

RESOLUTION NO. 2018-023

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 SECOND AMENDMENT TO SERVICES AGREEMENT BETWEEN COMMUNITY CHAMPIONS CORPORATION, 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, 2018 AND ENDING ON MARCH 31, 2019, WITH AN OPTION TO RENEW FOR A ONE YEAR TERM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 7, 2016, the CITY and CHAMPIONS 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, the CITY and CHAMPIONS entered into a First Amendment to extend the Term of the Agreement to expire on March 31, 2018;

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

WHEREAS, CHAMPIONS waives the notice required from the CITY to renew the Agreement;

WHEREAS, the CITY and CHAMPIONS 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;

WHEREAS, pursuant to Section 10.0 of the Agreement, CHAMPIONS intends to assign all of its rights, obligations and responsibilities under the Agreement to PRO CHAMPS; and

WHEREAS, the Parties wish to amend the Agreement to extend the Term of the Agreement to expire on March 31, 2019, and reflect an assignment from CHAMPIONS to PRO CHAMPS, under the terms and conditions of the Agreement, as amended by the First Amendment and this Second Amendment.

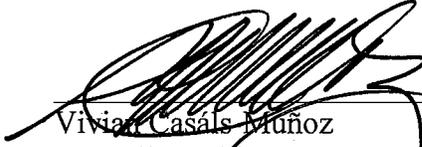
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

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 Second Amendment to Services Agreement between Community Champions Corporation, 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, 2018 and ending on March 31, 2019, with an option to renew for two consecutive one-year terms.

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 13 day of March, 2018

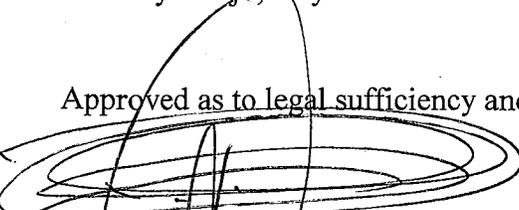

Vivian Casals Muñoz
Council President

Attest: Approved on this 19 day of March, 2018.


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 5-0-2 vote with Councilmembers, Caragol, Zogby, Lozano, Casals-Munoz, and Hernandez voting "Yes" with Garcia-Martinez not present and Cue-Fuente being absent.

SECOND AMENDMENT TO SERVICES AGREEMENT

This is a Second Amendment ("Second Amendment") is made and entered into on this _____ day of _____, 2018 ("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"), Community Champions Corporation, a Florida Corporation, with offices at 2725 Center Place, Melbourne, FL 32940 ("CHAMPIONS"), and Property Registration Champions, 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 Second Amendment are inconsistent with any terms in the Agreement, the terms in this Second Amendment shall control.

WHEREAS, on April 7, 2016, the CITY and CHAMPIONS 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, the CITY and CHAMPIONS entered into a First Amendment to extend the Term of the Agreement to expire on March 31, 2018;

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

WHEREAS, CHAMPIONS waives the notice required from the CITY to renew the Agreement;

WHEREAS, the CITY and CHAMPIONS 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;

WHEREAS, pursuant to Section 10.0 of the Agreement, CHAMPIONS intends to assign all of its rights, obligations and responsibilities under the Agreement to PRO CHAMPS; and

WHEREAS, the Parties wish to amend the Agreement to extend the Term of the Agreement to expire on March 31, 2019, and reflect an assignment from CHAMPIONS to PRO CHAMPS, under the terms and conditions of the Agreement, as amended by the First Amendment and this Second Amendment.

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, 2018 to March 31, 2019.

III. SECTION 19.0. NOTICE, is hereby amended to remove Violeta Blanco as the contact person for the City of Hialeah, and include Alexis Riveron, Building Official, 501 Palm Avenue, 2nd Floor, Hialeah, Florida 33010, as contact person to be notified on behalf of the City.

IV. PRO CHAMPS understands and agrees to assume all of CHAMPIONS' interest, rights, duties and responsibilities pursuant to the Agreement, as amended. Notwithstanding anything to the contrary contained herein, the exercise by PRO CHAMPS of any of its rights and obligations pursuant to the Agreement shall not release CHAMPIONS from its obligations to the CITY under the Agreement, should PRO CHAMPS fail to perform them.

V. Except as expressly modified by this 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 Second Amendment and the First Amendment.

VI. This Second 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)

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment, as attested to by the signature of their duly authorized officers or representatives and their official seals affixed hereon, the day and year first above written.

CITY OF HIALEAH, FLORIDA
501 Palm Avenue
Hialeah, Florida 33010
Authorized signature on behalf of the CITY

Attest:

Marbelys Fatjo Date
City Clerk
(SEAL)

Mayor Carlos Hernandez Date

Approved as to form and legal sufficiency:

Lorena E. Bravo, City Attorney

Authorized signature for

COMMUNITY CHAMPIONS CORPORATION,
a Florida Corporation

By: _____
David Mulberry as CEO
Date: _____

Attest Witness:
Signature _____
Name _____
Date: _____

CORPORATE SEAL

State of _____
County of _____

Sworn to and subscribed before me on this ____ day of _____, 2018, by

____ Personally known or ____ Produced valid photo identification

Commission: _____
Notary Public, State of Florida

PROPERTY REGISTRATION CHAMPIONS, LLC,
a Florida Corporation

By: _____
Danielle Kieselhorst as Director of Operations
Date: _____

Attest Witness:
Signature _____
Name _____
Date: _____

CORPORATE SEAL

State of _____
County of _____

Sworn to and subscribed before me on this ____ day of _____, 2018, by

____ Personally known or ____ Produced valid photo identification

Commission: _____
Notary Public, State of Florida