

**RESOLUTION NO. 2022 – 4005**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A FIRST AMENDMENT TO A POOL MAINTENANCE SERVICES AGREEMENT WITH SUPREME CHEMICAL AND POOL SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED \$25,427.70; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on April 13, 2021, the City of Miami Springs (the “City”) entered into an agreement (the “Agreement”) with Supreme Chemical and Pool Supply, Inc. (the “Contractor”) for pool maintenance services for the City’s Aquatic Center (the “Services”); and

**WHEREAS**, on April 8, 2022, the Contractor notified the City that it could not renew the term of the Agreement at the existing contractual rates because of increased costs arising from significant supply chain disruptions in many industries and proposed increased rates to be applied for the remaining 4 option years of the Agreement (the “Notice”); and

**WHEREAS**, after receiving the Contractor’s Notice, the City requested and received three quotes for the Services from other service providers and determined that the rates provided in the Contractor’s Notice were still the lowest price and best option for the Services as two of the quotes received were more expensive and one did not provide the full scope of the Services needed by the City; and

**WHEREAS**, the City Manager recommends that the City Council approve the increased rates set forth in the Notice, waive the City’s competitive procurement requirements pursuant to Section 31-11(E)(6)(g) of the City Code, and approve the First Amendment to the Agreement, in substantially the form attached hereto as Exhibit “A,” to incorporate the increased rates; and

**WHEREAS**, pursuant to the recommendation of the City Manager, the City Council desires to approve the increased rates set forth in the Notice, waive the City’s competitive procurement requirements pursuant to Section 31-11(E)(6)(g) of the City Code, and

approve the First Amendment to the Agreement as being in the best interest of the City; and

**WHEREAS**, the City Council finds that this Resolution is in the best interest and welfare of the residents of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** That the above recitals are confirmed, adopted, and incorporated herein and made a part hereof by reference.

**Section 2. Approval.** That the City Council hereby approves the increased rates set forth in the Notice and the First Amendment to the Agreement with the Contractor.

**Section 3. Waiver.** That the City Council hereby waives the City's competitive procurement requirements pursuant to Section 31-11(E)(6)(g) of the City Code for the Services as being in the best interest of the City.

**Section 4. Authorization.** That the City Council hereby authorizes the City Manager to execute the First Amendment to the Agreement in substantially the form attached hereto as Exhibit "A," subject to approval by the City Attorney as to form, content, and legal sufficiency and to expend budgeted funds in an amount not to exceed \$25,427.70.

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilman Best who moved its adoption. The motion was seconded by Councilwoman Bravo and upon being put to a vote, the vote was as follows:

Vice Mayor Dr. Walter Fajet	<u>YES</u>
Councilman Bob Best	<u>YES</u>
Councilwoman Jacky Bravo	<u>YES</u>
Councilman Dr. Victor Vazquez	<u>ABSENT</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 23<sup>rd</sup> day of May, 2022.

*Maria Puente Mitchell*

MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

*Erika Gonzalez*

ERIKA GONZALEZ, MMC  
CITY CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

*Haydee Serota*

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
CITY ATTORNEY

**EXHIBIT A**

**First Amendment to Agreement with  
Supreme Chemicals and Pool Supply, Inc.**

**FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF MIAMI SPRINGS  
AND  
SUPREME CHEMICAL AND POOL SUPPLY, INC.**

**THIS FIRST AMENDMENT** to the **PROFESSIONAL SERVICES AGREEMENT** (the “First Amendment”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date of First Amendment”), by and between the **CITY OF MIAMI SPRINGS**, a Florida municipal corporation, (the “City”) and **SUPREME CHEMICAL AND POOL SUPPLY, INC.**, a Florida corporation (hereinafter, the “Contractor”), collectively referred to as the “Parties.”

**WHEREAS**, on April 13, 2021, the City entered into an agreement with the Contractor (the “Agreement”) for certain pool maintenance services for its Aquatic Center pool (the “Services”); and

**WHEREAS**, due to significant supply chain disruptions in many industries, the Contractor has provided the City with an updated rate schedule for the Services, attached hereto as Exhibit “A”; and

**WHEREAS**, the City and the Contractor have agreed to amend the Agreement to incorporate the new rates as further set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein, the City and Contractor agree as follows:<sup>1</sup>

1. **Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
2. **Amendment of Section 3 of the Agreement.** Section 3 of the Agreement is amended as follows:
  - 3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit “A.” Consultant shall be compensated in accordance with the rates provided on Exhibit “A.” Compensation shall not exceed \$25,427.70 ~~14,487.70~~ per year.
3. **Exhibit “A” of the Agreement Replaced.** Exhibit “A” of the Agreement is hereby deleted in its entirety and replaced with Exhibit “A” to this First Amendment.
4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the

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<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

Agreement, the terms and provisions of this First Amendment shall control.

5. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

6. **Defined Terms.** All initial capitalized terms used in this First Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

7. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this First Amendment shall have the same force and effect as an original hereof.

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]**



**EXHIBIT A**



1915 NE 153rd Street  
 North Miami Beach, FL 33162  
 Tel 305.947.8954  
 Fax 305.947.6201

**Estimate**

Date	Estimate #
4/8/2022	1283

Name / Address

City of Miami Springs  
 201 Westward Drive  
 Miami Springs, FL 33166

Project

Description	Qty	Rate	Total
LIQUID CHLORINE(GAL)	1	2.35	2.35T
Muriatic Acid(Gal)	1	7.99	7.99T
Calcium Chloride Flake(55LB)	1	42.95	42.95T
		<b>Subtotal</b>	\$53.29
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$53.29

www.supremochemical.com  
 supremechemicals@bellsouth.net