

COUNCIL AGENDA STATEMENT



Meeting Date: July 14, 2026
To: Honorable Mayor and City Council
From: Diane Clavier, City Clerk
Through: Steve Williams, City Attorney/Acting City Manager

Agenda Item: **Resolution 2026-67**, 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 \$3,282,551.00 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

BACKGROUND & JUSTIFICATION:

The Monroe County Sheriff'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 \$146,250 increase for a total of \$3,282,551 is included in the City's proposed budget for FY 2027. The contract otherwise does not contain any substantive changes to the language in the previous version of the contract.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

Appropriations for this contract have been included in the proposed FY27 General Fund Budget.

RECOMMENDATION: Council approve Resolution

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:
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:**

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: _____

Attest:

By: _____
City Clerk

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: Kevin Madok, Clerk of Court

By: _____
Deputy Clerk

Date: _____

(SEAL)

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM**

By: _____
Assistant County Attorney

Date: _____

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 (-)
<u>PERSONNEL SERVICES</u>			
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)
Employer Taxes	130,936	135,829	4,893
Retirement Contribution	593,667	660,063	66,396
Life & Health Insurance	1,400	1,400	-
Unemployment Compensation	-	-	-
Total Personnel Services	<u>2,437,591</u>	<u>2,572,841</u>	<u>135,250</u>
<u>OPERATING EXPENSES</u>			
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	<u>247,460</u>	<u>258,460</u>	<u>11,000</u>
<u>CAPITAL OUTLAY</u>			
Other Building Improvements	-	-	-
Automobiles/Machinery/Equip.	133,308	133,308	-
Total Capital Outlay	<u>133,308</u>	<u>133,308</u>	<u>-</u>
<u>OTHER USES</u>			
Aids to Government Agencies	-	-	-
Aids to Private Organizations	-	-	-
Intragovernmental Transfers	-	-	-
Total Other Uses	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SHERIFF'S BUDGET	<u><u>2,818,359</u></u>	<u><u>2,964,609</u></u>	<u><u>146,250</u></u>
COUNTY COSTS:*			
- Health Insurances	284,376	284,376	-
- Worker's Compensation	33,566	33,566	-
- County Allocation	-	-	-
Total County Expenses	<u>317,942</u>	<u>317,942</u>	<u>-</u>
*Estimates			
TOTAL BUDGET	<u><u>3,136,300</u></u>	<u><u>3,282,551</u></u>	<u><u>146,250</u></u>