

**FIRST AMENDMENT TO CONTRACT FOR LAW ENFORCEMENT AND
SECURITY SERVICES AT KEY WEST INTERNATIONAL AIRPORT AND
FLORIDA KEYS MARATHON AIRPORT**

Monroe County Sheriff's Office and Monroe County Board of County Commissioners

THIS FIRST AMENDMENT (hereinafter "1st Amendment") to the Contract between the Monroe County Sheriff's Office (hereinafter referred to as "MCSO" or the "Sheriff") and the Board of County Commissioners of Monroe County (hereinafter referred to as the "County") for security services at the Key West International Airport and the Florida Keys Marathon Airport is made and entered into this _____ day of _____, 2007.

WITNESSETH

WHEREAS, on the 17th day of January, 2007, the parties entered into a Contract for Law Enforcement and Security Services; and

WHEREAS, the F.D.O.T. provides grant funds to cover the operational costs of the contract through June 30, 2007; and

WHEREAS, the County will obtain funding through other sources for the balance of the contract; and

WHEREAS, the grant contains payment procedures that differ from the contract and the parties desire to amend the procedures to conform to the grant;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree to amend the original contract as follows:

1. Section 5 B. is amended to read as follows:

B. PAYMENT PROCEDURE: The County shall pay the Sheriff on an arrears basis as follows:

-Four/Twelfths (which represents the arrearage for October 2006, November 2006, December 2006 and January 2007) of the estimated annual cost of the Contract as soon as practicable after contract execution, and

-One/Twelfth of the "estimated" annual cost on or before the first day of the month immediately following the month in which services were rendered, i.e. payment for services rendered in February shall be due and payable on the first day of March, payment for services rendered in March shall be payable on the first day of April.

-Within 45 days of payment for the February through August 2007 services and within 60 days of payment for the September 2007 services, Sheriff shall provide County with back up documentation of the actual incurred costs for the month being billed. For example, the payment for March 2007 services will be made to the Sheriff on April 1st. The Sheriff will provide back up documentation by no later than May 15th. If the monthly payment remitted to Sheriff exceeded the actual costs incurred, Sheriff shall include a reimbursement payment with the back up documentation. If the actual costs incurred exceeded the monthly payment, Sheriff shall submit a payment request for the difference.

The "estimated annual cost" of this Contract for FY2007 (10/01/06-09/30/07) is \$2,312,650.00. Detailed budgets for KWIA and FKMA are attached as Exhibit A.

2. Section 5 C. is amended to read as follows:

C. YEAR-END RECONCILIATION:

At the end of each fiscal year, incurred costs will be reconciled with total payments made by the County. MCSO and County external auditors will determine the final balance. If incurred costs exceed total payments, the County will reimburse MCSO for the excess costs, however, total County payments plus reimbursement(s) shall in no case exceed the total contract amount. If total payments exceed incurred costs, MCSO will reimburse the County for the excess payment. The audited reconciliation and reimbursements shall be based on the actual incurred costs documentation provided in support of the monthly payment requests.

3. The following paragraph is appended to the Agreement between County and Sheriff and incorporated into the original contract as paragraph 8

8-F.D.O.T. AUDIT: County and Sheriff shall permit the F.D.O.T.'s authorized representative(s) to inspect all payrolls, books, records; and to audit the books records and accounts pertaining to this contract.

4. All other provisions of the January 17, 2007 original contract, not inconsistent herewith, shall remain in full force and effect

By: _____
Deputy Clerk

MONROE COUNTY SHERIFF'S OFFICE

By: Richard D. Roth
Richard D. Roth, Sheriff

(SEAL)

SHERIFF'S OFFICE
MONROE COUNTY, FLORIDA
APPROVED AS TO FORM:
Mark L. Willis
MARK L. WILLIS
GENERAL COUNSEL
DATE Mar 15 2007

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Pedro J. Mercado
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY
Date 3/15/07