

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____, 2017 by and between Marathon Petroleum Company LP ("MPC"), with a mailing address of 539 South Main Street, Findlay, Ohio 45840, and **City of Jacksonville** by and through its Division of Fire (**Jacksonville Fire**), with a mailing address of 515 N. Julia St. Jacksonville Florida 32202.

WITNESSETH:

WHEREAS, MPC is the owner of a 1) WFHC Ranger 3 Plus nozzle trailer capable of flowing 1,000 to 4,000 gpm and related equipment (collectively "Equipment").

NOW, THEREFORE, for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, MPC and Jacksonville Fire hereby agree as follows:

1. Jacksonville Fire agrees to provide the storage of MPC's Equipment in one of its facilities and further agrees to notify MPC's Fire Safety Professional if the location is changed. It further agrees that: 1) a heated location shall be provided for the Equipment; 2) the Equipment shall be covered if necessary; and 3) the Equipment shall be readily accessible for Jacksonville Fire and MPC employees to train with and to use in emergency situations at all MPC facilities nationwide.

2. MPC and Jacksonville Fire agree to cooperate to ensure that employees accessing and using the Equipment are properly trained to use the Equipment. Jacksonville Fire also agrees to cooperate in maintaining the Equipment. MPC shall be responsible for vehicle registrations, license plates, and annual DOT inspections of trailers, as well as performing annual inventory and inspection of the Equipment; for MPC to be able to accomplish these tasks, Jacksonville Fire shall make access to the Equipment available during normal business hours to MPC and/or its representatives. Also, Jacksonville Fire shall check and maintain the tire pressure and inventory for the trailer on a quarterly basis and after every use, and MPC must be notified by Jacksonville Fire whenever Jacksonville Fire plans to alter the Equipment in any way. MPC in its sole discretion can decide whether to approve of such alterations.

3. Jacksonville Fire agrees that the Storage of the Equipment shall be provided primarily for the benefit of MPC, such that the Equipment may be used in emergency situations on MPC's behalf; however, Jacksonville Fire may use the Equipment in other emergency situations as needed, subject to paragraph 4 herein. When either party desires to use the Equipment for training, the party using the Equipment shall provide reasonable notice to the other party, and shall allow the other party to participate in such training.

4. Jacksonville Fire shall pay the costs for any equipment damaged or lost in non-MPC responses. MPC has the responsibility to notify Jacksonville Fire of any payments. However, when Jacksonville Fire uses the Equipment to respond to an emergency situation for a third party, it agrees that it is Jacksonville Fire's responsibility, and not MPC's, to seek reimbursement from the third party to replace any equipment damaged during such emergency response.

5. Jacksonville Fire agrees that its use of the Equipment is done at its sole risk, and that MPC is not responsible for any injuries, deaths, or damage that may occur while the Equipment is in use by Jacksonville Fire if arising out of the negligence of Jacksonville Fire or its employees acting within the course and scope of employment.

7. This Agreement shall be effective as of the day and year first below written and shall remain in effect until one party decides to terminate. Either party may terminate this Agreement upon providing notice to the other party in writing at least thirty (30) days before termination is to be effective.

IN WITNESS WHEREOF, the parties here to have executed this Memorandum of Understanding to be effective as if the day and year first written above.

MARATHON PETROLEUM COMPANY LP

By: MPC Investment LLC, its General Partner

By: _____

Name: _____

Title: _____

JACKSONVILLE DIVISION OF FIRE

By: _____

Name: _____

Title: _____