

FIRST AMENDMENT TO AGREEMENT

between

BROWARD COUNTY

and

INKTEL GOVERNMENT BPO SERVICES, LLC.

to

OPERATE THE CALL CENTER FOR
PARATRANSIT TRANSPORTATION SERVICES

CONTRACT #C1240001B1

This is a First Amendment to an Agreement ("First Amendment"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

INKTEL GOVERNMENT BPO SERVICES, LLC, a Florida corporation, hereinafter referred to as "INKTEL," (collectively referred to as "Parties").

WITNESSETH

WHEREAS, the Parties entered into Contract Number for INKTEL to operate the Call Center for Paratransit Transportation Services ("Agreement"); and

WHEREAS, the Initial Term of the Agreement is from January 1, 2015 through December 31, 2017, and the Agreement includes two (2) one (1) year Renewal Options; and

WHEREAS, the Parties acknowledge that, due to increased demand during the Initial term of the Agreement, the call center has received substantially more calls than projected in the solicitation; and

WHEREAS, the COUNTY desires to exercise the first Renewal Option; and

WHEREAS, the Parties desire to modify the Agreement to increase the compensation; and

WHEREAS, this First Amendment is reasonable and necessary and in the best interest of the public; NOW, THEREFORE,

In consideration of the mutual terms and conditions, promises, and covenants set forth herein, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Renewal - The First Renewal Term shall begin on January 1, 2018, and shall end on December 31, 2018.
3. Compensation –The COUNTY will pay INKTEL for services actually performed, up to a maximum not to exceed Two Million, Two Hundred Nine Thousand, Three Hundred Fifty Two Dollars (\$2,209,352) at a rate of Two Hundred Seventy Seven Dollars (\$277) per hour for up to 7,976 hours.
4. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties acknowledge that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
5. Preparation of this First Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
6. Except as provided for in this First Amendment, the terms and conditions set forth in the Agreement shall remain in force and effect.
7. This First Amendment shall be effective upon full execution by the Parties.
8. This First Amendment may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.
9. Each individual executing this First Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Words in ~~struck-through~~ type are deletions from existing text.
Words in underscored type are additions to existing text

IN WITNESS WHEREOF, the Parties have made and executed this First Amendment to Agreement to Operate the Call Center for Paratransit Transportation Services on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action of the 14th day of November 2017, and INKTEL GOVERNMENT BPO SERVICES, LLC., signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through its Board of County Commissioners

Signature

By _____
Mayor

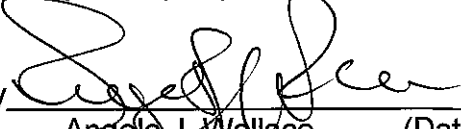
Print/Type Name

____ day of _____, 2017

Signature

Print/Type Name

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

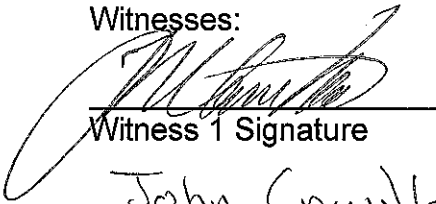
By  11/9/17
Angela J. Wallace (Date)
Deputy County Attorney

AJW/wp
1st Amendment Inktel Paratransit Call Center.doc
11/08/17
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FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND INKTEL
GOVERNMENT BPO SERVICES, LLC, FOR PARATRANSIT CALL CENTER
SERVICES

INKTEL GOVERNMENT BPO SERVICES, LLC

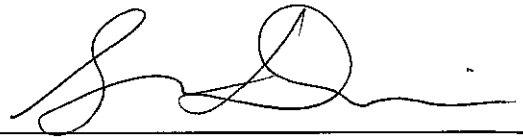
Witnesses:


Witness 1 Signature

John Cavillo
Witness 1 Print/Type Name


Witness 2 Signature

George Seth Platt
Witness 2 Print/Type Name

By: 

Printed Name: Summer Dennis

Title: President and COO

(CORPORATE SEAL)