

RESOLUTION NO. 2019-032

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE A THIRD AMENDMENT TO SERVICES AGREEMENT BETWEEN PROPERTY REGISTRATION CHAMPIONS, LLC, AND THE CITY OF HIALEAH, FLORIDA, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", FOR A TERM OF ONE YEAR COMMENCING ON APRIL 1, 2019 AND ENDING ON MARCH 31, 2020, WITH AN OPTION TO RENEW FOR A ONE YEAR TERM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 7, 2016, the City and ProChamps entered into a Services Agreement for the operation of a web-based registration system in connection with the City's Foreclosure Registry program ("Agreement");

WHEREAS, the Initial Term of the Agreement was for one year set to expire March 31, 2017, with an option to renew the Agreement for three (3) consecutive one-year terms, at the option of the City, upon receipt of a written notice from the City sixty (60) days prior to the expiration of the then current term;

WHEREAS, pursuant to Hialeah Resolution 2017-031 (April 11, 2017), the City and Champions entered into a First Amendment to extend the Term of the Agreement to expire on March 31, 2018;

WHEREAS, pursuant to Hialeah Resolution No. 2018-023 (March 13, 2018), the City, Champions and ProChamps entered into a Second Amendment to extend the Term of the Agreement to expire on March 31, 2019, reflect the assignment of all rights, obligations and responsibilities from Community Champion Corporation to ProChamps, and update the contract information for the City;

WHEREAS, ProChamps has performed all services in compliance with the Agreement as amended to the satisfaction of the City;

WHEREAS, ProChamps waives the notice required from the City to renew the Agreement;

WHEREAS, the City and ProChamps are interested in continuing their contractual relationship for the services, at the rate and under the conditions set forth in the Agreement as amended by the First Amendment and Second Amendment;

WHEREAS, the parties now wish to amend the Agreement to extend the Term of the Agreement to expire on March 31, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

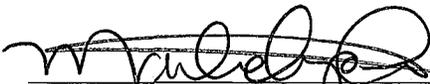
Section 2: The Mayor and the City Clerk, as attesting witness, are hereby authorized to execute, on behalf of the City, a Third Amendment to Services Agreement between Property Registration Champions, LLC and the City of Hialeah, Florida, in substantial conformity with the Agreement attached hereto and made a part hereof as Exhibit "1", for a term of one year commencing on April 1, 2019 and ending on March 31, 2020.

Section 3: This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 26 day of March, 2019

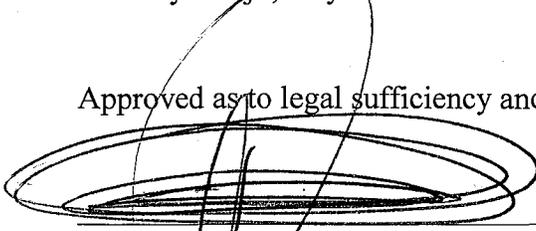

Vivian Casals-Muñoz
Council President

Attest: Approved on this 3 day of April, 2019.


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to legal sufficiency and as to form:



Lorena Bravo, City Attorney

Resolution was adopted by a 6-0-1 vote with Councilmembers, Caragol, Zogby, Lozano, Casals-Munoz, Garcia-Martinez and Cueva-Fuente voting "Yes", and with Councilmember Hernandez absent.

THIRD AMENDMENT TO SERVICES AGREEMENT

This is a Third Amendment (“Third Amendment”) is made and entered into on this ____ day of _____, 2019 (“Effective date”), by and between the City of Hialeah, a political subdivision of the State of Florida, 501 Palm Avenue, Hialeah, Florida 33010 (hereinafter referred to as "CITY"), and Property Registration ProChamps, LLC, a Florida Corporation, with offices at 2725 Center Place, Melbourne, FL 32940 (“ PRO CHAMPS”) (jointly the “Parties”). To the extent that any terms of this Third Amendment are inconsistent with any terms in the Agreement, the terms in this Third Amendment shall control.

WHEREAS, on April 7, 2016, the City and ProChamps entered into a Services Agreement for the operation of a web-based registration system in connection with the City’s Foreclosure Registry program (“Agreement”);

WHEREAS, the Initial Term of the Agreement was for one year set to expire March 31, 2017, with an option to renew the Agreement for three (3) consecutive one-year terms, at the option of the City, upon receipt of a written notice from the City sixty (60) days prior to the expiration of the then current term;

WHEREAS, pursuant to Hialeah Resolution 2017-031 (April 11, 2017), the City and Champions entered into a First Amendment to extend the Term of the Agreement to expire on March 31, 2018;

WHEREAS, pursuant to Hialeah Resolution No. 2018-023 (March 13, 2018), the City, Champions and ProChamps entered into a Second Amendment to extend the Term of the Agreement to expire on March 31, 2019, reflect the assignment of all rights, obligations and responsibilities from Community Champion Corporation to ProChamps, and update the contract information for the City;

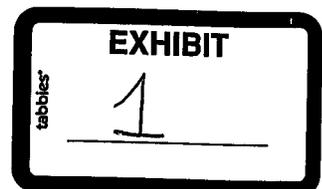
WHEREAS, ProChamps has performed all services in compliance with the Agreement as amended to the satisfaction of the City;

WHEREAS, ProChamps waives the notice required from the City to renew the Agreement;

WHEREAS, the City and ProChamps are interested in continuing their contractual relationship for the services, at the rate and under the conditions set forth in the Agreement as amended by the First Amendment and Second Amendment;

WHEREAS, the parties now wish to amend the Agreement to extend the Term of the Agreement to expire on March 31, 2020.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the Parties, with full



right and authority to enter into and fully perform, intending to be legally bound, agree as follows:

I. RECITALS: The foregoing recitals are true and correct and are hereby incorporated by reference as if fully set forth herein.

II. SECTION 2.0. TERM OF THE AGREEMENT, is hereby amended to extend the term of the Agreement by one year, and thereby changing the end date of the Agreement from March 31, 2019 to March 31, 2020.

III. Except as expressly modified by this Third Amendment, Second Amendment and the First Amendment, the Agreement remains unmodified and in full force and effect. Any future reference to the "Agreement" shall be deemed to be a reference to the Agreement, as amended by this Third Amendment, Second Amendment and the First Amendment.

IV. This Third Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

(Remainder of page left blank intentionally. Signature page follows immediately)

