

**City of Marco Island
&
Marco Island Fire-Rescue Foundation, Inc.**

**Memorandum of Understanding
9/11 Memorial at Fire Station 50**

This Memorandum of Understanding (“MOU”) is made and entered into this ____day of June 2026 between the **City of Marco Island, Florida**, with an address located at 50 Bald Eagle Drive, Marco Island, Florida 34145 (the “City”), and **the Marco Island Fire-Rescue Foundation, Inc.**, a Florida Not For Profit Corporation, with an address located at 1102 North Collier Blvd., Marco Island, Florida 34145 (the “Foundation”). Both the City and the Foundation have mutual interest in developing and maintaining the 9/11 Memorial at the City of Marco Island Fire Station 50 (the “Fire Station”), located at 1280 San Marco Road, Marco Island, Florida. The Foundation is committed to raising funds for a 9/11 Memorial to serve as a place of remembrance, reflection, and education for residents and visitors while honoring the sacrifices of those who lost their lives and the courage of first responders who served during and after the attacks. Collectively, both the City and the Foundation are herein referenced as the “Parties”.

Both the City and the Foundation agree to the following roles and responsibilities:

- Subject to City Council approval, the Foundation will contract directly with third parties to design, assemble, weld, cast, deliver and install a 9/11 Memorial to be located at the Fire Station. Any contract for the installation of the memorial shall require that the contractor provide commercial liability, worker’s compensation, and automobile liability insurance, naming the City of Marco Island as an additional insured.
- The Foundation will pay, at its sole cost and expense, in full for the 9/11 Memorial including any required engineering, landscaping, irrigation, lighting, leveling/grading, drainage improvements, new pathways and sidewalks, delivery, and installation. The City of Marco Island will waive all impact and/or building fees.
- The City Council will be the final decision makers, in consultation with the Fire Rescue Foundation regarding the size, scale, and location of the 9/11 Memorial.
- The Foundation will notify the City, in writing, no less than thirty (30) days prior to having the vendor deliver and install the 9/11 Memorial.
- The Foundation will collect funds through fundraising and distribute funds as necessary without utilizing the City finance department or City resources. The City shall have no responsibility for the collection, deposit, or expenditure of any funds collected by the Foundation.
- The Foundation will transfer ownership of the 9/11 Memorial to the City upon completion and dedication of the Memorial. The City will maintain the area of the Memorial.

- Both the City and the Marco Island Fire Rescue Foundation agree to work together to finalize the project to honor the sacrifices of those who lost their lives during and after the attacks.

1. Term of the MOU:

Both Parties agree that the effective date of this MOU shall be the date on which the City signs the MOU. The term of the MOU shall be for a five (5) year period. Either party may terminate the MOU at any time upon providing thirty (30) days' notice if there is a default of the agreement by either party. Once the Foundation is notified of default, a thirty (30) day period of cure will be allowed before termination. The MOU may be renewed upon the execution of an amendment to the MOU by both Parties.

2 Use of the Fire Station Property:

Any work to alter the landscaping or pathways in order to build and install the 9/11 Memorial must be coordinated with City Facilities staff. The Foundation shall not erect tents or tables for use for fundraising purposes without first obtaining prior approval from the City, including obtaining a City Special Event Permit.

3 Rules and Regulations:

The Foundation shall conduct all activities at the Fire Station in conformance with the City of Marco Island Code of Ordinances and any applicable rules and regulations governing activities at the Station.

4. Indemnification:

The Foundation agrees that it is responsible for its individual acts and deeds as well as the acts and deeds of their respective contractors, employees, representatives and agents and it shall indemnify, defend and hold the City harmless from and against all claims, damages, lawsuits, judgments, costs, attorney's fees and expenses directly arising out of or as a direct result of any such deeds or acts with respect to the design, assembly, delivery and installation process of the 9/11 Memorial.

Both Parties agree to execute and abide by the terms of this Memorandum of Understanding with the terms outlined above.

CITY OF MARCO ISLAND, FLORIDA

MARCO ISLAND FIRE-RESCUE
FOUNDATION, INC.

Casey Lucius, Ph.D., City Manager

Dianna Dohm, President

Date

Date