute (GPM) and minimum line pressure of 20 pounds per square inch (psi). Direct connection of hydrants to the transmission main is prohibited and will not be considered. Economic feasibility will be based on the cost of hydrant installation being within 3% of the cost of the planned upgrade. The FKAA will notify CITY MANAGER OR DESIGNEE fire rescue in writing of the technical and economic feasibility of the recommended hydrant locations.
  - C. MARATHON fire rescue will respond to the FKAA by specifying the quantity and locations of hydrants to be installed. Only hydrants that are determined by the FKAA to be technically feasible will be installed. MARATHON will provide the funds for any hydrants to be installed that are determined by the FKAA to be technically feasible but not economically feasible. MARATHON will state in writing that the funds are available for such hydrants and will reimburse the FKAA the actual costs for the hydrant installations within 30 days after the installation of the last hydrant on the project.
4. Selection of hydrant locations in areas not on the FKAA Water Distribution System Upgrade Plan shall proceed as follows:
  - A. MARATHON fire rescue will recommend hydrant locations in areas not on the FKAA Water Distribution Upgrade Plan in writing to the FKAA.
  - B. The FKAA will evaluate the technical feasibility of recommended hydrant locations for areas not on the FKAA Water Distribution System Upgrade Plan. Technical feasibility will be based on the ability of the distribution system to supply a minimum flow of 250 GPM and a minimum line pressure of 20 psi. Direct connection of hydrants to the transmission main is prohibited and will not be considered. The FKAA will notify MARATHON fire rescue in writing of the technical feasibility of the recommended hydrants.
  - C. CITY MANAGER OR DESIGNEE will respond to the FKAA by specifying the hydrants to be installed. Only hydrants that are determined by the FKAA to be technically feasible will be installed. MARATHON will hire a FKAA qualified

contractor to install the hydrants as per the current Florida Keys Aqueduct Authority Minimum Construction Standards and Specifications. Hydrants located on Florida Department of Transportation Right of Way will require both a FDOT and FKAA permit. The FKAA will have to apply for the FDOT permit. Hydrants located on MARATHON Right of Way will require a FKAA permit. Permit fee is \$360.00.

5. For hydrant locations that are determined to be not technically feasible, MARATHON will evaluate the importance and priority of the hydrant locations. For hydrant locations that MARATHON determines to be a priority, MARATHON will allocate future budget amounts to improve the distribution system for future hydrant installation.
6. MARATHON agrees to:
  - A. Reimburse the FKAA the costs for hydrant installation on projects on the FKAA Water Distribution System Upgrade Plan in excess of 3% of the cost of the planned upgrade as described in Paragraph 3.
  - B. Pay the FKAA \$50 per year per hydrant for service including inspection, maintenance and the furnishing of water to fill fire fighting apparatus.
  - C. Use water from hydrants only to fill the fire fighting apparatus for actual fire fighting purposes and no other purpose such as fire fighting practice.
  - D. Use hydrants in a manner protective of the FKAA distribution system and appurtenances. Reimburse the FKAA the costs to repair any damages caused by the improper use of the hydrants.
  - E. Establish and adopt Standard Operating Procedures for the use of fire hydrants in accordance with this Agreement and nationally recognized standards.
7. The FKAA agrees to:
  - A. Provide funding for hydrant installation for projects on the FKAA Water Distribution System Upgrade Plan not to exceed 3% of the cost of the planned upgrade.
  - B. Incorporate hydrants into the design, bidding and construction of projects on the FKAA Water Distribution System Upgrade Plan where determined to be technically and economically feasible when determined to be technically feasible and funded by MARATHON.
  - C. Oversee the installation of hydrants in areas not on the FKAA Distribution System Upgrade Plan when determined to be technically feasible and funded by MARATHON.

- D. Paint fire hydrants to indicate the available flow in accordance with NFPA 291, "Recommended Practice for Fire Flow Testing and Marking of Hydrants". All fire hydrants located in MARATHON are currently classified as Class C hydrants and the tops and nozzle caps should be painted red.
  - E. Inspect and maintain all fire hydrants.
  - F. Furnish water required for filling fire fighting apparatus.
  - G. Bill MARATHON annually for the service charge in the amount of \$50.00 per hydrant.
8. MARATHON's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council.
9. This Agreement shall be executed in duplicate and MARATHON shall retain one (1) copy and the FKAA shall retain one (1) copy. All copies shall be considered originals.
10. Any and all notices required or permitted to be given hereunder shall be deemed received five (5) days after same are deposited in the U.S. mail sent via certified mail, return receipt requested.

All notices to MARATHON shall be sent to:

Marathon City Offices  
10045 Overseas Highway  
Marathon, Florida 33050  
Attention: City Manager

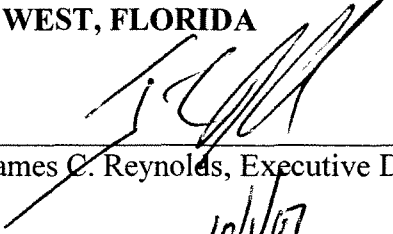
All notices to the FKAA shall be sent to:

Florida Keys Aqueduct Authority  
1100 Kennedy Drive, P.O. Box 1239  
Key West, FL 33040  
Attention: James C. Reynolds, Executive Director

11. **INVALIDITY:** If any section, subsection, sentence, clause or provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected by such invalidity.

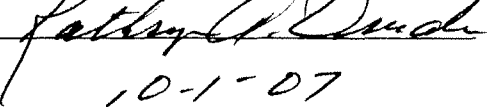
**IN WITNESS WHEREOF,** the Florida Keys Aqueduct Authority Board of Directors has caused this Agreement to be signed in its name by its Executive Director and its seal to be affixed hereto, and the City Council of Marathon, Florida have caused this Agreement to be signed by the Mayor on their behalf and the seal of the City Council to be affixed hereto, the date and year first written above.

**FLORIDA KEYS AQUEDUCT AUTHORITY  
KEY WEST, FLORIDA**

BY:   
James C. Reynolds, Executive Director

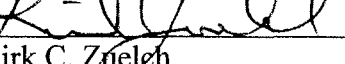
DATE

ATTEST:

BY:   
10-1-07

DATE

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY:   
Kirk C. Zuehl  
FKAA General Counsel


FKAA Board Approval 9-27-07

**THE CITY OF MARATHON  
MARATHON, FLORIDA**

BY:   
Christopher M. Bull, Mayor

DATE

ATTEST:

BY:   
7-24-07

DATE

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY: 