

**THIRD AMENDMENT TO CONTRACT NO. C124001B1 BETWEEN
BROWARD COUNTY AND INKTEL GOVERNMENT BPO SERVICES, LLC,
FOR THE CALL CENTER SERVICES**

This Third Amendment to the Contract (“Third Amendment”) between Broward County (“County”), and Inktel Government BPO Services, LLC., (“Contractor”), (each a “Party” and collectively the “Parties”).

RECITALS

A. The Parties entered into Contract No. C1240001B1, dated November 12, 2014, which provided for the Contractor to operate the call center for Paratransit transportation services.

B. On November 15, 2017, the Parties entered into a First Amendment to the Contract to exercise the first Renewal Option and increase the Contractor’s compensation.

C. On December 31, 2018, the Parties entered into a Second Amendment to the Contract applying the amended living wage rate to the Contract and exercised the second Renewal Options extending the term of the Contract through December 31, 2019.

D. On October 30, 2019, pursuant to Section 7 of the Contract, the Director of Purchasing extended the term of the Contract for ninety (90) days, through March 30, 2020, to allow time for the County to conduct a new solicitation to procure the services of a qualified firm to provide call center services under a new contract.

E. The Parties desire to extend the term of the Contract on a month-to-month basis, at the current rate of compensation, to allow the County to complete the solicitation.

F. This Third Amendment is reasonable and necessary and in the best interest of the public.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Contract remain in full force and effect.
2. The term of the Contract is extended on a month-to-month basis to allow the County sufficient time to conduct a solicitation to procure the services of a qualified firm to provide call center services under a new contract.
3. The Contractor shall continue to provide call center services upon the same terms and conditions during the month-to-month extension.

4. After the solicitation for a new call center contract is completed, the Director of Purchasing may terminate this Contract for convenience. Termination for convenience shall be effective on the termination date stated in written notice provided by the Director of Purchasing, which termination date shall be not less than thirty (30) days after the date of such written notice.
5. The effective date of this Third Amendment shall be the date of complete execution by both Parties. This Third Amendment, together with the previous amendments and the Contract, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the previous amendments and the Contract, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Third Amendment that is not contained in this written document or the Contract.
6. This Third Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract.
7. Each individual executing this Third Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Third Amendment, duly authorized by all necessary and appropriate action to execute this Third Amendment on behalf of such party and does so with full legal authority.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment to Contract: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2020, and the Inktel Government BPO Services, LLC., signing by and through its President/COO, duly authorized to execute same.

BROWARD COUNTY

WITNESS:

Broward County, by and through
its Board of County Commissioners

(Signature)

By _____
Mayor

(Print Name of Witness)

____ day of _____, 2020.

(Signature)

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

(Print Name of Witness)

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW
Third Amendment Inktel
02/20/2020

THIRD AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND INKTEL GOVERNMENT BPO SERVICES, LLC, FOR
CALL CENTER SERVICES

CONTRACTOR

INKTEL GOVERNMENT BPO
SERVICES, LLC.

WITNESS:

Signature

Print Name of Witness

Signature

Print Name of Witness

By _____
Summer Dennis, President/COO
____ day of _____, 2020.

ATTEST:

(CORPORATE SEAL OR NOTARY)