

**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND INKTEL GOVERNMENT BPO SERVICES LLC
FOR PARATRANSIT CALL CENTER SERVICES**

This Second Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Inktel Government BPO Services LLC, a Florida limited liability company ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Paratransit Call Center Services Agreement, effective January 7, 2022 (the "Original Agreement"), to provide paratransit call center services for the Broward County Transportation Department (BCT).

B. The Original Agreement was amended by a First Amendment, dated February 22, 2023, which adjusted unit prices and paid time off requirements. The Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the "Agreement."

C. This Amendment increases the Not-To-Exceed amount to allow additional Year 5 agent hours and extends the Term for twelve months.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Final Extension. The Parties acknowledge that the Initial Term and both Extension Terms available under Section 4.2 of the Agreement have been exercised and that this Amendment further extends the Term beyond what Sections 4.2 and 4.3 of the Agreement otherwise permit. Section 4.1 of the Agreement is amended to extend the Term through January 6, 2028 (the "Final Extension"), unless earlier terminated in accordance with the Agreement.

4. Section 5.1 of the Agreement is amended as follows:

5.1. Maximum Amounts. For all Services provided under this Agreement, ~~including during the two (2) Extension Terms and any additional extension,~~ **including during the Initial Term, the two Extension Terms, the additional extension under Section 4.3, and**

the Final Extension, County will pay Contractor up to a maximum amount as follows:

Services	Not-To-Exceed Amount
Total Fixed Costs	\$5,029,235.97 <u>\$6,415,264.77</u>
Total Agent Hour Costs	\$13,605,506.86 <u>\$19,448,443.77</u>
TOTAL NOT TO EXCEED	\$18,634,742.83 <u>\$25,863,708.54</u>

Payment shall be made only for Services actually performed and completed pursuant to this Agreement as set forth in Exhibit B ("Payment Schedule"), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for ~~work under this Agreement~~ **Services**. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services.

5. Exhibit A, Section 3.3 of the Agreement is amended by adding the following new subsection:

3.3.1 Minimum Operational Staffing for Year 6. In addition to the Key Management staff identified in Section 3.2, during Year 6 of the Term, Contractor shall maintain operational staffing as follows:

- (a) Contractor shall maintain a minimum one-to-twenty (1:20) supervisor-to-Agent ratio across all hours of operation;
- (b) beginning in Year 6, Contractor shall add two new Supervisors;
- (c) beginning in Year 6, Contractor shall add new two Scheduling Specialists, with Scheduling Specialist coverage maintained at levels sufficient to support continued compliance with Wait List Performance Standards; and
- (d) the Staffing Plan required under Section 3.3 shall be updated to reflect these requirements and submitted to County within 30 days of the Effective Date of this Amendment.

6. Exhibit B (Payment Schedule) of the Agreement is amended to add the following rates for Year 6.

Fee	Year 6 (January 7, 2027 – January 6, 2028)
Fixed Cost (Monthly)	\$115,502.40
Fixed Cost (Final Extension Total)	\$1,386,028.80
Agent Hour Price	\$31.91
Agent Hours (Estimated)	145,501
Total Agent Hour Costs	\$4,642,936.91

(Estimated)	
Estimated Total Cost	\$6,028,965.71

All other terms and provisions of Exhibit B remain in full force and effect.

7. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

8. Entities of Foreign Concern. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of this Amendment, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

9. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

10. Section 125.595 Compliance. Contractor represents and warrants that the Services provided under this Agreement do not constitute or relate to diversity, equity, or inclusion. Contractor is expressly prohibited from using any funds provided by County or under this Agreement to promote diversity, equity, or inclusion initiatives, or for any program or activity that relates to diversity, equity, or inclusion. As a condition precedent for entry into this Agreement, Contractor certifies that Contractor does not and will not use County or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion. As used herein, "diversity, equity, or inclusion" has the meaning set forth in Section 125.595(1)(b), Florida Statutes. This section does not prohibit Contractor from engaging in any activity permitted by Section 125.595, Florida Statutes, including but not limited to any action required for compliance with state or federal laws or regulations.

11. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor

further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

12. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section. To the extent requested by County, Contractor shall promptly investigate and provide a written report to County regarding any use of generative artificial intelligence by Contractor or its Subcontractors in connection with the services that County reasonably determines adversely impacts County, and shall use commercially reasonable efforts to promptly remediate any actual adverse impact to County and discontinue or modify such use to prevent further adverse impact.

13. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform services, Contractor shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

14. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment.

Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

15. Preparation of this 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.

16. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County relating to the Agreement including as amended herein.

17. The effective date of this Amendment shall be the date of complete execution by the Parties.

18. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties have made and executed this Amendment: 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 _____, 2026; and _____, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2026

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

By Mckillop Erlandson 
Mckillop Erlandson (Date)
Assistant County Attorney

By Douglas Gonzales 
Douglas R. Gonzales (Date)
Senior Assistant County Attorney

**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND INKTEL GOVERNMENT BPO SERVICES LLC
FOR PARATRANSIT CALL CENTER SERVICES**

CONTRACTOR

By: 
Authorized Signer

Luis Gonzalez - Chief Operating Officer

Print Name and Title

24th day of July, 2026