

RESOLUTION NO. 06-373

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE FIRST AMENDMENT TO THE CONTRACT BETWEEN TOP NOTCH TREE SERVICE, INC. AND THE TOWN OF MIAMI LAKES FOR HAZARDOUS TREE LIMB REMOVAL SERVICES; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 13, 2005, the Town Council pursuant to its authority under Section 2 (G) of the Town's Purchasing Procedures Ordinance, waived the procurement procedures and approved an agreement with Top Notch Tree Service, Inc. ("Top Notch") for removal of hazardous tree limbs in order to expedite recovery efforts as a result of Hurricane Wilma and ensure the public's safety; and

WHEREAS, on December 20, 2005 the Town of Miami Lakes (the "Town") and Top Notch entered into the Agreement for the removal of hazardous tree limbs in the amount not to exceed \$65,000.00; and

WHEREAS, the Agreement provided for a termination date of March 31, 2006; and

WHEREAS, the parties desire to amend the term and compensation sections of the Agreement; and

WHEREAS, the Town Council finds that approval of the amendment is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated

into this Resolution by this reference.

Section 2. Approval of Amendment. The First Amendment to the Agreement between Top Notch and the Town of Miami Lakes for removal of hazardous tree limb removal services (the "Amendment"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Amendment.

Section 4. Execution of Amendment. The Town Manager is authorized to execute the Amendment on behalf of the Town and to implement the terms and conditions of the Amendment.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of February, 2006.

Motion to adopt by Mary Collins, second by Roberto Alonso.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton
Vice Mayor Robert Meador
Councilmember Roberto Alonso

yes
absent
yes

Councilmember Mary Collins yes
Councilmember Michael Pizzi yes
Councilmember Nancy Simon yes
Councilmember Peter Thomson absent

Wayne Slaton
Wayne Slaton
MAYOR

ATTEST:

Debra Eastman
Debra Eastman, MMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:

[Signature]
Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.A.
TOWN ATTORNEY

**FIRST AMENDMENT TO AGREEMENT BETWEEN TOP-NOTCH TREE SERVICE,
INC. AND THE TOWN OF MIAMI LAKES
FOR HAZARDOUS TREE LIMB REMOVAL SERVICES**

This First Amendment to the Agreement for Hazardous Tree Limb Removal Services (the "First Amendment") made and entered into this 14th day of February, 2006, by and between the Town of Miami Lakes, Florida, a municipal corporation of the State of Florida (the "Town") and Top-Notch Tree Service, Inc. (the "Contractor").

WHEREAS, on December 20, 2005, the Town Council entered into an Agreement (the "Agreement") whereby Contractor would provide collect, transport and dispose of hazardous tree limbs from the Town's public rights-of-way and any other areas in the Town as so designated (the "Services"); and

WHEREAS, the Town desires to amend the Agreement to extend the term to June 30, 2006 so that the Contractor may continue to provide the services as described in the Agreement for an additional amount not to exceed \$50,000.

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the parties agree as follows:

Section 1. Amendment to Agreement. The parties amend the Agreement to read as follows:

* * *

2. COMPENSATION

2.1 For all Work performed by Contractor as described in Section 1.1 in the Agreement, the Contractor shall be compensated at the unit price of \$79.50 per tree, based upon actual Work completed for the month. The total compensation under this Agreement shall not exceed

~~sixty five thousand dollars (\$65,000.00)~~ one hundred and fifteen thousand dollars (\$115,000.00).

* * *

3. **TERM**

This Agreement shall become effective upon the execution by both parties and shall terminate on ~~March 31, 2006~~ June 30, 2006, unless earlier terminated as provided in Section 10 (the "Term").

* * *

Section 2. No Further Modifications. All other terms and conditions of the Agreement for police services not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth in full herein.

[The remainder of this page has been intentionally left blank]

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.

CONTRACTOR:

Top-Notch Tree Service, Inc.
10542 SW 22 Terrace
Miami, FL 33165

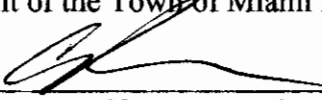
TOWN:

Town of Miami Lakes
6853 Main Street
Miami Lakes, Florida 33014

Anibal Ibanez, President

Alex Rey, Town Manager

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.A.
TOWN ATTORNEY

Attest:

TOWN CLERK