

**AGREEMENT BETWEEN THE KEY LARGO FIRE RESCUE &
EMERGENCY MEDICAL SERVICES DISTRICT
AND
THE FLORIDA KEYS AQUEDUCT AUTHORITY
FOR INSTALLATION AND MAINTENANCE OF FIRE HYDRANTS**

THIS AGREEMENT, made and entered into this ____ day of _____, 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 Key Largo Fire Rescue & Emergency Medical Services, an independent special district of the State of Florida, hereinafter called and referred to as “District”.

WITNESSETH:

WHEREAS, the District 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, the District establishes the object of improving fire fighting capabilities in Monroe County; and

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

WHEREAS, the District 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, the District 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 the District dated October 22, 2007 the Authority has installed and maintained fire hydrants within the District. 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 the District’s jurisdiction.

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. The District 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 District in writing of the technical and economic feasibility of the recommended hydrant locations.
 - C. The District 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. The District will provide the funds for any hydrants to be installed that are determined by the Authority to be technically feasible but not economically feasible. The District 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. The District 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 District in writing of the technical feasibility of the recommended hydrants.
 - C. The District's Chairperson 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. The District 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 any other Right of Way will require an Authority permit. Permit fee is \$360.00.

The District reserves the right to require hydrant maintenance agreements with a third party when installation is a condition of permit approval to provide for future maintenance costs associated with installation.

5. For hydrant locations that are determined to be not technically feasible, the District will evaluate the importance and priority of the hydrant locations. For hydrant locations that Marathon determines to be a priority, the District will allocate future budget amounts to improve the distribution system for future hydrant installation.
6. If such is available to the District for use, funds based upon impact fees collected within the jurisdictional boundaries of the District by Monroe County, Florida can be used to fulfill any monetary obligations owed by the District for hydrants installed hereunder.
7. The District 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 by the District.
 - E. Establish and adopt Standard Operating Procedures for the use of fire hydrants in accordance with this Agreement and nationally recognized standards.
8. 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 the District.
 - 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 the District's jurisdiction 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 the District annually for the service charge in the amount of \$50.00 per hydrant.
9. This Agreement shall be executed in duplicate and the District 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 the District shall be sent to:

Key Largo Fire Rescue & Emergency Medical Services District
P.O. Box 371023
Key Largo, Florida 33037-1023
Attn: District Clerk

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 District Board of Commissions of the Key Largo Fire Rescue & Emergency Medical Services District have caused this Agreement to be signed by its Chairperson or Authorized Designee on its behalf and the seal of the District Commission to be affixed hereto, the date and year first written above.

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

**KEY LARGO FIRE RESCUE &
EMERGENCY MEDICAL
SERVICES DISTRICT**

BY: _____
Kirk C. Zuelch, Executive Director

BY: _____
Jennifer Miller, Chairman

DATE

DATE

ATTEST:

ATTEST:

BY: _____

BY: _____

DATE

DATE

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Robert T. Feldman, General Counsel

BY: _____