

**RESOLUTION NO. 2023 – 4163**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPROVING A SECOND AMENDMENT TO A POOL MAINTENANCE SERVICES AGREEMENT WITH SUPREME CHEMICAL AND POOL SUPPLY, INC. IN AN AMOUNT NOT TO EXCEED \$33,500.00; PROVIDING FOR AUTHORIZATION; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; 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 May 23, 2022, the City Council adopted Resolution No. 2022-4005, approving a first amendment to the Agreement to reflect increases in the rates of the Services due to significant supply chain disruptions in many industries; and

**WHEREAS**, the Contractor is unable to provide the Services at the current rates approved under the First Amendment to the Agreement because the pricing of the materials and delivery needed for the Services has increased; and

**WHEREAS**, the City requested and received three quotes for the Services from other service providers; and

**WHEREAS**, the Contractor’s Quote was the second lowest bid, but was only \$0.01 higher than the lowest bid; and

**WHEREAS**, the Contractor is knowledgeable of the City’s pool facilities and has dependably provided the City with the Services for seven years; and

**WHEREAS**, the City Manager recommends that the City Council waive the competitive procurement requirements of the City Code pursuant to Section 31-11(E)(6)(g) of the City Code for the Services as being in the best interest of the City due to the Contractor’s similar pricing and prior experience providing the Services to the City; and

**WHEREAS**, the City Council desires to approve a Second Amendment to the Agreement (the “Second Amendment”) in substantially the form attached hereto as

Exhibit "A" in an amount not to exceed \$33,500.00 pursuant to Section 31-11(E)(6)(g) of the City Code; 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.** The City Council approves the Second Amendment to the Agreement with the Contractor.

**Section 3. Authorization.** That the City Council hereby authorizes the City Manager to execute the Second Amendment to the Agreement with the Contractor in substantially the form attached hereto as Exhibit "A" in an amount not to exceed \$33,500.00, subject to the final approval of the City Attorney as to form, content, and legal sufficiency.

**Section 4. 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 5. Effective Date.** This Resolution shall become effective immediately upon adoption.

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

Vice Mayor Jacky Bravo	<u>YES</u>
Councilman Jorge Santin	<u>YES</u>
Councilman Dr. Walter Fajet	<u>YES</u>
Councilman Dr. Victor Vazquez	<u>YES</u>
Mayor Maria Puente Mitchell	<u>YES</u>

PASSED AND ADOPTED this 11th day of December, 2023.

  
\_\_\_\_\_  
MARIA PUENTE MITCHELL  
MAYOR

ATTEST:

  
ERIKA GONZALEZ, MMC  
CITY CLERK



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



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

**EXHIBIT A**

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

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF MIAMI SPRINGS**

**AND**

**SUPREME CHEMICAL AND POOL SUPPLY, INC.**

**THIS SECOND AMENDMENT** to the **PROFESSIONAL SERVICES AGREEMENT** (the “Second Amendment”) is entered into as of the 13th day of December, 2023 (the “Effective Date of Second 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**, 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~~ \$33,500 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 Second Amendment.

4. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall control.

---

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

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 Second Amendment but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

7. **Counterparts.** This Second 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 Second Amendment shall have the same force and effect as an original hereof.

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

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed as of the day and year Second stated above.

**CITY OF MIAMI SPRINGS**

**CONTRACTOR**

By: J.C. Jimenez  
J.C. Jimenez, ICMA-CM  
City Manager

By: \_\_\_\_\_  
Entity: Supreme Chemical and Pool Supply, Inc.

Attest:  
By: Erika Gonzalez  
Erika Gonzalez, MMC  
City Clerk



Approved as to form and legal sufficiency:  
By: Haydee Sera  
Weiss Serota Helfman Cole & Bierman, P.L.  
City Attorney

**Addresses for Notice:**  
City of Miami Springs  
Attn: City Manager  
201 Westward Drive  
Miami Springs, FL 33166  
305-805-5011 (telephone)  
jimenezjc@miamisprings-fl.gov (email)

**Addresses for Notice:**  
1915 NE 153<sup>rd</sup> Street  
North Miami Beach, FL 33162  
\_\_\_\_\_  
305-947-8954 (telephone)  
supremechemicals@bellsouth.net (email)

**With a copy to:**  
Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Haydee Sera, Esq.  
City of Miami Springs Attorney  
2800 Ponce de Leon Boulevard, 12<sup>th</sup> Floor  
Coral Gables, FL 33134  
hsera@wsh-law.com (email)

**With a copy to:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email)

**CONTRACTOR**

By:   
Entity: Supreme Chemical and Pool Supply, Inc.

**Addresses for Notice:**  
\_\_\_\_\_  
1915 NE 153<sup>rd</sup> Street  
\_\_\_\_\_  
North Miami Beach, FL 33162  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
305-947-8954 \_\_\_\_\_ (telephone)  
supremechemicals@bellsouth.net \_\_\_\_\_ (email)

**With a copy to:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (email)

**EXHIBIT A**



**EXHIBIT A**



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

**Estimate**

Date	Estimate #
11/14/2023	1381

Name / Address

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

Project

Description	Qty	Rate	Total
UN1791.HYPOCHLORITE SOLUTION (SODIUM HYPOCHLORITE), 8, III, LIQUID CHLORINE SINGLE GALLON, BULK	1	2.99	2.99T
***24 HR Hazardous Material Incident Emergency# Chemtel 1-800-255-3924(Contract# MIS0007699)***	0		
		<b>Subtotal</b>	\$2.99
www.supremechemical.com supremechemicals@bellsouth.net		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$2.99