

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: February 15, 2012

Division: County Administrator

Bulk Item: Yes

Department: Airports

Staff Contact Person/Phone #: Peter Horton, 809-5200

---

**AGENDA ITEM WORDING:** Approval of an amendment to the contract with Gardens of Eden of the Florida Keys, Inc. for landscaping services at the Key West International Airport, which expired on January 18, 2012.

---

**ITEM BACKGROUND:** The Gardens of Eden contract included a not-to-exceed price for their annual fee. However, during the course of their contract, the Airport requested that they perform additional work. We authorized them to clean up the airport property to the west of the Tax Collector's / DMV building area. This task involved removing all the invasive growth (including Australian pines), eradicating the active homeless campsite, removing any debris which could not be mulched, and creating the Airport's Vegetative Recycling Center. As a result of this extra work, the not-to-exceed limit of the Gardens of Eden's contract was surpassed. The Airport is requesting to retro-actively increase the amount of their previous contract by \$6,460.10, which is actually less than the amount of the extra work that was done. If the Airport had not requested these items, the yearly amount for the Gardens of Eden contract would have actually been UNDER their yearly not-to-exceed amount.

---

**PREVIOUS RELEVANT BOCC ACTION:** May 19, 2010 – Item C-4 - approval of award of bid; January 19, 2011 – item C-16 – approval of contract; January 19, 2012 – Item C-25 – contract renewal agreement.

---

**CONTRACT/AGREEMENT CHANGES:** Increase contract by amount below.

---

**STAFF RECOMMENDATION:** Approval.

---

**TOTAL COST:** \$6,460.10                      **INDIRECT COST:** NA                      **BUDGETED:** Yes

**DIFFERENTIAL OF LOCAL PREFERENCE:** NA

**COST TO COUNTY:** None    **SOURCE OF FUNDS:** operating

**COST TO AIRPORT:** \$6,460.10

**COST TO PFC:** None

**REVENUE PRODUCING:** Yes  No                       **AMOUNT PER YEAR:** NA

**APPROVED BY:** County Attorney       OMB/Purchasing       Risk Management

**DOCUMENTATION:** Included       Not Required

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

**LANDSCAPING SERVICES AMENDMENT TO AGREEMENT**  
**GARDENS OF EDEN**  
**KWIA**

THIS LANDSCAPING SERVICES AMENDMENT to agreement is entered into this 15<sup>th</sup> day of February 2012, by and between Monroe County, a political subdivision of the State of Florida, (hereafter "County"), whose address is 1100 Simonton Street, Key West, Florida, 33040 and Gardens Of Eden of the Florida Keys, a Florida Corporation (hereafter Contractor), whose address is 92 Bay Drive Key West, Florida 33040. The parties hereto, for the considerations herein set forth, mutually agree as follows:

WHEREAS, on the 19<sup>th</sup> day of January, 2011, the parties entered into a Contract For Landscaping Services at Key West International Airport, hereafter original agreement, copy of which is attached to this renewal agreement and made a part of it; and

WHEREAS, the term of the original agreement began on January 19, 2011 and expired on January 18, 2012, but the parties desire to increase the 'not-to-exceed' portion of the original agreement; and

WHEREAS, the Landscaping Services Agreement has been mutually beneficial to both parties; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Paragraph 2 of the original agreement is amended to read:

2. **CONTRACT SUM.** The County shall pay the Contractor for the faithful performance of said service on a per week in arrears basis during the term of the Contract. The Contractor shall invoice KWIA weekly for landscaping services performed under the Specifications contained herein. The total Contract amount shall not exceed \$106,460.10. Contractor shall submit to County invoices with supporting documentation acceptable to the Clerk, on a weekly schedule in arrears. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds. County's performance and obligation to pay under this agreement, is contingent upon annual appropriation by the Board of County Commissioners.

2. Except as set forth in paragraph one and two of this Landscaping Services Amendment Agreement, in all other respects, the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE

By: \_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Mayor David Rice

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

GARDENS OF EDEN

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name/Title