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3 **RESOLUTION NO. 2013-23**
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5 **A RESOLUTION OF THE VILLAGE COMMISSION OF THE**
6 **VILLAGE OF BISCAYNE PARK, FLORIDA, AUTHORIZING**
7 **THE EXECUTION OF THE SECOND ADDENDUM**
8 **BETWEEN VILLAGE OF BISCAYNE PARK AND**
9 **RAYDEL LANDSCAPING CORP. FOR PROFESSIONAL**
10 **LANDSCAPE MAINTENANCE SERVICES (PART I)**
11 **AND PROFESSIONAL TREE TRIMMING, REMOVAL**
12 **AND DISPOSAL SERVICES (PART II); PROVIDING FOR**
13 **AN EFFECTIVE DATE**
14

15 WHEREAS, on December 4, 2012, the Village and Raydel Landscaping Corp.
16 entered into an Agreement for professional landscape maintenance services and
17 professional tree trimming, removal and disposal services; and

18 WHEREAS, it is now necessary to increase the amount for the provision of
19 services from \$10,000 to \$20,000, consistent with the budgeted amount for this contract;
20 and

21 WHEREAS, the Village Commission finds it to be in the best interests of the
22 residents of the Village to authorize the execution of the Second Addendum with Raydel
23 Landscaping Corp;

24 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COMMISSION OF
25 THE VILLAGE OF BISCAYNE PARK, FLORIDA, that

26 **Section 1.** The forgoing "WHEREAS" clauses are hereby ratified and confirmed
27 as being true and correct and are hereby made a specific part of this Resolution upon adoption.

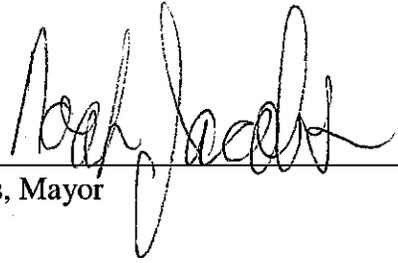
28 **Section 2.** The Village Commission of the Village of Biscayne Park authorizes the
29 execution of the Second Addendum between the Village of Biscayne Park and Raydel
30 Landscaping Corp. for Professional Landscape Maintenance Services and Professional Tree
31 Trimming, Removal and Disposal Services, attached hereto and incorporated herein as Exhibit
32 "1".

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

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PASSED AND ADOPTED this 7th day of May, 2013.

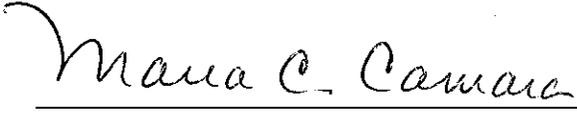
**The foregoing resolution upon
being put to a vote, the vote was
as follows:**



Noah Jacobs, Mayor

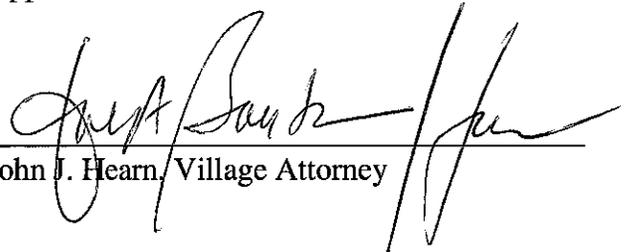
Mayor Jacobs: Yes
Vice Mayor Cooper: Yes
Commissioner Anderson: Yes
Commission Ross: Yes
Commissioner Watts: Yes

Attest:



Maria C. Camara, Village Clerk

Approved as to form:



John J. Hearn, Village Attorney

**SECOND 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)**

On October 1, 2012, the City of Miami Springs, Florida ("City") and Raydel Landscaping Corp. ("Contractor") entered into an Agreement for professional landscape maintenance services (Part I) and professional tree trimming, removal and disposal services (Part II), attached hereto and incorporated herein as Exhibit "1". On December 4, 2012, the Village of Biscayne Park ("Village") and the Contractor entered into an Addendum, attached hereto and incorporated herein as Exhibit "2," which provided revisions to the original Agreement. This Second Addendum between the Village and the Contractor is made on the 2nd day of April, 2013, and revises the original Agreement as outlined below.

1. Paragraph 5, entitled "Contract Services", shall be amended to include an annual amount of \$0.00 for professional landscape maintenance services (Part I) and an annual amount of \$20,000.00 for professional tree trimming, removal, and disposal services (Part II).

2. All Other Conditions and Terms: All conditions and terms of the Agreement between the City and the Contractor executed on October 1, 2012 and the Addendum between the Village and the Contractor executed on December 4, 2012 not specifically amended herein remain in full force and effect. In the event of any conflict, this Second Addendum will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

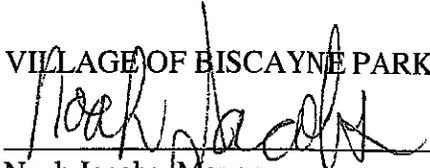
IN WITNESS WHEREOF, the parties hereto have executed this Addendum the day and year first above written.

RAYDEL LANDSCAPING CORP.

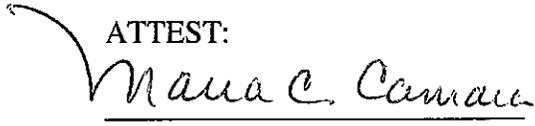

Signature

Michael Betancourt
Printed Name

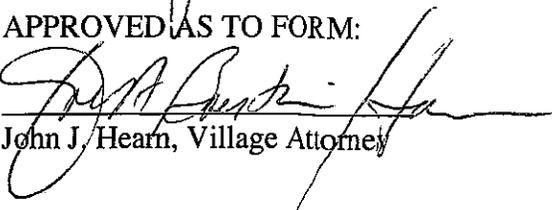
VILLAGE OF BISCAYNE PARK, FLORIDA


Noah Jacobs, Mayor

ATTEST:


Maria Camara, Village Clerk

APPROVED AS TO FORM:


John J. Hearn, Village Attorney

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)

On October 1, 2012, the City of Miami Springs, Florida ("City") and Raydel Landscaping Corp. ("Contractor") entered into an Agreement for professional landscape maintenance services (Part I) and professional tree trimming, removal and disposal services (Part II). This Agreement between the Village of Biscayne Park ("Village") and Contractor is made on the 4th day of December, 2012 and incorporates and attaches the City of Miami Springs Agreement, including its Attachments, attached hereto and incorporated herein as Composite Exhibit "1," with the revisions as outlined below.

WHEREAS, the Village has determined that it is necessary and in the best public interest to establish a contract for professional tree trimming, removal and disposal services for the Village; and

WHEREAS, in order to ensure that the Village has a tree trimming services contract in place, Village staff has recommended the adoption of the Agreement between the City and the Contractor; and

WHEREAS, on December 4, 2012, by and through Resolution No. 2012-60, the Village Commission authorized the adoption of the Agreement between the City and the Contractor for the provision of professional tree trimming, removal and disposal services; now, therefore

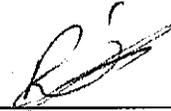
1. All references to the "City of Miami Springs" and/or the "City" which are contained in the above captioned Agreement shall heretofore mean the Village of Biscayne Park.
2. All references to the location of services which are contained in the above captioned Agreement shall heretofore mean the municipal boundaries of the Village of Biscayne Park.
3. The term of this Agreement shall be effective from the date of execution through September 30, 2014 with an option to renew for an additional two (2) one (1) year periods on a year-to-year basis. Renewals are contingent upon satisfactory performance by the Contractor and availability of funds.
4. Paragraph 5, entitled "Contract Services", shall be amended to include an annual amount of \$0.00 for professional landscape maintenance services (Part I) and an annual amount of \$10,000.00 for professional tree trimming, removal, and disposal services (Part II).
4. Paragraph 22, entitled "Notices", shall be amended to show the Village of Biscayne Park's address as follows:

Ana M. Garcia, Village Manager
640 NE 114th Street
Biscayne Park, Florida 33161

5. All Other Conditions and Terms: All conditions and terms of the Agreement between the City and the Contractor executed on October 1, 2012 not specifically amended herein remain in full force and effect. In the event of any conflict, this Addendum will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

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

RAYDEL LANDSCAPING CORP.



Signature



Printed Name

ATTEST:

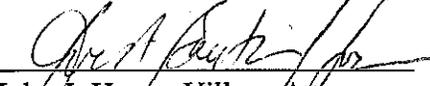
Maria Camara, Village Clerk

VILLAGE OF BISCAYNE PARK, FLORIDA



Noah Jacobs, Mayor

APPROVED AS TO FORM:



John J. Hearn, Village Attorney