

**FIRST AMENDMENT TO AGREEMENT
FOR CALL CENTER SUPPORT SERVICES**

THIS FIRST AMENDMENT to the Agreement for Call Center Support Services (“Amendment”) is made as of _____, by and between the **City of Lake Worth Beach** (“CITY”) and **ENCO Utility Services, LLC**, a limited liability company registered to do business in the State of Florida (“CONTRACTOR”).

WHEREAS, on February 1, 2021, the City of Homestead competitively solicited and awarded a Call Center Support Services agreement to the CONTRACTOR (“Homestead Contract”); and

WHEREAS, based on the Homestead Contract, the CITY on December 20, 2021 entered into an Agreement with the CONTRACTOR to provide Call Center Support Services to the CITY (“Agreement”); and

WHEREAS, while the Homestead Contract is being renewed, the CONTRACTOR informed the City that **after April 30, 2024**, it will not continue to extend the same terms and conditions under the Homestead Contract to the CITY and have submitted a revised rate schedule to the CITY for the CONTRACTOR to continue to provide Call Center Support Services to the CITY; and

WHEREAS, the CITY’s Electric Utility department is in need of Call Center Support Services on daily basis and does not have any alternative services option at this time; and

WHEREAS, the CITY estimates it will take it at least twelve (12) months to competitively solicit a new Call Center Support Services provider and implement the same; and

WHEREAS, the CITY has reviewed the CONTRACTOR’s revised rate schedule and determined that the increase is acceptable given the circumstances; and

WHEREAS, the CITY in accordance with the City’s procurement code, section 2-112 (g), CITY may waive the competitive selection procedures if the goods and/or services sought cannot reasonably be acquired through the normal competitive selection process due to insufficient time; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Term of Agreement.** The parties agree that the term of the Agreement is hereby extended to May 1, 2025, unless earlier terminated as stated in the Agreement.

3. **Compensation.** The parties agree that the compensation to be paid by the CITY to the CONTRACTOR under this Amendment is set forth in **Exhibit "A"**, which is attached hereto and incorporated herein.

4. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

5. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement for Call Center Support Services on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: ENCO Utility Services, LLC

[Corporate Seal]

By: Katherine L. Demeritte

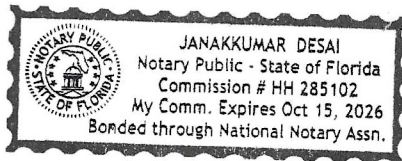
Print Name: Katherine L. Demeritte

Title: Sr. V.P. Customer Service

STATE OF FLORIDA)
COUNTY OF MARION)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 11th day of APRIL 2024, by KATHERINE L. DEMERITTE as the Sr. V.P. CUSTOMER SERVICE [title] of ENCO Utility Services, LLC a Delaware Limited Liability Company authorized to do business in the State of Florida, who is personally known to me or who has produced FLORIDA DRIVER'S LIC as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:



Janus

Notary Public Signature

Exhibit "A"
Contractor's Proposal



572 Appleyard Dr. – Suite E, Tallahassee, FL 32304

www.encous.com

Nannette McTeague
 Customer Service Manager – Utilities Customer Service
 City of Lake Worth Beach
 414 Lake Avenue
 Lake Worth Beach, FL 33460

Via email: nmcteague@lakeworthbeachfl.gov

April 03, 2024

Good afternoon, Nannette,

As requested, I've reviewed the pricing with our financial team. We've revisited all the numbers and have agreed to reduce the cost per minute to \$2.08. This is a 12.5% decrease on the previous numbers.

Since the advent of COVID we have tried to maintain our service levels while keeping our annual price increases significantly below what it costs us to provide those services. We value our relationship and would like to continue to be your provider, however we cannot continue to sustain the losses we have experienced over the last four years.

CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U)

ALL ITEMS (1982-84=100)	South											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Consumer Price Index												
2014	227.673	228.666	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.645	228.451
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029	234.204
2017	235.492	236.052	236.156	236.728	236.774	237.346	236.942	237.692	239.649	239.067	238.861	238.512
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.695	243.640	244.163	243.484	242.130
2019	242.547	243.896	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385	247.289
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255	250.692
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360	269.263
2022	271.634	274.000	270.590	279.079	283.507	287.427	287.608	287.168	287.638	288.838	288.991	288.205
2023	290.438	292.285	293.358	295.315	295.889	296.769	297.279	298.975	299.657	299.394	298.930	298.754
2024	300.421	303.144										

The proposed pricing will remain in effect for one year and may increase no more than 6% annually.

We truly appreciate you and look forward to continuing our relationship with the City of Lake Worth Beach.

Sincerely,

Katherine L. Demeritte
 SVP Customer Services
demeritte@encous.com