

Sponsored by: Burnett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2009-127**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO A CONTRACT FOR LOCAL POLICE SERVICES WITH THE MONROE COUNTY SHERIFF'S OFFICE; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO FINALIZE THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the "City") has purchased local law enforcement services from the Monroe County Sheriff's Office (the "Sheriff") since the incorporation of the City; and

**WHEREAS**, the current contract for police services with the Sheriff expired as of September 30, 2009; and

**WHEREAS**, the City and the Sheriff wish to enter into a new Contract for Local Police Services (the "Contract"), pursuant to which the City shall receive local law enforcement services from the Sheriff for three years.

**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 City is hereby authorized to enter into a Contract for Local Police Services with the Monroe County Sheriff's Office. The Contract shall be substantially in the form of the contract 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.

**Section 3.** The City Manager is authorized to sign the Contract.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 8<sup>th</sup> day of September, 2009.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Mayor Mike Cinque**

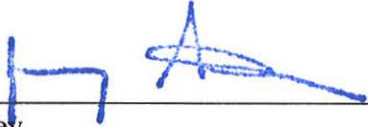
AYES: Ramsay, Snead, Vasil, Worthington, Cinque  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
City Clerk

(City Seal)

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

  
\_\_\_\_\_  
City Attorney

**Contract for Local Police Services  
Monroe County Sheriff's Office and the City of Marathon  
FY 2010-2012**

**Contract for Local Police Services  
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FY 2010-2012**

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**Contract for Local Police Services  
Monroe County Sheriff's Office and the City of Marathon  
FY 2010-2012**

**1-Purpose:**

The City of Marathon, a Florida municipal corporation ("Marathon" or the "City"); and the 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") 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 the City, the County, and MCSO. Any and all communications required to be provided shall be directed to the parties as follows::

City of Marathon  
City Manager Clyde Burnett  
9805 Overseas Highway  
Marathon, Florida 33050  
Telephone: (305) 289-4130  
Facsimile: (305) 289-4123

MCSO  
Sheriff Robert P. Peryam  
5525 College Road  
Key West, Florida 33040  
Telephone: (305) 292-7001  
Facsimile: (305) 292-7070

Monroe County  
County Administrator Roman Gastesi  
1100 Simonton Street  
Key West, Florida 33040  
(305) 292-4441  
(305) 292-4544

**3-Term:**

The term of this Contract begins October 1, 2009 and ends September 30, 2012.

**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
- Four sergeants
- Eleven 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 in close cooperation with the City 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.

The parties acknowledge that the Marathon District Captain and Lieutenant has regional responsibilities in addition to his 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. If, despite these efforts, a shift remains unfilled, the Captain shall notify the Manager. The Manager may choose to fill any vacant position by any of the following methods:

- Requesting that an officer from the Marathon District be assigned to work on an overtime basis. In this case, Marathon will pay the actual costs of the officer's tour of duty.

-Requesting that an officer from outside the Marathon District be hired to work on a special detail. In this case, Marathon will pay the prevailing special detail rate under the same terms and conditions as special details are offered to the public.

The Captain shall attend the Manager's weekly staff meetings and such other meetings as the manager shall reasonably request, e.g. those of the City Council.

**5-Other services:**

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

- Aviation
- Bailiffs and other court personnel
- Bomb squad
- Civil process
- Community policing specialists
- Crime scene services
- Criminal analyst services
- Dive team
- Environmental officers
- Finance
- Hostage negotiation
- Human resources
- Information technology
- Internal investigations
- Juvenile officers



-Major crimes detective and investigative services, including homicide, arson, sexual crimes, child abuse and neglect, narcotics and coordination of regional, statewide, and national investigation

-Neighborhood and business Crime Watches

-Police canine

-Police dispatch, including 911 services

-Police legal advisor

-Prisoner detention and transport

-Property and evidence

-Public information officer

-Records

-Regional administration

-School resource officers and DARE instructors

-SWAT team

-Traffic unit

-Training

#### **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. 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.

**9-Responsibility for ultimate control:**

Marathon understands, acknowledges and agrees the 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 the 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.

**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.

**15-Contract cost and payment:**

a. Marathon agrees to pay the sum of \$1,511,561 (One Million Five-Hundred Eleven Thousand Five Hundred and Sixty-One Dollars) for services, equipment, and supplies provided during the first year of this Contract (10/01/09-09/30/10). 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 Clerk of Court no later than October 15, 2009. Thereafter, Marathon shall pay One/Twelfth of the total contract price no later than November 1, 2009 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. In future Contract years, Marathon will pay the costs of acquiring replacement vehicles for the Marathon District. MCSO will replace the Marathon

vehicles according to the terms of the then current vehicle replacement policy of MCSO.

**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. If total payments exceed incurred costs, MCSO will reimburse Marathon for the excess payment amount.

**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. An amendment of this Contract signed by the parties 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 30<sup>th</sup> 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 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 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 promptly remit to MCSO all monies currently received by it from the Clerk of Court attributable to assessments of court costs intended for criminal justice training purposes. MCSO will use these 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.

**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.

**SIGNATURE PAGE FOLLOWS**

Agreed to on 9/16, 2009.

Monroe County Sheriff's Office

By: Sheriff Robert P. Peryam  
Sheriff Robert P. Peryam

S E A L

City of Marathon

By: Mayor Mike Cinque  
Mayor Mike Cinque

ATTEST:

Diane Clavier  
Diane Clavier, City Clerk

BOARD OF COUNTY COMMISSIONERS OF  
MONROE COUNTY, FLORIDA

By: George L. Neugeb  
Mayor/Chairperson

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
Cynthia L. Hall  
CYNTHIA L. HALL  
ASSISTANT COUNTY ATTORNEY  
Date 9-28-2009

Attest: DANNY L. KOLHAGE,  
CLERK OF COURT  
By: Isabel C. DeSantis  
Deputy Clerk

S E A L

FILED FOR RECORD  
2009 SEP 30 PM 4: 35  
DANNY L. KOLHAGE  
CLERK CIR. CT.  
MONROE COUNTY, FL