

COUNCIL AGENDA STATEMENT



Meeting Date: September 10, 2019
To: Honorable Mayor and City Council
From: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-93**, Approving A First Amendment to The Contract Between The City And The Monroe County Sheriff’s Office For Local Police Services In An Amount Not To Exceed \$1,886,675 For FY 2019-2020; Authorizing The City Manager And 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

BACKGROUND & JUSTIFICATION:

The Monroe County Sherriff’s Office has requested an amendment to the City’s three year agreement for the provision of police services. Pursuant to Section 18a of the contract, compensation for local police services for each fiscal year shall be set by amendment to the contract. The attached amendment to the agreement affects Section 15 of the contract regarding cost and payment. The \$87,414 increase for a total of \$1,886,675 is included in the City’s proposed budget for FY 2020 and millage rate set by the City Council. The contract otherwise does not contain any substantive changes from the language in the previous version of the contract.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	<u> X </u>	<u> </u>
2. Other _____	<u> </u>	<u> </u>
3. Not applicable _____		

FISCAL NOTE:

Approved by Finance Department

Council approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-93**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A FIRST AMENDMENT TO THE CONTRACT BETWEEN THE CITY AND THE MONROE COUNTY SHERIFF'S OFFICE FOR LOCAL POLICE SERVICES IN AN AMOUNT NOT TO EXCEED \$1,886,675 FOR FY 2019-2020; AUTHORIZING THE CITY MANAGER AND 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, pursuant to Section 18.a. of the Police Services Contract, compensation for local police services for each fiscal year shall be set by amendment to the Police Services Contract (the "First Amendment"); and

WHEREAS, this First Amendment increases the cost of the Police Services Contract in the amount of \$87,414, which brings the total amount of the Police Services Contract to \$1,886,675; and

WHEREAS, the cost of the Police Services Contract is included in the proposed budget for FY 2019-2020; and

WHEREAS, the First 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 First 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 to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The Mayor is authorized to sign the First 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 10th DAY OF SEPTEMBER, 2019

THE CITY OF MARATHON, FLORIDA

Mayor John Bartus

AYES:
NOES:
ABSENT:
ABSTAIN:

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:**

David Migut, City Attorney

FIRST AMENDMENT TO CONTRACT FOR LOCAL POLICE SERVICES

This First 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 2018 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 2019-2020 (the "First Amendment").

NOW THEREFORE, in consideration of the mutual covenants set forth in this First 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 \$1,886,675.00 (One Million Eight Hundred and Eighty Six Thousand Six Hundred Seventy Five dollars) for services, equipment and supplies provided during the second year of this Contract (10/1/2019-9/30/2020). 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, 2019 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-2019" dated April 9, 2019, attached. All references to Exhibit "A" in the Contract shall be from October 1, 2019 forward refer to the replacement Exhibit "A-2019".

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 John Bartus

Date: _____

Attest:

By: _____
City Clerk. Diane Clavier

Date: _____

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

By: _____
City Attorney, David Migut

Date: _____

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: Amy Heavilin, Clerk of Court

By: _____
Deputy Clerk

Date: _____

(SEAL)

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM**

By: _____
County Attorney

Date: _____