Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SECOND AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND THE MONROE COUNTY SHERIFF'S OFFICE FOR LOCAL POLICE SERVICES IN AN AMOUNT NOT TO EXCEED $3,282,551 FOR FY 2026-2027; AUTHORIZING THE CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") has contracted with the Monroe County Sheriff's Office (the "Sheriff"), for the provision of local law enforcement services since incorporation (the "Police Services Contract"); and

WHEREAS, In October 2024 Marathon entered into a three year Contract with MCSO and County to provide Local Police Services (the "Contract"), a copy of the Contract is attached as Exhibit "1"; and

WHEREAS, pursuant to Section 18a of the Contract, compensation for Local Police Services for each fiscal year shall be set by amendment to the Contract; and

WHEREAS, this First Amendment increases the cost of the Police Services Contract in the amount of $146,250, which brings the total amount of the Police Services Contract to $3,282,551, which is included in the City's proposed budget for FY 2027; and

WHEREAS, the Second Amendment otherwise does not contain any substantive changes to the Police Services Contract.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The Second Amendment to the Police Services Contract between the City and Sheriff attached hereto as Exhibit "A", together with such non-material changes as may be acceptable and approved as to form and legality by the City Attorney is hereby approved. The Mayor is authorized to sign the Second Amendment and the City Manager is authorized to expend budgeted funds on behalf of the City.

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 14th DAY OF JULY, 2026.

THE CITY OF MARATHON, FLORIDA

Mayor Del Gaizo

AYES: Still, Landry, Matlock, Struyf, Del Gaizo
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:

Steve Williams, City Attorney

SECOND AMENDMENT TO CONTRACT FOR LOCAL POLICE SERVICES

This Second Amendment to Contract for Local Police Services between The City of Marathon, Monroe County Sheriff's Office, and Monroe County, is made and entered into as of the date last written below by and between The City of Marathon, Florida, a municipal corporation of the State of Florida (the "Marathon"), Monroe County Sheriff's Office ("MCSO"), a subdivision of the State of Florida, and Monroe County, a political subdivision of the State of Florida ("County").

WITNESSETH

WHEREAS, In October 2024 Marathon entered into a three year Contract with MCSO and County to provide Local Police Services (the "Contract"), a copy of the Contract is attached as Exhibit "1"; and

WHEREAS, pursuant to Section 18a of the Contract, compensation for Local Police Services for each fiscal year shall be set by amendment to the Contract; and

WHEREAS, Marathon desires to amend the Contract to set the compensation for Fiscal Year 2026-2027 (the "Second Amendment").

NOW THEREFORE, in consideration of the mutual covenants set forth in this Second Amendment, the parties agree as follows:

Section 1. Amendment to Agreement. Section 15 of the Contract is amended to read as follows:

*****

15. CONTRACT COST AND PAYMENT.

15a. Marathon agrees to pay the sum of $ $3,282,551 (Three Million Two Hundred Eighty Two Thousand Five Hundred Fifty One Dollars) for services, equipment and supplies provided during the third year of this Contract (10/1/2026-9/30/2027). This sum is referred to as the "Contract Price."

15b. Marathon shall pay 2/12 of the total contract price to the Clerk of Court no later than October 15, 2026 and thereafter Marathon will pay 1/12 of the total contract price on or before the first day of each succeeding month until the total contract price is paid. Notwithstanding the preceding sentence, Marathon's monthly prorated payment shall be based upon the Contract Price in effect for each fiscal year of the term.

*****

Section 2. Second Year Payment Terms. Exhibit "A" of the Contract is replaced in its entirety with replacement Exhibit "A-2027" dated May 26, 2026, attached. All references to Exhibit "A" in the Contract shall be from October 1, 2026 forward refer to the replacement Exhibit "A-2027".

Section 3. No Further Modifications. All other provisions of the Contract, other than as specifically addressed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year last below written.

CITY OF MARATHON:

By: _____
Mayor

Date: 7/16/26

Attest:

By: _____
City Clerk

Date: 7/16/2026

MONROE COUNTY SHERIFF'S OFFICE:

By: _____
Richard A. Ramsay, Sheriff

Date: _____

Monroe County Sheriff's Office
Approved as to form

By:_____
Patrick McCullah, General Counsel

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Date:_____

Attest: Kevin Madok, Clerk of Court

By:_____
Deputy Clerk

Date:_____

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

By:_____
Assistant County Attorney

Date:_____

26-May-26

Updated by: Jill Cranney-Black
BUDGET - MARATHON
2 YEAR COMPARISON FOR FYE 2026 TO FYE 2027

	ADOPTED BUDGET FYE 2026	PROPOSED BUDGET FYE 2027	DIFFERENCE + OR (-)
PERSONNEL SERVICES			
Headcount	17	17	-
	-	-	-
Executive Salary	1,640,183	1,699,788	59,605
Regular Salaries	62,765	69,042	6,277
Overtime	8,640	6,719	(1,920)
Incentive	130,936	135,829	4,893
Employer Taxes	593,667	660,063	66,396
Retirement Contribution	1,400	1,400	-
Life & Health Insurance	-	-	-
Unemployment Compensation			
Total Personnel Services	2,437,591	2,572,841	135,250
OPERATING EXPENSES			
Expenses Other Than Salaries	-	-	-
Professional Services	3,700	3,700	-
Other Contractual Services	350	350	-
Investigations	-	-	-
Travel & Per Diem	2,000	2,000	-
Communications	8,000	8,000	-
Freight & Postage	200	200	-
Utility Services	-	-	-
Rentals	-	-	-
Insurance	45,000	45,000	-
Repairs & Maintenance	87,800	87,800	-
Printing	-	-	-
Advertising	-	-	-
Office Supplies	2,300	2,300	-
Operating Supplies	94,110	105,110	11,000
Books/Subscriptions/Memberships	-	-	-
Tuition	-	-	-
Training	4,000	4,000	-
Total Operating Expenses	247,460	258,460	11,000
CAPITAL OUTLAY			
Other Building Improvements	-	-	-
Automobiles/Machinery/Equip.	133,308	133,308	-
Total Capital Outlay	133,308	133,308	-
OTHER USES			
Aids to Government Agencies	-	-	-
Aids to Private Organizations	-	-	-
Intragovernmental Transfers	-	-	-
Total Other Uses	-	-	-
TOTAL SHERIFF'S BUDGET	2,818,359	2,964,609	146,250
COUNTY COSTS:*			
- Health Insurances	284,376	284,376	-
- Worker's Compensation	33,566	33,566	-
- County Allocation	-	-	-
Total County Expenses	317,942	317,942	-
***Estimates**			
TOTAL BUDGET	3,136,300	3,282,551	146,250

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: August 24, 2025

TO: Michelle Quad
Executive Assistant

Patrick McCullah
General Counsel

Jennifer Dominguez
Legal Assistant

FROM: Brynn Morey, Deputy Clerk

SUBJECT: August 19, 2025 BOCC Meeting

The following item has been executed and added to the record:

K1 Approval of Second Amendment to the Contract for Police Services between the **Monroe County Sheriff's Office** and The City of Marathon setting forth the budget for police services for FY 2026-2027.

K2 Approval of Second Amendment to the Police Service Agreement between the **Monroe County Sheriff's Office** and Islamorada, Village of Islands, setting forth the budget for police services for FY 2026-2027.

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Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

SECOND AMENDMENT TO CONTRACT FOR LOCAL POLICE SERVICES

This Second Amendment to Contract for Local Police Services between The City of Marathon, Monroe County Sheriff's Office, and Monroe County, is made and entered into as of the date last written below by and between The City of Marathon, Florida, a municipal corporation of the State of Florida (the "Marathon"), Monroe County Sheriff's Office ("MCSO"), a subdivision of the State of Florida, and Monroe County, a political subdivision of the State of Florida ("County").

WITNESSETH

WHEREAS, In October 2024 Marathon entered into a three year Contract with MCSO and County to provide Local Police Services (the "Contract"), a copy of the Contract is attached as Exhibit "1"; and

WHEREAS, pursuant to Section 18a of the Contract, compensation for Local Police Services for each fiscal year shall be set by amendment to the Contract; and

WHEREAS, Marathon desires to amend the Contract to set the compensation for Fiscal Year 2026-2027 (the "Second Amendment").

NOW THEREFORE, in consideration of the mutual covenants set forth in this Second Amendment, the parties agree as follows:

Section 1. Amendment to Agreement. Section 15 of the Contract is amended to read as follows:

*****

15. CONTRACT COST AND PAYMENT.

15a. Marathon agrees to pay the sum of $ $3,282,551 (Three Million Two Hundred Eighty Two Thousand Five Hundred Fifty One Dollars) for services, equipment and supplies provided during the third year of this Contract (10/1/2026-9/30/2027). This sum is referred to as the "Contract Price."

15b. Marathon shall pay 2/12 of the total contract price to the Clerk of Court no later than October 15, 2026 and thereafter Marathon will pay 1/12 of the total contract price on or before the first day of each succeeding month until the total contract price is paid. Notwithstanding the preceding sentence, Marathon's monthly prorated payment shall be based upon the Contract Price in effect for each fiscal year of the term.

*****

Section 2. Second Year Payment Terms. Exhibit "A" of the Contract is replaced in its entirety with replacement Exhibit "A-2027" dated May 26, 2026, attached. All references to Exhibit "A" in the Contract shall be from October 1, 2026 forward refer to the replacement Exhibit "A-2027".

Section 3. No Further Modifications. All other provisions of the Contract, other than as specifically addressed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year last below written.

CITY OF MARATHON:

By: _____
Mayor

Date: 7/16/26

Attest:

By: _____
City Clerk

Date: 7/16/2026

MONROE COUNTY SHERIFF'S OFFICE:

By: _____
Richard A. Ramsay, Sheriff

Date: July 23rd 2026

MONROE COUNTY SHERIFF'S OFFICE
APPROVED AS TO FORM:

_____
PATRICK J. McCULLAH
GENERAL COUNSEL
DATE: 7/21/2026

Monroe County Sheriff's Office
Approved as to form

By:_____
Patrick McCullah, General Counsel

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By:_____
Mayor/Chairman

Date: 8/19/26

Attest: Kevin Madok, Clerk of Court

By:_____
As Deputy Clerk

Date: 8/19/26

(SEAL)

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Robert B. Shillinger, Jr.
Digitally signed by Robert B. Shillinger, Jr.
Date: 2026.08.13 13:33:57 -04'00'

By:_____
Robert Shillinger, Jr. County Attorney

Date:_____

FILED FOR RECORD
2026 AUG 24 PM 3:21
CLK. CIR. CT.
MONROE COUNTY, FLA.

EXHIBIT A-2027

26-May-26

Updated by: Jill Crannay-Black
BUDGET - MARATHON
2 YEAR COMPARISON FOR FYE 2026 TO FYE 2027

	ADOPTED BUDGET FYE 2026	PROPOSED BUDGET FYE 2027	DIFFERENCE + OR (-)
PERSONNEL SERVICES			
Headcount	17	17	-
Executive Salary	-	-	-
Regular Salaries	1,640,183	1,699,788	59,605
Overtime	62,765	69,042	6,277
Incentive	8,640	6,719	(1,920)
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Life & Health Insurance	1,400	1,400	-
Unemployment Compensation	-	-	-
Total Personnel Services	2,437,591	2,572,841	135,250
OPERATING EXPENSES			
Expenses Other Than Salaries	-	-	-
Professional Services	3,700	3,700	-
Other Contractual Services	350	350	-
Investigations	-	-	-
Travel & Per Diem	2,000	2,000	-
Communications	8,000	8,000	-
Freight & Postage	200	200	-
Utility Services	-	-	-
Rentals	-	-	-
Insurance	45,000	45,000	-
Repairs & Maintenance	87,800	87,800	-
Printing	-	-	-
Advertising	-	-	-
Office Supplies	2,300	2,300	-
Operating Supplies	94,110	105,110	11,000
Books/Subscriptions/Memberships	-	-	-
Tuition	-	-	-
Training	4,000	4,000	-
Total Operating Expenses	247,460	258,460	11,000
CAPITAL OUTLAY			
Other Building Improvements	-	-	-
Automobiles/Machinery/Equip.	133,308	133,308	-
Total Capital Outlay	133,308	133,308	-
OTHER USES			
Aids to Government Agencies	-	-	-
Aids to Private Organizations	-	-	-
Intragovernmental Transfers	-	-	-
Total Other Uses	-	-	-
TOTAL SHERIFF'S BUDGET	2,818,359	2,964,609	146,250
COUNTY COSTS:*			
- Health Insurances	284,376	284,376	-
- Worker's Compensation	33,566	33,566	-
- County Allocation	-	-	-
Total County Expenses	317,942	317,942	-
***Estimates**			
TOTAL BUDGET	3,136,300	3,282,551	146,250

EXHIBIT 1

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: September 23, 2023

TO: Michelle Quad
Executive Assistant

Patrick McCullah
General Counsel

FROM: Liz Yongue, Deputy Clerk

SUBJECT: September 11, 2024 BOCC Meeting

The attached items have been executed and added to the record.

L1 Contract for Local Police Services with the City of Marathon, the Monroe County Sheriff's Office and the BOCC, for Fiscal Years 2024-2027.

L3 Memorandum of Understanding (MOU) between the Monroe County Sheriff's Office and Monroe County Board of County Commissioners.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

Contract for Local Police Services
Monroe County Sheriff's Office and the City of Marathon
FY 2024-2027

Contract for Local Police Services
Monroe County Sheriff's Office and the City of Marathon
FY 2024-2027

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22-Law enforcement education assessments: 10

23-Mutual aid: 10

24-Paragraph headings not dispositive: 11

25-No presumption against drafter: 11

Contract for Local Police Services
Monroe County Sheriff's Office and the City of Marathon
FY 2024-2027

1-Purpose:

The City of Marathon, a Florida municipality ("Marathon" or the "City"), and the Monroe County Sheriff's Office ("MCSO"), a subdivision of the State of Florida, have agreed that Marathon will purchase and MCSO will provide local law enforcement services to Marathon in addition to regional police services provided to residents of the unincorporated areas of Monroe County. This Contract states the terms of the agreement between the parties.

2-Parties:

The parties to this Contract are Marathon and MCSO. Any communication required to be provided by either party may be directed to:

City of Marathon

George Garrett
City Manager
9805 Overseas Highway
Marathon, Florida 33036
Telephone: (305) 743-0033
Facsimile: (305) 743-3667

MCSO
Sheriff Richard A. Ramsay
Attn. Legal Division
5525 College Road
Key West, Florida 33040
Telephone: (305) 292-7020
Facsimile: (305) 292-7070

3-Term:

The term of this Contract begins October 1, 2024 and ends September 30, 2027.

4-Scope of purchased services:

MCSO will provide professional police road patrol service throughout Marathon. Service will be provided a contingent (the "Marathon District") consisting of:

-One Captain

-One Lieutenant

-Four sergeants

- Twelve deputies (including one near-shore patrol officer)

-One School Crossing Guard

The parties intend that road patrol services be provided 24-hours per day on every day of the term of this Agreement. The Marathon District Captain (hereinafter "Captain") in close cooperation with the City Manager (hereinafter "Manager") shall plan schedules for the Marathon District. The Captain will provide the Manager with the planned schedules and daily reports containing the names and hours worked by every member of the Marathon District upon request.

The parties acknowledge that the Marathon District Captain and Lieutenant have regional responsibilities in addition to their responsibilities to Marathon.

The staffing plan for this contract has been developed using a 5.21 staffing ratio. This ratio is used to plan the proper number of officers to maintain shift coverage considering planned and unplanned absences due to injury, illness, vacation, training and family and medical leave. The Captain will make all reasonable efforts to coordinate training, sick, annual, and administrative leave to provide optimum service to Marathon. MCSO will maintain appropriate staffing at all times.

The Captain shall attend any meetings that the Manager shall reasonably request, e.g. those of the City Council.

5-Other services:

Apart from this Contract, MCSO shall also provide all services to Marathon on the same terms and at no additional charge or expense as they are provided to the residents of Monroe County.

6-Assignment of personnel and selection of District Captain:

MCSO recognizes the desire of Marathon that the Marathon District be composed of officers who are well acquainted with the community and its residents and with whom the residents can establish a face-to-face rapport and long-term relationships. Marathon recognizes the obligation of MCSO to treat all of officers fairly concerning requests for transfer and career advancement, and to maintain order and discipline. MCSO shall endeavor to establish and maintain a stable contingent in the Marathon District.

The City Manager will play an integral part in the selection of officers for assignment to and promotion within the Marathon District. The Manager will be given the opportunity to review personnel files, training records, and disciplinary record of these officers and be a member of their selection and promotional boards.

7-Procedure for selection of District Captain and Lieutenant:

If the need arises for the selection of a District Captain or Lieutenant, the Sheriff will consult with the City Manager before making his decision.

8-Complaints regarding officers:

MCSO is committed to maintaining a high standard of professionalism for all of its officers. Complaints regarding officers shall be promptly and thoroughly investigated by MCSO. Elected officials and employees of the City shall not undertake investigations of any officer. Any complaint against an officer in the Marathon District must be directed to the Captain. Upon request, the Captain shall inform the Manager of the complaint, advise the manager of action taken, and provide a written report of the investigation and resolution of the matter. If the complaint concerns the Captain, the manager may take the matter directly to the Undersheriff. The Captain will advise the Manager any time an individual Deputy draws three or more complaints regarding the Deputy's interaction with the public within (6) months or (6) such complaints within (12) months.

9-Responsibility for ultimate control:

Marathon understands, acknowledges and agrees that MCSO must, at all times, have and maintain the sole responsibility for and control of all services hereunder, including without limitation, the establishment of standards of performance and conduct, hiring, promotion, discipline and termination, labor relations, as well as all other matters necessary or incident to the performance of such services.

Consistent with the City charter, no elected official or employee of the City may direct the actions of officers of the Marathon District. Direction from the City will be given through the Manager in accordance with the terms of this Contract.

10-Attention to needs of Marathon:

MCSO will work together with Marathon to direct police services to meet the expressed needs of the residents of Marathon. The Captain shall meet with the Manager frequently to learn of community concerns and shall work closely with the Manager to devise plans and methods best suited to respond to those concerns. The Captain shall be a member of the Manager's Senior Management Team.

11-Officers not employees or agents of the City:

All deputies and other persons employed by MCSO to perform services under this Contract are and shall remain in the sole employment of MCSO and no such person shall be considered in the employ of Marathon for the purpose of any pension, insurance, civil service, worker's compensation pay or other benefits. MCSO officers are not agents or employees of the City, and will not have the authority to enter into agreements or make policy on behalf of the City.

12-Enforcement of municipal ordinances:

Every member of the Marathon District will be authorized under Florida law to enforce the criminal municipal ordinances of Marathon. Marathon agrees to provide MCSO six copies and every member of its District one copy of such ordinances. Further, Marathon agrees to provide the Captain, the Undersheriff and MCSO General Counsel the text of proposed ordinances in time sufficient for review and discussion with City officials and their advisors. MCSO will provide City officials advice from a practical law enforcement perspective concerning any proposed criminal ordinance.

13-Legal claims, notices of suit, and lawsuits:

The parties shall provide each other with complete and prompt notification of any legal claim, notice of suit, or lawsuit that involves the provision of services hereunder, and shall cooperate in the mutual defense of any such claims.

City, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous actions, which result in claims or suits against either MCSO or City, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

MCSO, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous acts, which result in claims or suits against either the City or MCSO, and agrees to be

liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing contained in this Section or this agreement shall be construed to be a waiver by either party of any of the protections provided by sovereign immunity or any other immunity, including the protections and statutory caps on liability contained in section 768.28 of the Florida Statutes, as well as any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this agreement or any other agreement.

14-Uniforms and marking of patrol vehicles:

MCSO shall ensure that every member of the Marathon District is provided with a marked patrol vehicle and uniforms. City of Marathon patrol cars will clearly marked as such.

15-Contract cost and payment:

a. Marathon agrees to pay for services, equipment, and supplies provided during the first year of this Contract (10/01/2024-09/30-2025) the sum described on Exhibit A, attached and incorporated by reference herein. This sum is referred to as the "Contract Price."

b. Marathon will pay Two/Twelfths (2/12 or 16.67%) of the total contract price to the Monroe County Clerk of Court no later than October 15, 2024. Thereafter, Marathon shall pay One/Twelfth of the total contract price no later than November 1, 2024 and on or before the first day of each succeeding month until the total contract price is paid.

c. MCSO will provide a fully marked and properly equipped police vehicle for each member of the Marathon District. Marathon will pay all monthly vehicle costs in advance to MCSO, and will pay or provide for fuel, maintenance, and other operating costs for all vehicles assigned to the Marathon District.

d. All vehicles paid for by City will, at the end of their service life, be property of City.

e. Marathon and MCSO may agree to purchase goods and services not specifically addressed in this contract upon such terms and conditions as are mutually agreed upon by the parties in writing.

16-Cost reports/Contract Price options:

MCSO will provide Marathon monthly financial reports showing all costs incurred by MCSO and Monroe County to provide services under this Contract.

If incurred costs equal the Ninety-five Per Cent (95%) of the total costs recited in this Contract, then:

MCSO may stop providing any of the services in order not to exceed the Contract price;

Or,

Marathon may issue a written commitment to MCSO to pay for additional services as agreed to by Marathon and MCSO.

17-Year-end reconciliation:

At the end of each fiscal year, incurred costs will be reconciled with total payments made by Marathon. MCSO external auditors will determine the final balance. If incurred costs exceed total payments, Marathon will reimburse MCSO for the excess costs within (60) days of the end of that fiscal year. If total payments exceed incurred costs, MCSO will reimburse Marathon for the excess payment amount on or before March 31st of the following fiscal year.

18-Future year pricing:

a. Marathon and MCSO will negotiate payment for the second and third years of this Contract in time sufficient for preparation of budgets and tax rolls. When agreement is reached, the City Manager will prepare a memorandum stating the new terms and acknowledging Marathon's acceptance of them. A resolution of the Monroe County Board of County Commissioners, sponsored by the Sheriff and acknowledging the new terms, shall be sufficient to amend the financial terms of this Contract

b. If the parties are unable to agree on payments for future years on a timely basis, then and in that event this Contract shall terminate on September 30th of the then current Contract period.

19-Traffic fines and forfeitures:

The parties acknowledge Marathon's entitlement to fines and forfeitures pursuant to §318.21, Fla. Stat. (2002), as from time to time amended.

20-Florida Contraband Forfeiture Act proceeds:

The parties shall determine an equitable share for Marathon of proceeds of any forfeiture, from which MCSO successfully forfeits cash or property exceeding $10,000.00 pursuant to the Florida Contraband Forfeiture Act, in cases involving the participation of officers of the Marathon District. This share will be based upon the ratio that the Marathon District's participation bears to the participation of all law enforcement agencies participating in the criminal case, seizure, and subsequent forfeiture. This share shall be deposited by MCSO in the Sheriff's Law Enforcement Trust Fund for the Sheriff's use in Marathon. Marathon may apply to the Sheriff for the use of such funds consistent with the limitations of the Contraband Forfeiture Act. The Sheriff agrees to submit such request to the Monroe County Commission for appropriation, and upon appropriation, will use the funds for the intended purpose.

The parties agree that the decision to use or dispose of personal or real property seized within Marathon shall be in the sole discretion of MCSO. If MCSO elects to use such seized personal property outside of Marathon or to sell seized Marathon real estate, MCSO shall allocate funds to the Law Enforcement Trust Fund in amount to Marathon's equitable share of the market value of the property less liens, mortgages, encumbrances and MCSO's costs of seizure and forfeiture. In both cases, the allocated share shall be earmarked for use by MCSO within Marathon.

21-Station facilities and office expense:

MCSO will provide station facilities for the Marathon District.

22-Law enforcement education assessments:

Marathon agrees to retain and separately account for all monies currently received by it from the Clerk of Court attributable to assessments of court costs intended for criminal justice training purposes. Marathon will disburse said funds to MCSO upon request. MCSO will use the funds solely for law enforcement education as required by law. Any new assessments enacted by the City for law enforcement training purposes will be shared between MCSO and the City for the purposes intended by law.

23-Mutual aid:

The parties recognize their obligation to provide emergency assistance to other jurisdictions (including without limitation, the Cities of Key West, Marathon, Key Colony Beach, Layton, the Ocean Reef Public Safety District, unincorporated Monroe County and any municipalities incorporated in Monroe County after the effective date of this Contract) pursuant to the Florida Mutual Aid Act and in the event of catastrophe. MCSO may direct Marathon District officers to render aid in either case in a manner consistent with the deployment by MCSO of other MCSO

officers without financial set-off or deduction by Marathon. The Manager will be given all possible notice of such deployment and written reports of the actions of officers so deployed upon request.

24-Paragraph headings not dispositive:

The parties agree that the headings given the paragraphs and other subdivisions of this Contract are for ease of reference only and are not dispositive in the interpretation of Contract language.

25-No presumption against drafter:

The parties agree that this Contract has been freely negotiated by both parties, and that, in any dispute over the meaning, interpretation, validity, or enforceability of this Contract or any of its terms or provisions, there shall be no presumption whatsoever against either party by virtue of their having drafted this Contract or any portion thereof.

The remainder of this page intentionally left blank

Agreed to on 07/29, 2024.

Monroe County Sheriff's Office

By: _____
Sheriff Richard A. Ramsay

MONROE COUNTY SHERIFF'S OFFICE
APPROVED AS TO FORM:
_____
PATRICK J. McCULLAH
GENERAL COUNSEL
DATE: 7/26/2024

S E A L

City of Marathon

By: _____
Mayor Robyn Still

ATTEST:

_____
Diane Clavier, City Clerk

BOARD OF COUNTY COMMISIONERS OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairperson

Attest: KEVIN MADOK
CLERK OF COURT

By _____
As Deputy Clerk

S E A L

FILED FOR RECORD
2024 SEP 23 AM 9:05
CLK. CIR. CT.
MONROE COUNTY, FLA.

Exhibit A

29-May-24

Updated by: Jill Cranney-Black
BUDGET - MARATHON
2 YEAR COMPARISON FOR FYE 2024 TO FYE 2025

	ADOPTED BUDGET FYE 2024	PROPOSED BUDGET FYE 2025	DIFFERENCE + OR (-)
PERSONNEL SERVICES			
Headcount	17	17	-
Executive Salary	-	-	-
Regular Salaries	1,306,384	1,375,341	68,956
Overtime	50,461	52,984	2,523
Incentive	8,640	8,400	(240)
Employer Taxes	104,460	109,909	5,450
Retirement Contribution	432,842	463,497	30,655
Life & Health Insurance	1,400	1,400	-
Unemployment Compensation	-	-	-
Total Personnel Services	1,904,187	2,011,531	107,344
OPERATING EXPENSES			
Expenses Other Than Salaries	-	-	-
Professional Services	3,700	3,700	-
Other Contractual Services	350	350	-
Investigations	-	-	-
Travel & Per Diem	2,000	2,000	-
Communications	8,000	8,000	-
Freight & Postage	200	200	-
Utility Services	-	-	-
Rentals	-	-	-
Insurance	35,000	45,000	10,000
Repairs & Maintenance	75,600	87,600	12,000
Printing	-	-	-
Advertising	-	-	-
Office Supplies	2,300	2,300	-
Operating Supplies	94,110	94,110	-
Books/Subscriptions/Memberships	-	-	-
Tuition	-	-	-
Training	4,000	4,000	-
Total Operating Expenses	225,460	247,460	22,000
CAPITAL OUTLAY			
Other Building Improvements	-	-	-
Automobiles/Machinary/Equip.	133,308	133,308	-
Total Capital Outlay	133,308	133,308	-
OTHER USES			
Aids to Government Agencies	-	-	-
Aids to Private Organizations	-	-	-
Intragovernmental Transfers	-	-	-
Total Other Uses	-	-	-
TOTAL SHERIFF'S BUDGET	2,262,955	2,392,299	129,344
COUNTY COSTS:*			
- Health Insurances	229,248	229,248	-
- Worker's Compensation	37,688	33,566	(4,122)
- County Allocation	-	-	-
Total County Expenses	266,936	262,814	(4,122)
***Estimates**			
TOTAL BUDGET	2,529,891	2,655,112	125,221
			4.95%