

MEMORANDUM

DATE: November 15, 2021

TO: Russ Blackburn, City Manager

FROM: Shelby Dolan, Procurement Management Department

SUBJECT: Amendment for Name Change

CONTRACT: #20180167 Amendment #2
CONTRACT TITLE: Anti-Scalant A-102 Plus

CONTRACTOR NAME: Amaya Solutions, Inc. fka American Water
Chemicals, Inc.
VENDOR ADDRESS: 1802 Corporate Center Lane
CITY & STATE: Plant City, FL 33563

APPROVED BY COUNCIL: Not required

BACKGROUND INFORMATION: American Water Chemicals, Inc. currently has (2) awarded contracts with the City of Port St. Lucie. They have recently gone through a name change from American Water Chemicals, Inc. to Amaya Solutions, Inc. This Amendment is for the reassignment of the listed contracts above to placed under the new name Amaya Solutions, Inc. Attached is the Consent to Assignment and Assumption of Agreement.

Please sign one original and return to Shelby Dolan in Procurement Management Department.

Thank you.



"A City for All Ages"

CITY OF PORT ST. LUCIE
UTILITY SYSTEMS DEPARTMENT
900 SE Ogden Lane
Port St. Lucie, FL 34983
(772) 873-6400 – TDD Accessible
(772) 873-6405 – FAX

Stefanie Beskovoyne, Deputy Director

TO: RUSS BLACKBURN, CITY MANAGER
VIA: JESUS MEREJO, CHIEF ASSISTANT CITY MANAGER
THROUGH: BRAD MACEK, UTILITY SYSTEMS DIRECTOR *JB*
FROM: STEFANIE BESKOVYOYNE, DEPUTY DIRECTOR, UTILITY LEGAL AFFAIRS *SB*
SUBJECT: CONSENT TO ASSIGNMENT AND ASSUMPTION
DATE: NOVEMBER 9, 2021

Attached for your review and consideration is a Consent to Assignment and Assumption of Agreement between American Water Chemicals, Inc. and Amaya Solutions, Inc. for Contract #20160120 and #20180167.

Please execute the attached and return to my attention. If you have any questions, please contact me.

Thank you.
SB

Enclosure.

For Internal Use Only
After fully executed:

___ Sent to Procurement
___ Sent to Clerk for Image Director
___ Sent to Paladin for COI Tracking

PREPARED BY AND RETURN TO:
STEFANIE BESKOVOYNE, ESQ.
900 SE OGDEN LANE
PORT ST. LUCIE, FL 34983
SBESKOVOYNE@CITYOFPSL.COM

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF AGREEMENT**

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT ("Assignment") is entered into as of the 9th day of November 2021 ("Effective Date") by and among the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, whose mailing address is 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984 ("CITY"), **AMERICAN WATER CHEMICALS, INC.**, a foreign corporation whose address is 1802 Corporate Center Lane, Plant City, FL 33563 ("ASSIGNOR"), and **AMAYA SOLUTIONS, INC.**, a foreign corporation authorized to do business in the State of Florida whose mailing address is 1802 Corporate Center Lane, Plant City, FL 33563 ("ASSIGNEE"). CITY, ASSIGNOR and ASSIGNEE may also be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the CITY and ASSIGNOR entered into Contract No. 20160120 on July 29, 2016 for the supply of Zinc-orthophosphate for the water treatment facilities for the City of Port St. Lucie as well as other tasks and Contract No. 20180167 on July 23, 2018 for the supply of anti-scalant for the water treatment facilities for the City of Port St. Lucie as well as other tasks (collectively the "Agreement"); and

WHEREAS, ASSIGNOR and ASSIGNEE entered into a Bill of Sale and Assignment and Assumption Agreement, which transfers all of ASSIGNOR's right, title and interest in and to their assets to ASSIGNEE; and

WHEREAS, ASSIGNOR desires to assign all of its rights and interest in the Agreement to ASSIGNEE and ASSIGNEE desires to assume all of ASSIGNOR's obligations under the Agreement; and

WHEREAS, the City consents to the assignment of rights,

NOW THEREFORE, in consideration of the sum of ten dollars (\$10) mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and by this reference incorporated herein and made a part hereof.
2. All other terms and conditions of the Agreement between CITY and ASSIGNOR shall remain unchanged and in full force and effect.
3. ASSIGNEE has reviewed the terms of the Agreement and ASSIGNEE hereby assumes all rights and obligations under the Agreement and agrees to be bound thereby.
4. ASSIGNEE shall be liable to CITY in any action taken for violation of any condition or covenant contained within the Agreement.

IN WITNESS WHEREOF, the Parties are authorized to bind their respective entities and have affixed their hands and seals on the dates entered below.

[SIGNATURE PAGES FOLLOW]

AMERICAN WATER CHEMICALS, INC

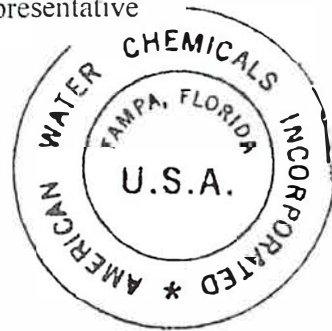
Sign: Broke M. Turner

Print: Brooke Farrer

By:

Authorized Representative

[SEAL]



STATE OF FLORIDA)
) ss
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 9 day of November 2021, by Rudy Canedo, as Treasurer of **AMERICAN WATER CHEMICALS, INC.**, who appeared via remote online notarization or ✓ in person and is personally known to me or produced as identification and did/did not take an oath.

NOTARY PUBLIC:



Breanna Clark
Notary Public
State of Florida
Comm# HH123298
Expires 4/27/2025

Signature of Notary Public

Breanna Clark

Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 04/27/2025

NOTARY SEAL/STAMP

ASSIGNEE:
AMAYA SOLUTIONS, INC

ATTEST:

Sign: Brooke H. Farrer

Print: Brooke Farrer

By:

Rudy Canezo
Authorized Representative

[SEAL]



STATE OF FLORIDA)
) ss
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9 day of November 2021, by Rudy Canezo as Treasurer for **AMAYA SOLUTIONS, INC.** who appeared via remote online notarization or ☒ in person and is personally known to me or produced as identification and did/did not take an oath.

NOTARY PUBLIC:



Breanna Clark
Notary Public
State of Florida
Comm# HH123298
Expires 4/27/2025

Breanna Clark
Signature of Notary Public

Breanna Clark
Print Name of Notary Public
Notary Public, State of Florida
My Commission expires 04/27/2025

NOTARY SEAL/STAMP

Consent to Assignment and Assumption of Agreement:

CITY:

ATTEST:

CITY OF PORT ST. LUCIE


Sally Walsh
City Clerk

By:


Russ Blackburn
City Manager

[SEAL]



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