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

DEPARTMENT: Fire Department

AGENDA DATE: October 12, 2010

CONTACT PERSON NAME AND PHONE NUMBER: Chief Manuel Chavira, Assistant Fire Chief /771-1002
Bruce Collins, Purchasing Manager, 5411-4313

DISTRICT(S) AFFECTED: All

SUBJECT:
That the City Manager be authorized to extend services between the City of El Paso and Outsource Connection for staffing services to answer non-emergency calls dialed to the 911 call center for a temporary interim period of four (4) months until the City bids and awards the services. The initial estimated dollar amount of $175,000.00 approved on August 24, 2010 will fund this contract to late November. It has been determined that services will need to be extended. Since the services are to be extended, an additional amount of $250,000 will be needed to fund the agreement from late November 2010 through April 23, 2011. The total contract amount is not to exceed $ 425,000.

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 increased contract for temporary interim services is exempt as a sole source purchase under Local Government Code Section 252.022(a)(2) since it is necessary to engage these services in order to protect the public health and safety of El Paso residents.

The Bid Solicitation for Staffing and Management support for the 311 Customer Service Center closed on August 18, 2010. On this same agenda is a companion item to reject all bids for Solicitation 2010-260 (311 Customer Service Center – Staffing & Management).

PRIOR COUNCIL ACTION:
On the August 24, 2010 resolution, City Council authorized the City Manager to sign a Services Agreement by and between the City of El Paso and Outsource Connection.

AMOUNT AND SOURCE OF FUNDING:
Amount: $ 425,000.00 Fund: 01101 Dept ID: 22010311 Account: 501030 Project: N/A Funding Source: Temporary Services Contract; no Budget Transfer required.

BOARD / COMMISSION ACTION:
N/A

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

MOTION
AUGUST 24, 2010

Motion made, seconded, and unanimously carried to **AUTHORIZE** the City Manager to sign a Services Agreement by and between the City of El Paso and Outsource Connection for staffing services to answer non-emergency calls dialed to the 911 call center for a temporary interim period of four (4) months until the City bids and awards the services. The total contract amount is increased to an amount not to exceed $175,000. The City Manager will have the option to extend the contract term for up to an additional three (3) months.

Department:	Fire
Funding Source:	General Fund- Temporary Service Contracts
Total Estimated Amount:	$175,000.00
Reference No.:	2010-282

Richarda Duffy Momsen, City Clerk

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STATE OF TEXAS)
)
COUNTY OF EL PASO)

SERVICES AGREEMENT FOR OUTSOURCE CONNECTION

This Services Agreement (hereinafter "Agreement") is entered into this 24th day of August, 2010, 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 Corporation, referred to in this Agreement as "CONTRACTOR."

RECITALS

WHEREAS, the CITY is implementing a 311 Emergency Communications Center to answer non-emergency calls dialed to the 911 call center for Police and Fire/Medical Services and miscellaneous City Services;

WHEREAS, the CITY desires to enter into a contract for a third party to provide staffing services on a temporary interim basis until the CITY publically bids the services and awards a contract;

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;

WHEREAS, CONTRACTOR has the expertise required by the CITY to provide such staffing services and prior to the date of this Agreement, has provided such staffing services to the CITY for an amount not to exceed $50,000; and

WHEREAS, City and Contractor desire to continue the Contractor services on a temporary interim basis.

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:

CITY CLERK DEPT.
10 AUG 19 PM 12:55

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect for a period not to exceed four (4) months, commencing August 24, 2010. By a written instrument signed by the City Manager, the City may extend the term of this contract for a period up to three (3) additional months if the City Manager in his/her own discretion determines that it is necessary to extend the services for the City's convenience, without further approval of the City Council.

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 will, upon request by CITY, provide customer service representatives (also referred to as "Personnel') to provide 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 Personnel. CONTRACTOR will supply CITY with the Personnel who meet the following criteria and will provide evidence of the following to CITY upon written request:

1) Possess current skills competency, further described in Exhibit A.

2) Have a written authorization that permits the CITY to perform a check of individual criminal history record since Personnel will be handling law enforcement matters.

3) Completed HIPAA training since Personnel may handle confidential health information of callers or other members of the public during the performance of the services under this Agreement.

Section 2.3 Insurance. CONTRACTOR shall provide and maintain insurance in full force and effect at all times during the term of this Agreement as forth in Exhibit C, attached hereto and incorporated into this Agreement for all purpose. CITY shall be provided with certificates of insurance evidencing the required insurance prior to the commencement of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

Section 2.4 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 2.5 **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. RESPONSIBILITIES OF CITY

Section 3.1 **Orientation.** CITY will promptly provide CONTRACTOR Personnel with an adequate and timely orientation to CITY. CITY shall review instructions regarding confidentiality (including medical information), and orient CONTRACTOR Personnel to any of the CITY'S specific policies and procedures provided to CONTRACTOR for such purpose.

Section 3.2 **Non-Performance.** If CITY concludes, in its sole discretion, that any Personnel provided by CONTRACTOR have engaged in misconduct, or have been negligent, CITY may require the Personnel to leave the premises and will notify CONTRACTOR immediately in writing, providing in reasonable detail the reason(s) for such dismissal. CITY'S obligation to compensate CONTRACTOR for such Personnel's services will be limited to the number of hours actually worked. CONTRACTOR will not reassign the individual to CITY without prior approval of the CITY.

Section 3.3 **Right to Replace Personnel.** CITY may request the replacement of any of CONTRACTOR's Personnel for any reason. CITY agrees to notify CONTRACTOR of any such action immediately in writing, providing in reasonable detail the reason(s) for such request that a specific person be replaced. CONTRACTOR agrees that it will replace any such person as soon as practicable, but no longer than the following business day unless CONTRACTOR and CITY mutually agree to a different time, regardless of the reasons for such request. CITY shall be obligated to compensate CONTRACTOR for all Personnel hours worked prior to replacement.

Section 3.4 **Incident Reports.** CITY shall report to CONTRACTOR any unexpected incident known to involve any Personnel (such as Personnel errors, or unanticipated related events known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel) if the incident may have an adverse impact on the CITY and/or

CONTRACTOR in order to comply with CONTRACTOR'S incident tracking program. Complaints and grievances regarding CONTRACTOR Personnel may be reported to the local CONTRACTOR representative at any time.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 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 5. COMPENSATION

Section 5.1 Invoicing. CONTRACTOR will supply Personnel under this Agreement at the rates listed in Exhibit B, Compensation. CONTRACTOR will submit invoices to CITY every week for Personnel provided to CITY during the preceding week. Invoices shall be submitted to the following address:

El Paso Fire Department
8600 Montana
El Paso, Texas 79925
ATTN: Administrative Services Manager

Section 5.2 Payment. The Contractor shall be paid for the services under this Agreement a total amount not to exceed ONE HUNDRED SEVENTY-FIVE THOUSAND AND N0/100 DOLLARS ($175,000.00) 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 date of invoice. CITY will send all payments to the address set forth on the 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 5.3 Late Payment. Any payment not paid to CONTRACTOR within said period 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 6. GENERAL TERMS

Section 6.1 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 6.2 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 6.3 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 6.4 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 6.5 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 6.6 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 except as provided in Section 6.9.

Section 6.7 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 6.8 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 6.9 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.

Section 6.10 HIPAA Compliance. In instances where CONTRACTOR or its Personnel receives Protected Health Information, (herein referred to as "PHI") in connection with the services provided to CITY, CONTRACTOR agrees that it shall comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder. CONTRACTOR shall also execute a Business Associate Agreement with the CITY regarding

(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 24th day of August, 2010.

CITY OF EL PASO

Joyce Wilson
City Manager

APPROVED AS TO FORM:

Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:

Otto Drozd
Fire Chief

CONTRACTOR

OUTSOURCE CONNECTION

Monica Moreno
President

CITY CLERK DEPT.
10 AUG 19 PM 12:55

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.

CITY CLERK DEPT.
10 AUG 19 PM 12:55

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 8/24//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.

EXHIBIT C

Insurance Requirements

The Contractor shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement. City shall be provided with certificates of insurance evidencing the required insurance prior to the commencement of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. .

A. Liability Insurance. For the duration of this Agreement and any extension thereof, the Contractor shall carry, in a solvent company authorized to do business in the State of Texas, public liability insurance to: a) cover the Contractor and its employees in the minimum amount of One Million Dollars ($1,00,000.00); and, b) protect the general public and the City in the minimum amounts of Three Million Dollars ($3,000,000.00) per occurrence for bodily injury or wrongful death and One Million Dollars ($1,000,000) per occurrence for property damage.

B. Workers Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

C. Auto Liability. Automobile Liability Insurance covering all owned, hired, and non-owned motor vehicles used by Contractor, its employees, contractors or agents, in connection with the work being performed under this Agreement with limits of liability not less than Five Hundred Thousand Dollars ($500,000.00) for each occurrence Combined Single Limit for Bodily Injury and Property Damage.

D. Form of Policies. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager. City prefers that the general liability and auto liability coverages be provided by either the same insurance carrier or the same insurance group.

E. Issuers of Policies. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

H. Insured Parties. Each policy, except those for Workers' Compensation, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

I.

J. Deductibles. A policy may contain deductible amounts only if the City's Risk Manager approves the amount and scope of the deductible. The Contractor shall assume and bear any claims or losses to the extent of such deductible amount and waives any claim it may ever have for the same against the City of El Paso, their officers, agents or employees.

K. Material Change in Policy(ies). Prior to any material change in any policy required herein, City will be given thirty (30) days advance written notice by registered mail. Further, City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

L. Cancellation. Each policy must expressly state that it may not be canceled or non-renewed unless thirty (30) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Manager (as Sun Metro's representative) by the insurance company.

M. Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.

N. Endorsement of Primary Insurance. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

STATE OF TEXAS	)	
	)	**FIRST AMENDMENT TO**
	)	**SERVICES AGREEMENT**
COUNTY OF EL PASO	)	**WITH OUTSOURCE CONNECTION**

This First Amendment to Services Agreement (hereinafter "Amendment") is entered into this _____ day of October, 2010, 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 _____ Corporation, 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; and

WHEREAS, the City and the Contractor desire to amend the term of the contract and the compensation for services to be provided by the Consultant.

AGREEMENT

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:

1. TERM. The first sentence of Section 1.1 of the Agreement shall be revised to extend the term of the agreement as follows:

"The term of the Agreement is extended until April 23, 2011."

2. COMPENSATION AND METHOD OF PAYMENT. The first paragraph of Section 5.2 of the Agreement shall be revised to increase the total compensation as follows:

"The Contractor shall be paid for the services under this Agreement a total amount not to exceed FOUR HUNDRED TWENTY-FIVE THOUSAND AND N0/100 DOLLARS ($425,000.00) at the rates set forth in the fee schedule attached hereto as Attachment B, (which attachment shall remain unchanged by this Amendment)."

3. Except as set forth in this Amendment, all the terms and conditions of the Agreement shall in full force and effect.

(Signature Page to follow)

STATE OF TEXAS	)	
	)	**FIRST AMENDMENT TO**
	)	**SERVICES AGREEMENT**
COUNTY OF EL PASO	)	**WITH OUTSOURCE CONNECTION**

(Signature page)

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _ _____, 2010.

CITY OF EL PASO

_____
Joyce Wilson
City Manager

APPROVED AS TO FORM:

Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:

Otto Drozd
Fire Chief

CONTRACTOR

OUTSOURCE CONNECTION

Monica Moreno
President

#59714 v1 - Purchasing/1/Amendment to Outsource Connection Contract
Document Author: BONT