

CITY OF MARATHON, FLORIDA
RESOLUTION 2013-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARATHON AND THE FLORIDA KEYS AQUEDUCT AUTHORITY FOR INSTALLATION AND MAINTENANCE OF FIRE HYDRANTS, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) and the Florida Keys Aqueduct Authority (the “FKAA”) are authorized to enter into this Interlocal 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 firefighting capabilities in the City; 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 with appropriate firefighting apparatus; and

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

WHEREAS, pursuant to an Interlocal Agreement with FKAA dated September 27, 2013, FKAA has installed and maintained fire hydrants within Marathon. It is recognized that additional fire hydrants may be needed in the future and maintenance must continue; and

WHEREAS, this Interlocal Agreement only pertains to fire hydrants in incorporated Marathon.

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

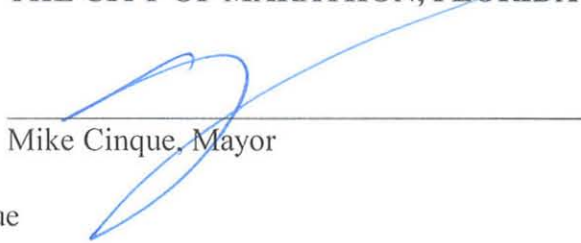
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Interlocal Agreement between the City the FKAA for installation and maintenance of fire hydrants, attached hereto and made a part hereof as Exhibit "A," is hereby approved.

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 28th DAY OF MAY, 2013.

THE CITY OF MARATHON, FLORIDA



Mike Cinque, Mayor

AYES: Bull, Keating, Ramsay, Snead, Cinque
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

**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 26th day of June, 2013, by and between the Florida Keys Aqueduct Authority, an independent special district of the State of Florida, hereinafter called and referred to as the "Authority" and the City of Marathon, a municipality of the State of Florida, hereinafter called and referred to as "Marathon".

WITNESSETH:

WHEREAS, Marathon and the Authority are authorized to enter into this Agreement pursuant to 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 object of improving fire fighting capabilities in Monroe County; and

WHEREAS, Marathon and the Authority recognize that fire flow improvements will better ensure the protection of the public health, welfare and safety; and

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

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

WHEREAS, pursuant to an Interlocal Agreement with Marathon dated September 27, 2013 the Authority has installed and maintained fire hydrants within Marathon. It is recognized that additional fire hydrants may be needed in the future and maintenance must continue; 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 for a term of five (5) years. The term of this contract shall

automatically renew on the sixtieth (60th) month for additional five (5) year terms under the same terms and conditions unless either party objects in writing within sixty (60) days prior to the end of the term.

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 Authority.
 - B. The Authority 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 Authority will notify the City Manager or Designee in writing of the technical and economic feasibility of the recommended hydrant locations.
 - C. Marathon fire rescue will respond to the Authority by specifying the quantity and locations of hydrants to be installed. Only hydrants that are determined by the Authority to be technically feasible will be installed. Marathon will provide the funds for any hydrants to be installed that are determined by the Authority 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 Authority the actual costs for hydrants 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 System Upgrade Plan in writing to the Authority.
 - B. The Authority will evaluate the technical feasibility of recommended hydrant locations for the 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 minimum line pressure of 20 psi. Direct connection of hydrants to the transmission main is prohibited and will not be considered. The Authority will notify the Marathon fire rescue in writing of the technical feasibility of the recommended hydrants.
 - C. City Manager or Designee will respond to the Authority by specifying the hydrants to be installed. Only hydrants that are determined by the Authority to be

technically feasible will be installed. Marathon will hire an Authority 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 Authority permit. The Authority will have to apply for the FDOT permit. Hydrants located on Marathon Right of Way will require an Authority 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 Authority 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 Authority \$50.00 per year per hydrant for service including inspection maintenance and the furnishing of water to fill firefighting apparatus.
 - C. Use water from hydrants only to fill the firefighting apparatus for actual firefighting purposes and no other purpose such as firefighting practice.
 - D. Use hydrants in a manner protective of the Authority distribution system and appurtenances. Reimburse the Authority 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 Authority 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 and funded by Marathon.
 - C. Oversee the installation of hydrants in areas not on the FKAA Water 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 firefighting 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 Authority 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
Attn: City Manager

All notices to the Authority shall be sent to:

Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, FL 33040
Attn: Kirk C. Zuelch, 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.
12. **AMENDMENT:** This Agreement may be amended only upon mutual consent of the parties. All amendments must be in writing and must be approved by the Authority and the District.
13. **GOVERNING LAW AND VENUE:** This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of the State of Florida, with venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

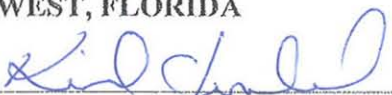
14. ASSIGNMENT: Neither party may assign or transfer any interest in this Agreement without the prior written consent of both parties, except where assignment is dictated by law. Should assignment occur, and where not prohibited by law, this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, representatives, successors and assigns.

15. INDEMNIFICATION: The Authority and the District shall indemnify and hold harmless each other from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorney's fees, incurred by the other in defending or compromising actions brought against it arising out of or related to the acts or omissions of the other, the other's agents, employees or officers in the provision of services or performance of duties hereunder. This provision shall in no way be construed to dictate that a party will be indemnification for its own negligence.

16. ENTIRE AGREEMENT: The parties hereto agree that this is the final agreement between the parties and that it supersedes any and all prior agreements and/or assurances, be it oral or in writing.


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: 
Kirk C. Zuelch, Executive Director

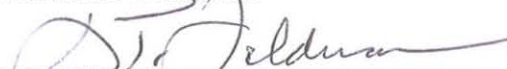
6-28-13
DATE

ATTEST:


BY: 

6-28-13
DATE

**FCAA Board Approved: 6-26-2013
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: 
Robert T. Feldman, General Counsel

**CITY OF MARATHON
MARATHON, FLORIDA**

BY: 
Mike Cinque, Mayor

May 30, 2013
DATE

ATTEST:

BY: 

May 30, 2013
DATE

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: 
John R. Herin, City Attorney