



## **Village of Biscayne Park Commission Agenda Report**

**Village Commission Meeting Date: March 3, 2015**

**Subject: Resolution 2015-17**

**Prepared By: Krishan Manners, Public Services  
Manager**

**Sponsored By: Staff**

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### **Background**

Recognizing the importance of maintaining our tree canopy, on December 4, 2012, the Commission passed Resolution 2012-60 authorizing the execution of the addendum which established an agreement between the Village and Raydel Landscaping Corp. for professional tree trimming, removal and disposal services. This agreement was based on the agreement developed and executed by the City of Miami Springs. On May 7, 2013, Resolution 2013-23 was passed and a second addendum to the agreement was executed. A third addendum is being brought forward to renew the agreement.

Raydel has a team of trained and certified professionals including an arborist to ensure the work performed is done properly from assessment to completion. Raydel

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also performs a multitude of tree services for the City of Miami Springs, another community with a very large tree canopy.

Raydel has successfully completed work throughout the Village over the past several years. They have been extremely responsive to resolve emergency tree removals and stump grinding such as the large tree in front of Village Hall which had to be removed in January. Raydel has assisted our Public Works team with the removal of other dead trees that have been identified in the Village.

#### **Fiscal / Budget Impact**

The Village Commission appropriates funds annually for tree trimming and tree maintenance throughout the Village.

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#### **Recommendation**

Approval of Resolution 2015-17

#### **Attachments**

- Resolution 2015-17
- Third Addendum Between the Village of Biscayne Park and Raydel Landscaping for Professional Landscape Maintenance Services

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3 **RESOLUTION NO. 2015-17**  
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5 **A RESOLUTION OF THE VILLAGE**  
6 **COMMISSION OF THE VILLAGE OF**  
7 **BISCAYNE PARK, FLORIDA, AUTHORIZING**  
8 **THE EXECUTION OF THE THIRD**  
9 **ADDENDUM BETWEEN VILLAGE OF**  
10 **BISCAYNE PARK AND RAYDEL**  
11 **LANDSCAPING CORP. FOR**  
12 **PROFESSIONAL LANDSCAPE**  
13 **MAINTENANCE SERVICES; PROVIDING**  
14 **FOR AN EFFECTIVE DATE**  
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16 WHEREAS, on December 4, 2012, the Village and Raydel Landscaping Corp.  
17 (“Contractor”) entered into an Addendum which established an agreement for professional  
18 landscape maintenance services and professional tree trimming, removal and disposal services  
19 based on the Agreement developed and executed by the City of Miami Springs, Florida, and  
20 Section 2-140 of the Code of Ordinances of the Village of Biscayne Park, Florida, which  
21 authorizes the Village to procure these services through such an arrangement; and,

22 WHEREAS, the term of the agreement executed by the Village and the Contractor  
23 allows an option to renew for two (2) additional one (1) year periods on a year-to-year basis  
24 contingent upon satisfactory performance by the Contractor and the availability of funds; and,

25 WHEREAS, the Village and the Contractor are desirous of renewing the agreement for  
26 an additional one (1) year period; and,

27 WHEREAS, the Village Commission finds it to be in the best interests of the residents  
28 of the Village to authorize the execution of the Third Addendum with Raydel Landscaping  
29 Corp.

30 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION**  
31 **OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, that**  
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1            **Section 1.**     The forgoing “WHEREAS” clauses are hereby ratified and confirmed as  
2 being true and correct and are hereby made a specific part of this Resolution upon adoption.

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4            **Section 2.**     The Village Commission of the Village of Biscayne Park authorizes the  
5 execution of the Third Addendum between the Village of Biscayne Park and Raydel  
6 Landscaping Corp. for Professional Landscape Maintenance Services and Professional Tree  
7 Trimming, Removal and Disposal Services, attached hereto and incorporated herein as Exhibit  
8 “1”.

9            **Section 3.**     This Resolution shall be effective upon adoption.

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11            PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2015.

**The foregoing resolution upon being put  
to a vote, the vote was as follows:**

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16 \_\_\_\_\_  
17 David Coviello, Mayor

Mayor Coviello: \_\_\_\_\_  
Vice Mayor Jonas: \_\_\_\_\_  
Commissioner Anderson: \_\_\_\_\_  
Commissioner Ross: \_\_\_\_\_  
Commissioner Watts: \_\_\_\_\_

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21 Attest:  
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24 \_\_\_\_\_  
25 Maria C. Camara, Village Clerk

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27 Approved as to form:  
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31 \_\_\_\_\_  
32 John J. Hearn, Village Attorney

**THIRD ADDENDUM BETWEEN VILLAGE OF BISCAYNE PARK AND  
RAYDEL LANDSCAPING CORP. FOR PROFESSIONAL LANDSCAPE  
MAINTENANCE SERVICES (PART I) AND PROFESSIONAL TREE  
TRIMMING, REMOVAL AND DISPOSAL SERVICES (PART II)**

THIS THIRD ADDENDUM is made and entered into this \_\_\_\_ day of March, 2015, by and between:

VILLAGE OF BISCAYNE PARK, FLORIDA  
a Florida municipal corporation  
640 NE 114<sup>th</sup> Street  
Biscayne Park, Florida 33161  
(hereinafter "Village")

And

RAYDELL LANDSCAPING CORP.  
a Florida corporation  
560 East 36<sup>th</sup> Street  
Hialeah, Florida 33013  
(hereinafter "Contractor")

WHEREAS, on October 1, 2012, the City of Miami Springs, Florida ("City") and Contractor entered into an agreement for professional landscape maintenance services (Part I) and professional tree trimming, removal and disposal services (Part II) (hereinafter "Agreement"); and

WHEREAS, the Village reviewed the scope of services competitively bid by the City and determined that the Agreement between the City and the Contractor could be utilized by the Village to provide professional landscape maintenance, tree trimming, removal and disposal services; and

WHEREAS, on December 4, 2012, the Village and the Contractor entered into an Addendum which established an agreement based on the Agreement developed and executed by City and Section 2-140 of the Code of Ordinances of the Village of Biscayne Park, Florida, which authorizes the Village to procure these services through such an arrangement; and

WHEREAS, the term of the agreement executed by the Village and the Contractor allows an option to renew for two (2) additional one (1) years periods on a year-to-year basis contingent upon satisfactory performance by the Contractor and the availability of funds; and

WHEREAS, the Village and the Contractor are desirous of renewing the agreement for an additional one (1) year period;

NOW, THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made to the Contractor for services rendered to the Village hereunder, the parties hereby agree as follows:

**Section 1.** The above recitals are acknowledged and incorporated herein.

**Section 2.** The agreement between the Village and the Contractor executed on December 4, 2012 is hereby renewed for one (1) additional one (1) year period, which term shall terminate on September 30, 2015.

**Section 3.** This Addendum shall be effective upon execution of both parties.

**Section 4.** All other conditions and terms of the Agreement and its addenda not specifically amended herein remain in full force and effect. In the event of any conflict, this Third Addendum will supersede other terms. In the event of ambiguity, the most restrictive interpretation consistent with the public interest is intended.

**Section 5.** Should any part, term or provision of this Third Addendum be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Third Addendum the day and year first above written.

ATTEST:

VILLAGE OF BISCAYNE PARK, FLORIDA

\_\_\_\_\_  
Maria Camara, Village Clerk

\_\_\_\_\_  
David Coviello, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
John J. Hearn, Village Attorney

RAYDEL LANDSCAPING CORP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name