

**RESOLUTION NO. 01-02-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN 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 INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon, Florida (the “City”) and the Florida Keys Aqueduct Authority (“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’ Comprehensive Plan establishes the objective of improving fire fighting capabilities in Monroe County; and

**WHEREAS**, THE City and FKAA recognize that additional fire hydrants will 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 of 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 to assist in fire fighting efforts; and


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

**Section 1.**     **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.**    **Approval of Agreement.**    The Agreement between the City and FKAA that is attached as Exhibit "A" is approved.    The City Manager and City Attorney are authorized to finalize the terms and conditions of the Agreement and the Mayor is authorized to execute said Agreement on behalf of the City.

**Section 3.**    **Effective Date.**    This Resolution shall become effective immediately upon its adoption.

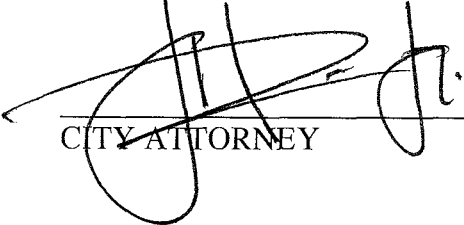
PASSED AND ADOPTED this 31<sup>ST</sup> day of JANUARY, 2001.

  
\_\_\_\_\_  
ROBERT MILLER, MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
CITY ATTORNEY

592001\Resolutions\Approval of Agreement with FKAA

**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 31<sup>st</sup> day of January, 2000, by and between the Florida Keys Aqueduct Authority, a political subdivision 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 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 will 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 to assist in fire fighting efforts; and

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

**WHEREAS**, the 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. CITY MANAGER OR DESIGNEE 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 a 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 in writing of the technical and economic feasibility of the recommended hydrant locations.
  - C. CITY MANAGER OR DESIGNEE 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. CITY MANAGER OR DESIGNEE 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. The FKAA will notify CITY MANAGER OR DESIGNEE 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 provide the funds up front for any hydrants to be installed that are not associated with a project on the FKAA Water Distribution System Upgrade Plan. Cost for hydrant installation shall be a lump sum amount of \$3,600.00 per hydrant. This cost is based on the average cost for the FKAA to install an 8" x 6" tapping sleeve and valve, 6" diameter fire hydrant, and 15 linear feet (L.F.) of 6" diameter pipe and perform site restoration. For hydrants to be located more than 15 L.F. from an existing water main, an additional cost will be incurred based on \$20.00 per L.F. over 15 L.F.
- 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 are determined to be crucial, 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.C.
    - B. Provide total funding to the FKAA for hydrant installation in areas not associated with a project on the FKAA Water Distribution System Upgrade Plan as described in Paragraph 4.C.
    - C. Pay the FKAA \$50 per year per hydrant for service including inspection, maintenance, and furnishing of water for fire fighting purposes only.
    - D. Use water from hydrants only for actual fire fighting purposes and no other purpose such as fire fighting practice.
    - E. 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.
    - F. 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 feasible and economically feasible or funded by MARATHON.
  - C. Install or oversee the installation of hydrants in areas not on the FKAA Distribution System Upgrade Plan where determined to be technically feasible and funded by MARATHON.
  - D. Inspect and maintain all fire hydrants.
  - E. Furnish water required for filling fire fighting apparatus and for fire fighting purposes only.
  - F. Invoice 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. 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 U.S. mail sent via certified mail, return receipt requested.

All notices to MARATHON shall be sent to:

Marathon City Offices  
11090 Overseas Highway  
Marathon, Florida 33050  
Attention: Craig Wrathell, City Manager

All notices to the FKAA shall be sent to:

Florida Keys Aqueduct Authority  
1100 Kennedy Drive, P.O. Box 1239  
Key West, Florida 33040

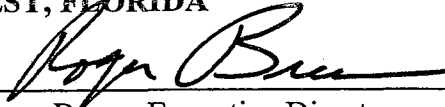
Attention: James C. Reynolds, Deputy Executive Director

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: \_\_\_\_\_

  
Roger Braun, Executive Director

DATE

2/9/01

**THE CITY COUNCIL MARATHON  
MARATHON, FLORIDA**

BY: \_\_\_\_\_

  
Robert K. Miller, Mayor

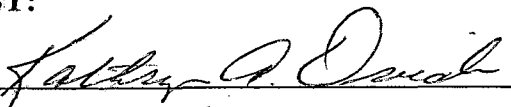
DATE

1/31/01

**ATTEST:**

BY: \_\_\_\_\_


DATE

  
2-9-01

**ATTEST:**

BY: \_\_\_\_\_

DATE

  
1/31/01

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

BY: \_\_\_\_\_

  
Robert T. Feldman  
FKAA General Counsel

**APPROVED TO FORM AND  
LEGAL SUFFICIENCY:**

BY: \_\_\_\_\_

  
Nina Beniske  
City of Marathon General Counsel