

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Monroe County Sheriff

Effective Date: October 1, 2009
 Expiration Date: September 30, 2012

Rescission of the First Amendment to Contract for Local Police Services with the City of Marathon, the Monroe County Sheriff's Office and the BOCC previously approved by the BOCC on September 21, 2011, and approval of a revised First Amendment to Contract for Local Police Services, in order to correct a scrivener's error.

Contract Manager: Patrick McCullah
 (Name)

292-7020
 (Ext.)

Monroe County Sheriff's Office
 (Department)

for BOCC meeting on January 18, 2012

Agenda Deadline: January 3, 2012

CONTRACT COSTS

Total Dollar Value of Contract: \$1,429,983.00

Current Year Portion:

Budgeted? Yes No

Account Codes: _____-XXXXXX

Grant: \$0.00

County Match: \$0.00

ADDITIONAL COSTS: \$0.00

Estimated Ongoing Costs: \$0.00

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>✓</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12/14/11</u>
Risk Management	<u>12-16-11</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>12-16-11</u>
OMB/Purchasing	<u>12-16-11</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>12</u>
County Attorney	<u>12/15/11</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Cynthia T. Hall</u>	<u>12/15/11</u>

Comments: _____

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 _____ 2011 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.

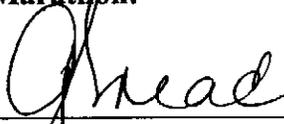
Section 2. No Further Modifications. All other provisions of the Contract, other than as specifically addressed herein, shall remain in full force and effect.

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:

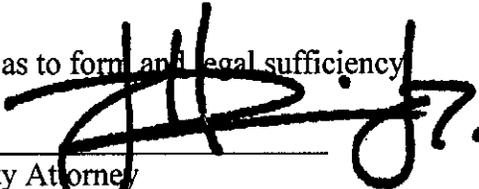
By: 
Mayor

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

COMMANDER [Signature]
FINANCE [Signature] 11.14.11
RISK MANAGER _____
BUREAU CHIEF [Signature]
LEGAL [Signature]

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

By: _____
Mayor / Chairperson

Date: _____

Attest: Danny L. Kolhage, Clerk of Court

By: _____
Deputy Clerk

Date: _____

(SEAL)

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM**

By: Cynthia F. Hall
Assistant County Attorney