

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Fire Department
AGENDA DATE: February 8, 2010
CONTACT PERSON NAME
AND PHONE NUMBER: Chief Diana Kirk, Assistant Police Chief – Communications, (915)832-6892
Otto Drozd – Fire Chief, El Paso Fire Dept. (915) 771-1000

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign a Services Agreement between the City of El Paso and Outsource Connection for temporary part-time 911 non-emergency call center personnel in an amount not to exceed FORTY-FIVE THOUSAND ONE HUNDRED SIXTY THREE DOLLARS AND 34/100 (\$45,163.34).

BACKGROUND / DISCUSSION:

Due to staffing turnover and shortages, emergency call personnel were being diverted to also handle non-emergency calls. In order to avoid negatively impacting emergency responses to emergency calls and potentially impacting public health and safety it was determined a remedy would be to hire temporary support services and allow the City's procurement process to be used.

In June, Outsource Connection was engaged to provide temporary personnel support for Communications under the City Manager's Purchasing Authority for services under \$50,000. This authorization for temporary interim services is exempt under Local Government Code Section 252.022(a)(2) because it was necessary to engage these services in order to protect the public health and safety of El Paso residents.

Services continued to be provided by Outsource Connection from July 19, 2010 through August 23, 2010, and the company is seeking payment for these services in the amount of \$45,163.34.

PRIOR COUNCIL ACTION:

On the August 24, 2010 City Council authorized the City Manager to sign a Services Agreement by and between the City of El Paso and Outsource Connection. Total contract was not to exceed \$175,000.00 and was for four months from August 24, 2010 through December 23, 2010.

On October 12, 2010 City Council authorized the City Manager to extend the term of the agreement from December 24, 2010 through April 23, 2011 and authorized a \$250,000.00 increase to the contract for a total not to exceed amount of \$425,000.00

AMOUNT AND SOURCE OF FUNDING:

Amount: \$ 45,163.34 Fund: 01101 Dept ID: 22010311 Account: 501030 Project: N/A
Funding Source: Temporary Services Contract; no Budget Transfer required.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Services Agreement between the City of El Paso and Outsource Connection for temporary part-time 911 non-emergency call center personnel in an amount not to exceed FORTY-FIVE THOUSAND ONE HUNDRED SIXTY THREE DOLLARS AND 34/100 (\$45,163.34).

ADOPTED this _____ day of _____, 2011.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:

 *Acting Fire Chief 1/25/11*

Otto Drozd, III
Fire Chief

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SERVICES AGREEMENT FOR
OUTSOURCE CONNECTION**

This Services Agreement (hereinafter "Agreement") is entered into this ___ day of February, 2011, by and between the **City of El Paso**, a Texas municipal corporation located in El Paso, Texas, referred to in this Agreement as "CITY," and **Outsource Connection**, a Texas corporation authorized to do business in Texas, referred to in this Agreement as "CONTRACTOR."

RECITALS

WHEREAS, on about August 24, 2010, the City entered into a Services Agreement ("Agreement") with Contractor to answer non-emergency calls dialed to the 911 call center for Police and Fire/Medical Services and miscellaneous City Services (the "Services"); and

WHEREAS, on about October 12, 2010, the City amended the Agreement in order to extend the term of the Agreement until April 23, 2011 (the "Amendment") and to increase the compensation amount; and

WHEREAS, the CONTRACTOR has provided unpaid Services to the City of El Paso from July 19, 2010 through August 23, 2010 in the amount of \$45,163.34; and

WHEREAS, the Texas Local Government Code Section 252.022(a)(2) permits the CITY to contract for these services because it is necessary to preserve or protect the public health or safety of the municipality's residents; and

NOW THEREFORE, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties hereby agree to the following terms and conditions:

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for the period commencing July 19, 2010 and ending August 23, 2010.

Section 1.2 Termination. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF CONTRACTOR

Section 2.1 Services. CONTRACTOR has provided the Services, more specifically described in Exhibit A, Scope of Services, attached hereto and incorporated into this Agreement for all purposes. The contract is non-exclusive, as the City reserves the right to contract with other entities for these or similar services.

Section 2.2 Insurance. CONTRACTOR was required to provide and maintain insurance in the amounts required by the contract existing between the parties pursuant to the parties' contract dated August 24, 2010.

Section 2.3 Use of Independent Contractors and Subcontractors. Personnel provided to CITY are employees of CONTRACTOR and are subject to CONTRACTOR'S standard screening process, as well as additional qualifications as required in this Agreement. If CONTRACTOR deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, CONTRACTOR will notify CITY in writing of its intent to use subcontractors and will obtain written approval from CITY. CONTRACTOR will ensure that any subcontractor will comply with all applicable terms of this Agreement. CONTRACTOR will provide written notification to CITY if it becomes necessary for CONTRACTOR to utilize independent contractors to fulfill its staffing obligations to CITY. Any Personnel provided to CITY by an independent contractor will be subject to the same qualifications as CONTRACTOR employees.

Section 2.4 Employment and Taxes. CONTRACTOR will follow its standard employment policies and procedures to verify that all Personnel meet all applicable employment legal requirements. CONTRACTOR, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance.

ARTICLE 3. MUTUAL RESPONSIBILITIES

Section 3.1 Non-discrimination. Neither CONTRACTOR nor CITY will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 4. COMPENSATION

Section 4.1 Invoicing. CONTRACTOR will supply Personnel under this Agreement in the amount listed in Exhibit B, Compensation. CONTRACTOR shall submit invoices to CITY for the services rendered to the CITY. Invoices will be submitted to the following address:

City of El Paso Department of Public Health
5115 El Paso
El Paso, Texas 79905
ATTN: Administrative Services Manager

Section 4.2 Payment. The Contractor shall be paid for the services under this Agreement a total amount not to exceed FORTY-FIVE THOUSAND ONE HUNDRED SIXTY-THREE AND 34/100 DOLLARS (\$45,163.34) as set forth in the fee schedule attached hereto as Attachment B.

All amounts due to CONTRACTOR are due and payable within thirty (30) days from the date of the full execution of this Agreement. CITY will send all payments to the address set forth on the CONTRACTOR'S invoice.

All payments by the CITY under this Agreement are payable only out of current City of El Paso revenues. In the event that funds relating to this Agreement do not become available, such as by City Council not appropriating the funds, the CITY shall have no obligation to pay or perform any services related herein to CONTRACTOR for the City's fiscal year during which time such funding is not available or appropriated. Should CITY experience a funding unavailability, either party may choose to terminate the Agreement subject to Section 1.2 above.

Section 4.3 Late Payment. Any payment not paid by CITY to CONTRACTOR within thirty (30) days from the date of the full execution of this Agreement will incur a late payment fee equal to five percent of the amount past due and will accrue interest in an amount equal to the rate computed pursuant to the provisions of Texas Government Code Section 2251.025 (Payment of Goods and Services) which governs the City of El Paso.

ARTICLE 5. GENERAL TERMS

Section 5.1 Independent Contractors. CONTRACTOR and CITY are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each

other solely for the purpose of carrying out the terms of this Agreement. Neither CONTRACTOR nor CITY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 5.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 5.3 Indemnification. BY ACCEPTANCE OF THIS AGREEMENT, THE CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY (INCLUDING DEATH) ALLEGED TO HAVE BEEN RECEIVED OR SUFFERED AS A RESULT OF OR ARISING OUT OF THE OPERATIONS OF THE CONTRACTOR OR ITS AGENTS, SUBCONTRACTORS, CONSULTANTS AND EMPLOYEES, OR IN THE PERFORMANCE OF THIS AGREEMENT.

Section 5.4 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Section 5.5 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 5.6 Entire Contract; Counterparts. This Agreement constitutes the entire contract between CITY and CONTRACTOR regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties.

Section 5.7 Compliance with Laws. CONTRACTOR agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, CONTRACTOR reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 5.8 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 5.9 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws.

(Signature Page to follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SERVICES AGREEMENT FOR
OUTSOURCE CONNECTION**

(Signature page)

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day
of _____, 2011.

CITY OF EL PASO

Joyce Wilson
City Manager

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Otto Drozd, III
Fire Chief

CONTRACTOR

OUTSOURCE CONNECTION

BY: Monica Moreno
ITS: President

EXHIBIT A

Scope of Work

This Scope of Work describes the services that Contractor will provide to City to for the El Paso 911 Emergency Communications Center.

BACKGROUND

The City of El Paso is in need of Customer Service Center personnel to answer citizen phone calls relating to non-emergency calls for service from Police, Fire and EMS. The assigned personnel will answer incoming calls in a centralized location, the 911 Emergency Communications Center. This will allow for improved service to citizens and reduces the number of non-emergency calls Public Safety Communicators answer, allowing them to focus on 911 emergency calls. It also allows for call and case tracking with improved performance measurement.

Currently, the City of El Paso has one main non-emergency Police number, 832-4400 and one non-emergency Fire number, 832-4436.

LOCATION OF SERVICES

The center will be co-located with the 911 Emergency Communications Center. This allows the City of El Paso to share the telephony and technology infrastructure already in place at the center. Additionally and most importantly, the Contractor's staff will be an onsite resource available to reduce non-emergency call volume.

The Contractor's employee workstations will be connected to the City of El Paso network and also have access to the 911 Computer Aided Dispatch (CAD) System which captures caller information for each incoming call. All calls will be logged by the CAD system and Customer Service Representatives will flag each call based on the type of call.

HOURS OF OPERATION

Customer Service Representatives hours of operation will be Sunday through Saturday of each week from 6:00 am to 11:00 pm, including holidays. Hours of operation may expand based on peak times of day to be determined by the City of El Paso.

Training for Customer Service Representatives will be conducted by both the City of El Paso and 911 District staff.

CONTRACTOR SERVICES

The Contractor shall furnish staff to provide the following services for the different call types listed below:

TYPES OF CALLS

- Non-Emergency Calls – calls made to the Police Non-Emergency line of 832-4400 and Fire Non-Emergency line of 832-4432; these calls may include calls for other City Departments. These calls may be handled by the call takers or routed to the appropriate department or person.
- Information Calls – this includes all calls when information is given to or captured from the caller, but a response from police, fire, medical or animal services is not requested.
- Data Entry – Information received for all calls at the call center will be entered into the 911 Computer Aided Dispatch. The CAD call will be flagged with the appropriate call type for police, fire, medical or animal services in which a response is requested.
- Callback Calls – a callback occurs when the Call Taker cannot readily answer or provide the requested information while speaking with the customer and will arrange a callback at a later date and time with the caller.
- Provide data content and order input of calls, services and programs into the agency's database.

The City of El Paso shall develop all scripts and shall approve materials used in all projects. The Contractor shall conduct all call handling, and work with the City of El Paso to develop effective call scripts for various departments and programs on an ongoing basis.

The Contractor shall present itself to all customers as a unit of the City of El Paso, not as a private contractor. The Contractor's role must be transparent. Only City of El Paso names and logos will be permitted on information distributed to Customer Service Center customers.

The Contractor shall have the ability to add/divert trained staff to handle increasing/decreasing call volume during peak/off periods in compliance with performance standards.

PERFORMANCE STANDARDS

Established performance standards for call center services must be maintained throughout the term of the contract in order to provide acceptable customer service and satisfy the scope of work under the

contract. These performance standards are calculated monthly and listed below:

Contractor must be able to handle calls in at least two languages, English and Spanish. Calls requiring communication in other languages will be handled via an AT&T language line.

Contractor will, by request, input (non live phone calls) names, addresses, etc, into the database from forms, emails or from voicemail (IVR), internet, or other sources.

The City of El Paso database and 911 District CAD database will be accessible to the Customer Service Representatives and City of El Paso will provide and receive pertinent information to address inquiries received via Internet, office mail and telephone calls to the Customer Service Center business office.

The Contractor and all of its employees must abide by all policies, procedures, rules and regulations of the City of El Paso, the 911 Emergency Communications Center and 911 District.

STAFFING LEVEL

The Contractor shall provide a maximum of 20 employees to service the volume of calls as anticipated by the Emergency Communications Center based on projected calls for service. Two of the assigned employees will serve as (Lead) employees.

Account Manager - shall be the main point of contact during the entire term of the contract. Responsibilities include managing the Customer Service employees to ensure responsiveness as well as regular interaction with internal ECC staff to ensure that program objectives are met.

Customer Service Representative - shall represent the City of El Paso by answering its non-emergency lines, obtaining and giving information, providing data entry on calls received, and providing quality customer service. The personnel hired as Customer Service Representatives shall be first screened by the Contractor for diction, grammar, voice quality and articulation, proficiency with computer and customer service skills and experience. The skill level of this position is program/service knowledge intense, and Contractor shall provide measurable and predictable tools to this function. Customer Service Representatives must be able to work on multiple programs/applications simultaneously such as web-based applications, out-bound activity, data entry, and/or assigned special projects. Customer Service Representatives must have at least one (1) year of customer service experience in working in a fast paced and high

stress level environment. Customer Service Representatives must also pass a background and criminal history check.

Overtime for Customer Service Representatives must be authorized by the City's Representative or supervisory designee.

EXHIBIT B

Contractor Rates/Compensation

Charges will be based on the following hourly rate schedule effective 7/19//2010:

Service	Hourly Rate
Call Taker	\$14.85
Call Taker with Shift Differential	\$15.26
Lead	\$17.55

Overtime for all Customer Service Representatives (Call Taker, Call Taker with Shift Differential or Lead) must be authorized by the City's Representative or designee.

Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have CITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.