

RESOLUTION NO. 2018-041

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 THE FIRST AMENDMENT TO PAYMENT COLLECTION AND REMITTANCE AGREEMENT WITH AMSCOT CORPORATION, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED AND MADE A PART HEREOF AS EXHIBIT "1", TO MODIFY THE TERM OF THE AGREEMENT AND THE ADMINISTRATIVE FEE TO BE PAID BY THOSE CUSTOMERS WHO CHOOSE TO USE AMSCOT'S SERVICES, FOR A TERM OF FIVE YEARS, COMMENCING ON MAY 1, 2018; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Biller and Amscot entered into a Payment Collection and Remittance Agreement dated April 5th, 2013, as amended by the Renewal of Payment Collection and Remittance Agreement dated May 9th, 2016 (collectively referred to as the "Agreement") whereby, the Biller which is engaged in providing water, wastewater and reclaimed water services (the "Services") retained Amscot to collect cash payments for the Services (the "Payments") from the customers (the "Customers") and remit them electronically to Biller; and

WHEREAS, the Parties desire to enter into this Amendment for the purposes of modifying the term of the Agreement as well as the administrative fee to be paid by those Customers who choose to use Amscot's facilities to make Payments for the Services.

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

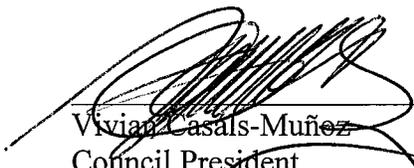
Section 1: The Recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

Section 2. The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to execute a Payment Collection and Remittance Agreement with Amscot Corporation, in substantial conformity with the Agreement attached and made a part hereof as Exhibit "1", to modify the term of the Agreement and the administrative fee to be paid by those Customers who choose to use Amscot's services, for a term of five years, commencing on May 1, 2018. All action taken to date by officers and

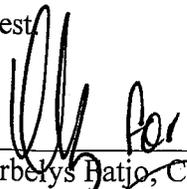
employees of the City in furtherance of the performance of this Agreement is hereby approved, confirmed and ratified.

Section 3: This resolution shall become effective upon signature of the Mayor of the City of Hialeah, Florida 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 8 day of May, 2018.

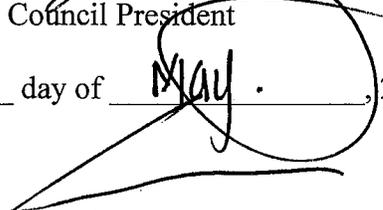

Vivian Casals-Muñoz
Council President

Attest

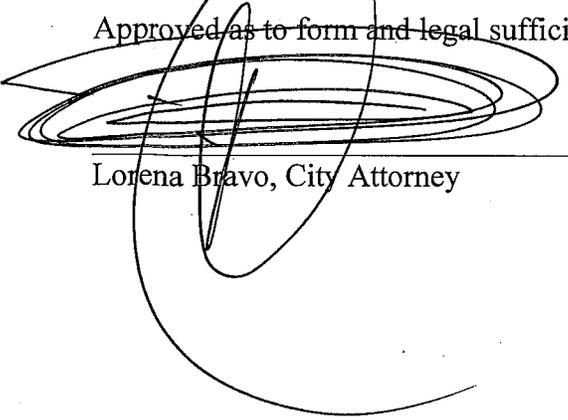


Marbelys Batjo, City Clerk

Approved on this 14 day of May, 2018.


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:



Lorena Bravo, City Attorney

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

FIRST AMENDMENT TO PAYMENT COLLECTION AND REMITTANCE AGREEMENT

This First Amendment (the "Amendment") to the Payment Collection and Remittance Agreement ("Agreement") is made this ____ day of May, 2018, by and between Amscot Corporation, 600 North Westshore Boulevard, Suite 1200, Tampa, FL 33609-1117 ("Amscot") and The City of Hialeah, 501 Palm Avenue, Hialeah, FL 33010 ("Biller"). Amscot and Biller are sometimes referred to herein as the "Parties."

WHEREAS, the Biller and Amscot entered into a Payment Collection and Remittance Agreement dated April 5th, 2013, as amended by the Renewal of Payment Collection and Remittance Agreement dated May 9th, 2016 (collectively referred to as the "Agreement") whereby, the Biller which is engaged in providing water, wastewater and reclaimed water services (the "Services") retained Amscot to collect cash payments for the Services (the "Payments") from the customers (the "Customers") and remit them electronically to Biller; and

WHEREAS, Amscot is registered with and authorized by the State of Florida under the provisions of Chapter 560, Florida Statutes, to act as a funds transmitter and is desirous of collecting the Payments from Customers and remit them electronically to Biller.

WHEREAS, the Parties desire to enter into this Amendment for the purposes of modifying the term of the Agreement as well as the administrative fee to be paid by those Customers who choose to use Amscot's facilities to make Payments for the Services.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Except as otherwise set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.
2. Effective upon the date of this Amendment, Section 2 of the Agreement shall be deleted in its entirety and the following shall be inserted in its place:

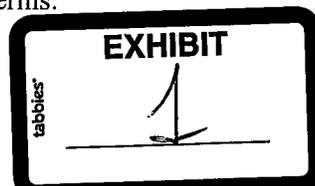
"2. COMPENSATION

Amscot shall charge Customers who choose to utilize Amscot's services an administrative fee as outlined below (the "Fee") for each of the Payments collected. Amscot shall collect such Fee from Customers at the time the Payments are collected.

Effective Date of Amendment – 4/30/2019 \$1.50
5/1/2019 – 4/30/2020 \$1.75
5/1/2020 – 4/30/2021 \$2.00
5/1/2021 – 4/30/2022 \$2.25
5/1/2022 – 4/30/2023 \$2.50"

3. Section 6(a) shall be deleted in its entirety and replaced with the following:

"(a) This Agreement shall be effective upon approval of any execution by Amscot and Biller, should the dates of execution differ, the latter date will take precedence. This Agreement shall remain in effect for a period of five (5) years unless terminated by the parties in accordance with these provisions. Unless terminated, the Agreement shall automatically renew for additional one (1) year terms."



4. This First Amendment shall not otherwise alter or affect the rights or remedies of the Parties, and shall be interpreted and enforced as if jointly prepared by the Parties and not construed more strictly against one Party than the other.
5. This First Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement, as of the date first above written.

AMSCOT CORPORATION

CITY OF HIALEAH

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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WHEREAS, the Billor and Amscot entered into a Payment Collection and Remittance Agreement dated April 5th, 2013, as amended by the Renewal of Payment Collection and Remittance Agreement dated May 9th, 2016 (collectively referred to as the "Agreement") whereby, the Billor which is engaged in providing water, wastewater and reclaimed water services (the "Services") retained Amscot to collect cash payments for the Services (the "Payments") from the customers (the "Customers") and remit them electronically to Billor; and

WHEREAS, Amscot is registered with and authorized by the State of Florida under the provisions of Chapter 560, Florida Statutes, to act as a funds transmitter and is desirous of collecting the Payments from Customers and remit them electronically to Billor.

WHEREAS, the Parties desire to enter into this Amendment for the purposes of modifying the term of the Agreement as well as the administrative fee to be paid by those Customers who choose to use Amscot's facilities to make Payments for the Services.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Except as otherwise set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.
2. Effective upon the date of this Amendment, Section 2 of the Agreement shall be deleted in its entirety and the following shall be inserted in its place:

"2. COMPENSATION

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4. This First Amendment shall not otherwise alter or affect the rights or remedies of the Parties, and shall be interpreted and enforced as if jointly prepared by the Parties and not construed more strictly against one Party than the other.

5. This First Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement, as of the date first above written.

AMSCOT CORPORATION

By: [Signature]
Name: Ernest M. [Signature]
Title: President & CEO
Date: 5/1/2016

CITY OF HIALEAH

By: _____
Name: _____
Title: _____
Date: _____

Approved
Amscot Corporation
Legal
By: [Signature]
Date: 5/1/16