

**CITY OF MARATHON, FLORIDA
RESOLUTION 2011-102**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A FIRST AMENDMENT TO THE 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 FIRST AMENDMENT; AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT ON BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 18(a) of the current contract (the "Contract"), compensation for local law enforcement services (the "Law Enforcement Services") for each fiscal year shall be set by amendment to the Contract; and

WHEREAS, the City and Sheriff desires to amend the Contract to set the compensation for Law Enforcement Services for fiscal year 2011-12 (the "First Amendment").

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.

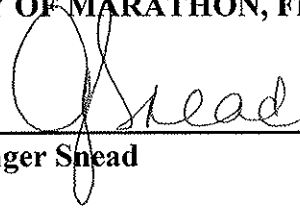
Section 2. The First Amendment to the Contract for Law Enforcement Services between the City and Sheriff attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved.

Section 3. The Mayor is authorized to sign the First Amendment on behalf of the City, and the City Manager is authorized to expend budgeted funds on behalf of the City.

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 25th DAY OF OCTOBER, 2011.

THE CITY OF MARATHON, FLORIDA



Mayor Ginger Snead

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

ATTEST:



City Clerk, Diane Clavier

(City Seal)

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



City Attorney

FIRST AMENDMENT TO CONTRACT FOR LOCAL POLICE SERVICES

This First Amendment to Contract for Local Police Service between the City of Marathon, Monroe County Sheriff's Office, and Monroe County, is made and entered into as of 01/20/2012 by and between the City of Marathon, a municipal corporation of the State of Florida ("Marathon" or the "City"), 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 2009 the City entered into a three year Contract with Monroe County Sheriff's Office and Monroe County to provide Local Police Services (the "Contract"), a copy of the Contract is attached as Exhibit "1"; and

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

WHEREAS, the City desires to amend the Contract to set the compensation for Fiscal Year 2011-12 (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:

a. Marathon agrees to pay the sum of \$1,429,983.00 (One Million Four Hundred and Twenty Nine Thousand Nine Hundred Eighty Three Dollars) for services, equipment and supplies provided during the second year of this Contract (10/1/2011-9/30/2012). 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, 2011. Thereafter Marathon shall pay

One/Twelfth of the total contract price no later than November 1, 2011 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 then current vehicle replacement policy of MCSO.

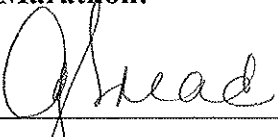
Section 2. No Further Modifications. All other provisions of the Contract, other than as specifically addressed herein, shall remain in full force and effect.

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 first above written.

SIGNATURE PAGE FOLLOWS

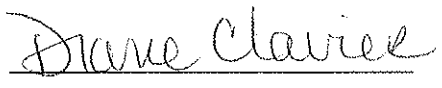
(SEAL)

City of Marathon:

By: 
Mayor

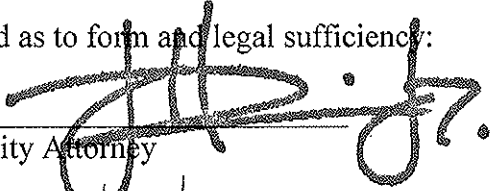
Date: 10/27/11

Attest:

By: 
City Clerk

Date: 10/27/11

Approved as to form and legal sufficiency:

By: 
City Attorney

Date: 10/27/11

MONROE COUNTY SHERIFF'S OFFICE:

By: *Robert P. Peryam*
Robert P. Peryam, Sheriff

Date: 12/8/11

Monroe County Sheriff's Office
Approved as to form

By: *[Signature]*
General Counsel

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

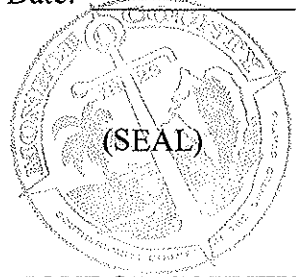
By: *[Signature]*
Mayor / Chairperson

Date: 1/20/2012

Attest: Danny L. Kolhage, Clerk of Court

By: *[Signature]*
Deputy Clerk

Date: 1/20/2012



**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM**

By: *Cynthia J. Hall*
Assistant County Attorney