



Contract Summary Form

Form#: 4620

GENERAL INFORMATION

Contract Status:	Active	Veronica Sanchez	Date:	2/16/2021
Assigned Contract #:	21-CS-003	Form Prepared By:	Tanesha Reid	1/26/2021
Department / Division:	Electric Utilities	Vendor Name:	ENCO UTILITY SERVICES, LLC	
Primary Contact:	Barbara Quinones	Vendor Contact:	RUBY M IRIGOVEN	
Primary Email:	BQuinones@cityofhomestead.co	Vendor Address:	8141 E KAISER BLVD	
Secondary Contact:	Tanesha Reid	City:	ANAHEIM	State: CA Zip: 92808
Secondary Email:	TReid@cityofhomestead.com	Vendor Email:	irigoyen@encous.com	
Phone Number:	305-224-4700	Vendor Phone Number:	951 9258092	
Fax Number:	305-224-4769	Vendor Fax Number:	951-257-0316	
Contract Name:	ENCO Customer Service Call Center Agreement pursuant to RFP #202107			
Agreement Type:	Agreement	Does this replace an existing agreement?	No	Contract #

Briefly explain the purpose or description of the scope of service of this contract: ENCO to provide services for

Alternative A: 24/7 Call Center Services and Alternative B: Expanded 24/7 Customer Service Solution.

Contract may be renewed for (2) additional (1) year periods. Contract value within dept. budgets

Please note that it is the Departments responsibility to obtain Risk approval.

Insurance Required? Yes **If yes, who is required to have it?** Vendor

If the vendor is required to have insurance, please enter the insurance expiration date(s) here.

Auto Insurance: 10/28/2021 **General Liability:** 10/28/2021 **Workmans Comp:** 7/11/2021

Other:PLI 10/28/2021

Term of Contract: **Start Date** 2/1/2021 **End Date:** 1/31/2024 **Project Number:**

Does this agreement auto renew? No **If so, how many times?** **How many yearly increments?**

Total Contract Value: \$0.00 **Paid to:** **Payment Freq:** **Payment Amount:** \$0.00

Account Number(s) to be used: 540-4100-519-33-05 401-1100-531-33-05

If moneys are paid to City, does Vendor pay sales tax? **Do late fees apply?** No **Percentage of late fee?**

All agreements involving payment to vendor must be accompanied by a requisition. Requisition #:

PROCUREMENT & CONTRACTS

REVIEWED BY: V. SAUNDERS

DATE: 2/18/2021

Was this agreement reviewed or drafted by a City Attorney? Yes No If yes, whom?

"Right to Audit" clause included? Yes No Was this approved by Council? Yes No Date / CAR# /

If so, please attach supporting documentation below:

BACKGROUND AND EXHIBITS

Exhibit Attachment(s):	<input type="text" value="0(6)"/>			
Exhibit Description(s)	1	<input type="text" value="COUNCIL MEETING AGENDA SUMMARY"/>	6	<input type="text" value="CALL CENTER AGREEMENT"/>
	2	<input type="text" value="RFP# 202107 - CALL CENTER SOLUTION-FINAL"/>	7	<input type="text"/>
	3	<input type="text" value="CERTIFICATE OF INSURANCE"/>	8	<input type="text"/>
	4	<input type="text" value="LEGAL APPROVAL EMAIL"/>	9	<input type="text"/>
	5	<input type="text" value="RESOLUTION APPROVING ENCO AGREEMENT"/>	10	<input type="text"/>

REVIEW - APPROVALS

Dept. Head Approval:	<input type="text" value="Approved"/>	<input type="text" value="Roxana Pereira"/>	Date:	<input type="text" value="1/27/2021"/>
HR Dept. Approval:	<input type="text" value="Not Applicable"/>	<input type="text" value="Priscilla Thompson"/>	Date:	<input type="text" value="1/28/2021"/>
Risk Approval:	<input type="text" value="Approved"/>	<input type="text" value="Priscilla Thompson"/>	Date:	<input type="text" value="1/28/2021"/>
Finance Dept. Approval:	<input type="text" value="Approved"/>	<input type="text" value="Carlos M. Perez"/>	Date:	<input type="text" value="1/27/2021"/>
ITS Div. Approval:	<input type="text" value="Approved"/>	<input type="text" value="Yaniel Corrales"/>	Date:	<input type="text" value="1/27/2021"/>
Fleet Div. Approval:	<input type="text" value="Not Applicable"/>	<input type="text" value="Lillian Lopez"/>	Date:	<input type="text" value="1/28/2021"/>

For Administrative Use Only

Completed and Appropriate Packet Submitted to Procurement on:		Date:	<input type="text" value="1/28/2021"/>	
Prepared By:	<input type="text" value="Approved"/>	<input type="text" value="Veronica Sanchez"/>	Date:	<input type="text" value="1/28/2021"/>
2nd Review:			Date:	
Final Review:	<input type="text" value="Approved"/>	<input type="text" value="Malia Rivera"/>	Date:	<input type="text" value="1/29/2021"/>
Procurement/Contracts:			Date:	
Lock Summary Form:	<input type="text" value="Locked"/>	<input type="text" value="Malia Rivera"/>	Date:	<input type="text" value="1/29/2021"/>

CALL CENTER SUPPORT SERVICES AGREEMENT

THIS CONTRACT is made and entered into this day 2/1/2021, by and between the City of Homestead, a Florida municipal corporation, (the “City”) acting through the City’s Utilities Customer Service department, Homestead Public Services, hereinafter referred to as “City” and, ENCO Utility Services LLC hereinafter referred to as “ENCO.” City and ENCO may hereafter be referred to individually as a “Party” or collectively as “Parties.”

RECITALS:

WHEREAS, City desires to retain a person or firm to provide Call Center Services as described in **Exhibit A** of this Contract, pursuant to Request for Proposals For Call Center Solutions RFP # 202107; and

WHEREAS, ENCO warrants that it is qualified and competent to render the aforesaid services.

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by City, the parties agree to the following:

INTRODUCTION: CONTRACT DOCUMENTS:

This Agreement is comprised of this document (Call Center Support Services Agreement), the RFP # 202107 For Call Center Solutions, Exhibit A, Scope of Services, Exhibit B, Fees and Payment Schedule, which are attached and incorporated herein. In the event there is a conflict between any provision in this document, and any other provisions in any attached Exhibit, the parties agree that the provisions of this document shall be controlling. In the event there is a conflict between the Fees and Payment Schedule and the other Exhibits, the parties agree that the Fees and Payment Schedule shall be controlling.

1. SCOPE OF SERVICES.

- A. ENCO agrees to provide all of the services described in the Scope of Service attached hereto as Exhibit “A” (collectively, the “Services”).
- B. Reduction in Services. The City reserves the right to reduce the level of Services provided under this Agreement in its sole and absolute discretion upon 30 days prior written notice to ENCO. The reduction in the Scope of Service shall take effect not more than 30 days following receipt of written notice by ENCO. In the event of a reduction in the level of Services made in accordance with this Section, the terms and conditions of this Agreement shall remain in effect.
- C. The City may also require additional services not specifically identified in the contract. The Contractor agrees to provide such services, and shall provide the City prices on such additional services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those services from other vendors. Furthermore, the City reserves the right to delete or revise items and services under this agreement at any time during the contract period when and where deemed necessary. Reduction in the Scope of Services, at the sole discretion of the City at any time during the contract period in accordance with Section 1.

2. CITY OBLIGATIONS.

The City agrees to:

- A. Provide access to and make provisions for the ENCO to obtain information required to perform its work as described in **Exhibit A**.
- B. Make available all pertinent data and records required to perform the work as described in **Exhibit A**.

3. FEES AND PAYMENT SCHEDULE.

- A. The fees, payment schedule and term for furnishing services under this Contract shall be based on the rate schedule attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees and schedules shall remain in effect as described in Exhibit B for the term of the Contract.
- B. ENCO shall provide City with its Federal Tax I.D. number prior to submitting the first invoice.

4. TERM OF CONTRACT.

A. TERM:

At all times during the term of the contract, the Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City. The City does not guarantee any work during the term of the Agreement.

- i. Contract Period:** This contract shall have an initial term of three (3) years and shall continue until the successful completion of the Services and may be earlier terminated, by either Party in accordance with the Termination clauses below. The contract may be renewed for two (2) additional one year periods provided both the Contractor and the City agree and all terms and conditions remain the same. Any contract or amendments shall be subject to fund availability and mutual written agreement between the City and the Contractor.
- ii. Option to Extend:** The performance period of this contract a may be extended upon mutual agreement between the contractor and the City with no change in terms or conditions. Any extension of the performance period under this provision shall be in one-year increments (12 month duration). The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed five (5) years.

Extension of the contract(s) for additional thirty (30) day periods for the convenience of the City, shall be permissible at the mutual consent of both parties not to exceed six (6) months to allow for a new solicitation to be solicited so long as it does not exceed a total of five (5) years inclusive of any extensions or renewal periods.

5. TERMINATION CLAUSES.

- A. Termination for Convenience by City: The City upon 30 days written notice to the Contractor may terminate this Agreement, in whole or in part, with or without cause. In the event of termination, the Contractor shall be paid for all services rendered to the date of termination. The City reserves the right to immediately terminate the Contract upon City Manager's determination to protect the public's health, safety and welfare.

B. Termination for Cause by City: The obligation to provide further services under this Agreement may be terminated by the City upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof through no fault of the City. The City can terminate immediately if deemed in the health, safety and welfare of the City. The City may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The City shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

C. Termination for Convenience or Cause by the Contractor: The Contractor upon at least 120 days written notice to the City may terminate this Agreement with or without cause.

6. **INSURANCE.** ENCO shall comply with the insurance provisions set forth in Section VII. Information Required of Proposer, Tab 4, Subsection e of the RFP.

7. **CONFIDENTIALITY AND PUBLICATION; SURVIVAL OF OBLIGATIONS.**

A. **Confidential Information.** The term “Confidential Information” means written, recorded, and machine-readable information, or other information provided in tangible form by one Party to the other Party relating to the subject matter of this Contract, and which is clearly marked as “Confidential Information,” and which is not a “public record” or which otherwise must not be disclosed under Chapter 119, Florida Statutes.

B. **Nondisclosure Obligations.** If a Party has designated information as Confidential Information, neither Party shall disclose it in whole or in part, including derivations thereof, to any third party without the prior written consent of the other Party unless required to do so by law, in which case, the disclosing Party shall notify the other Party as soon as practicable.

A Party shall not be liable to the other Party for inadvertent or accidental disclosure of Confidential Information if the disclosing Party: (i) holds the Confidential Information in confidence to the same extent it protects its own confidential information; (ii) limits access to the Confidential Information to its employees and agents who are involved in subject matter of the Confidential Information and informs its employees and agents who have access to the Confidential Information of the Party’s duty not to disclose, provided however, that ENCO acknowledges that City representatives, including but not limited to department heads, and legal counsel may have access to any and all Confidential Information and nothing herein shall be construed as prohibiting or limiting such access; and (iii) upon discovery of inadvertent disclosure, endeavors to prevent any further disclosure.

Either Party may disclose any Confidential Information when required by applicable law, order of a court, or other governmental authority, but shall promptly notify the other Party before making such disclosure. Nothing in this subsection is intended to limit the rights of either Party to challenge any disclosure request or order from a court or any other governmental authority.

C. **Survival of Obligations.** The obligations set forth in this Section shall survive the

termination of the Contract.

- D. Customer Information. ENCO shall not disclose to third parties Customer information, including, but not limited to Customer name, service address, billing address, credit history, or usage history, without the express written authorization of the Customer.
- E. Publication. Unless agreed upon in writing, no Party shall publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity. Both Parties may refer to this Contract and its relationship to the other Party as a matter of fact.

8. INDEMNIFICATION. The parties shall comply with the indemnification provisions set forth in Section XI.I of the RFP.

Nothing in this Contract is intended to serve as a waiver of sovereign immunity by the City. Nothing in this Contract shall be construed as consent by the City to be sued by third parties in any matter arising out of this Contract or any other contract.

9. REMEDIES.

In the event of a material breach of this Contract, the non-breaching party may, at its sole discretion, pursue all available remedies, and elect to terminate the Contract. Except as otherwise provided in this Contract, all rights of termination, cancellation, or other remedies in this Contract are cumulative.

10. LIMITATION OF LIABILITY.

- A. Each Party's liability to the other for any losses relating to or arising out of any act or omission in its performance of obligations under this Contract shall be limited to the amount of direct damages, expenses and costs, and neither Party shall be liable to the other Party for any indirect, special, punitive or consequential damages of any kind whatsoever. The limitations set forth in this paragraph shall not apply to the Parties' indemnity obligations set forth above, nor to acts or omissions arising out of a Party's gross negligence or willful misconduct.
- B. Notwithstanding anything to the contrary, ENCO's cumulative liability to HOMESTEAD PUBLIC SERVICES under this Contract, whether in contract, tort, or otherwise, shall not exceed the total applicable insurance limits set forth in Section 6 of this Contract.
- C. ENCO will reimburse City costs, at union rates, incurred as a result of an ENCO failure to dispatch calls in accordance with City union call out requirements except that the reimbursement will be limited to actual out of pocket costs not to exceed \$500 per instance. ENCO will immediately investigate the error to determine the cause and implement process changes to reduce potential of future errors. ENCO will take disciplinary action as appropriate with the involved employee up to and including termination of the employee's employment if warranted and provide documentation for review to City.

13. MISCELLANEOUS.

13.1 NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-deliver with request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. Notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt. The place for giving notice shall remain the same as set forth in this Section until changed in writing in the manner provided in this Section. For the present, the parties designate the following:

**City of
Homestead**
100 Civic Court
Homestead, FL 33030

ENCO Utility Services, LLC,
a Delaware limited liability company
8141 E. Kaiser Blvd., Ste. 212
Anaheim, CA 92808

13.2 Applicable Law and Venue. This Contract shall be interpreted and constructed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Contract shall be in Miami-Dade County, Florida. The parties hereby knowingly and voluntarily waive the right to trial by jury in any litigation between the parties hereto.

13.3 Amendments. No modification, amendment or alteration of the terms or conditions contained in this Contract shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by both City and ENCO.

13.4 Contract / Service Audit. ENCO hereby grants City the right to audit any of ENCO's books, documents and papers pertaining to the services pursuant to this Agreement that were generated during the course of administration and performance of the Services under this Agreement.

13.5 Public Records Act Compliance.

- A. ENCO agrees to keep and maintain public records in ENCO's possession or control in connection with ENCO's performance under this Agreement. ENCO additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes, as amended. ENCO shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to City.
- B. Upon request from the City custodian of public records, ENCO shall provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of ENCO

shall be delivered by ENCO to the City Manager, at no cost to City, within seven (7) days. All such records stored electronically by ENCO shall be delivered to City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, ENCO shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- E. Any compensation due to ENCO shall be withheld until all records are received as provided herein.
- F. ENCO's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by City. Section 119.0701(2)(a), Florida Statutes.

IF ENCO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENCO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	ELIZABETH SEWELL, CITY CLERK
Mailing address:	100 CIVIC COURT, HOMESTEAD, FL 33030
Telephone number:	305-224-4442
Email:	ESEWELL@CITYOF HOMESTEAD.COM

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed as of the date first above written.

City of Homestead

By: _____

Name: Jerry Estrada

Title: Asst. City manager

Date: 02/05/21

**ENCO Utility Services,
LLC, a Delaware limited
liability company**

By: _____

Name: Ruby M. Irigoyen

Title: Sr. V.P. Customer

Services Date:

01-26-21

EXHIBIT A
SCOPE OF SERVICES

The following describes the scope of services to be provided by ENCO UTILITY SERVICES for City.

General Scope:

- Provide services in English, Spanish, and Creole.
- Provide staff and supervision with appropriate training and experience with electric, water, wastewater, solid waste, utility and customer service operations to handle incoming customer calls.
- Train call center staff on the rules, policies, rates and guidelines of the City and on the use of the Homestead CIS / billing system (Central Square formerly HTE Sungard) and any future CIS systems as needed.
- Provide toll free or local telephone number for Homestead Public Service (HPS) customers.
- Host a multi-level auto attendant menu and provide opportunities for callers to leave a voicemail, hold their place in queue and receive a call back or wait for an agent.
- Ensure that processes, procedures and communications are compliant with all applicable laws and regulations, including legal privacy, and data retention requirements.
- Handle incoming calls within the established Homestead guidelines as set forth in training and documented processes and procedures.
- Contractor shall be able to record all calls (inbound and outbound) and make recordings available to the City within 24 hours of the request. Call recordings shall be archived for minimum of one (1) year.

Training of New Staff:

- Training will be provided on a train-the-trainer basis with Homestead personnel training our trainer. Training of ENCO staff shall be approximately ten (10) days in length.
- Ongoing training will be provided as needed one-on-one and for groups via live ENCO trainer and video recorded training.
- The City will supply required training documentation electronically, the Contractor will be responsible for the development, on-going revision and maintenance of the training documentation. ENCO will share its One Note training manual with the City.

Implementation Period

- The parties shall mutually agree on a plan to implement the Scope of Work and training requirements. Upon completion of the plan, the parties will utilize projections to continually provide adequate staffing and training levels to meet the performance standards. ENCO will perform three (3) Quality Evaluations monthly for each CSR and more frequently if a repeated issue is identified. Results can be shared with Homestead management.
- ENCO shall assign to the Homestead Public Service (HPS) a designated contact person for on-going day-to-day account services and management of the program.
- Services are currently being provided; however, additional staff is required to bring the levels of staffing to the number needed to meet desired service levels. Hiring and training of these additional staff will take 30 to 45 days. The service level monitoring will begin 90 days after contract initiation.

Services Package A: 24/7 Call Center Services

- Receive and respond to all power outage or power emergency calls, 24/7. Receive and respond

to all after-hours utility related calls, 5:00 p.m. to 8:00 a.m. Monday through Friday and full days on weekend and holidays.

- Provide Power Outage Management software and system. Design and set up of customer and electric system equipment tables to allow for sorting of orders by field equipment/circuits and to allow for standard power outage reliability reporting metrics such as length of outage, reason for outage and number of customers affected.
- Forward information on outage calls to Homestead dispatch center, using Outage Management software. Homestead's dispatchers will call in repair crews.
- Provide a system that allows for on-line input of power outage reports by customer address.
- Contact customers to assure power has been restored after an outage up to 10:00 p.m. EST or later if requested by customer.
- Provide text messaging capability to provide customers with power outage status updates if requested by the customer.
- Provide outage message for customers when there is a large outage giving general location of affected area if available.
- Verify after-hours payments and create work orders to reconnect service(s).
- Callout appropriate employees and dispatch assigned HPS personnel/crews for field emergency service reconnect work at the meter once after-hours payments are processed.
- Process after-hour payments for reconnects.
- Run call out list and dispatch customer service personnel if required in accordance with overtime list (contact and current overtime lists to be provided by City).
- Take overflow calls during normal business hours as need.
- Handle basic billing and payment inquiries. Submit information to Homestead Public Service (HPS) to ensure that requests that cannot be managed by ENCO staff are escalated to the City utility staff as appropriate.

Services Package B: Expanded 24/7 Customer Service Solution

Between the hours of 8:00 a.m. to 5:00 p.m. local time Monday through Friday, ENCO will provide expanded customer services to include the following:

- Receive and address all incoming and outbound calls for routine and emergency services.
- Respond to and address all billing-related requests and inquiries such as: Billing and Payment inquiries, Billing disputes, Payment Arrangements, Utility consumption and meter reads
- Provide assistance, status and specific information on customer's application for new and or change of service, determine account balance and assist with payment processing.
- Respond to inquiries that require account research, take the appropriate action to resolve the issue and document in Customer Information System (CIS) Application.
- Provide information and guidance on a variety of processes and topics. E.g. billing rates, utility applications, payment options, sewer credit request forms, how to register utility accounts online, etc.
- Explain billing related notices, projects and communications administered by the City.
- Process account activations and shut offs. Document and process service orders.
- Provide information and education about utility specific programs, such as energy efficiency programs.
- Provide internal escalation of calls to an ENCO supervisor for specialized customer service issues as necessary.

- Communication of requests for special examination/review by Homestead Public Service (HPS) staff.
- Provide a system that allows for on-line request for service that sends an email to ENCO to handle and respond to customers of the City.
- Provide a system that allows for online request for payment arrangements requests that sends an email to either the City staff or ENCO to handle – details to be worked out with the City.
- City will work with ENCO to redo the City’s queue that is hosted by ENCO to provide customers with options to leave a voicemail, hang up and hold their place in queue for a call back and receive information about online, no call options for service requests.
- The City will develop and send out a bill stuffer to advise customers of the new ways to submit request to drive customers to these alternative methods such as the online customer service request, payment arrangement request and online outage order. Unless otherwise directed by the City, these orders will be worked by ENCO.

PERFORMANCE EVALUATION:

Throughout the contract period the vendor(s) performance will be monitored by City staff. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract(s) whenever the City determines that such termination is in the best interest of the City. Notification of Contractor will be by certified mail. Contract termination shall be served by written notice by the Procurement Division.

Key Performance Goals: Performance shall be measured on a monthly basis according to the following goals and exceptions:

- **Average Speed of Answer:** Time for Customer Service Representative, CSR, to answer an inbound call after entering the queue. The queue is the point in the call flow process at which the call is first eligible to be directed to a CSR’s workstation for handling.
 - Customer Services:
 - Eighty percent (80%) of calls answered within 3 minutes except in major events or client caused over volume
 - Ninety-five percent (95%) of emails answered within 24 business hours
 - Eighty-five percent (85%) of voicemails answered within 6 business hours
 - Power Outage calls:
 - Non-Storm – 90% of calls answered within 60 seconds
 - Storm – 70% of calls answered within 60 seconds (except for major events such as hurricanes)
- **Percent of Abandonment:** Abandonment rate is calculated as the number of calls abandoned divided by the total number of calls that last at least fifteen (15) seconds after the call is put into the queue following the IVR messaging, measured per calendar month. Excludes times when an active outage is in progress and or is being restored. Excludes calls where caller has selected a non-call center queue, excludes calls where the caller hangs up during the IVR message or during IVR call handling; excludes calls where the caller hangs up due to outage restoration or outbound IVR advising of Estimated Time of Restoration (ETR).
 - Five percent (5%) or less for customer service calls except in major events
 - Five percent (5%) or less abandonment rate for First Responder calls

Reports: ENCO shall provide a daily summary report and monthly detail report including the following: Total number of outbound and inbound calls, Calls answered; Average handle time; Average Wrap-up Time; Abandonment rate; Average speed of answer.

EXHIBIT B
FEES AND PAYMENT SCHEDULE

City shall pay ENCO for approved services performed under this Agreement, at City’s direction and as its agent, as set forth below:

ENCO’s pricing is firm for a period of two years after agreement is signed with an annual pricing increase of 2% for year 3 and then annually beyond. Pricing for both alternatives excludes direct costs of travel and lodging if required by the City.

Service Package A - 24/7 Call Center Services	Monthly Average based on 2020	Price per Call per Month	Estimated Annual Cost (Based on 2020 Ave)
If total calls are 500 or less		\$ 3.13	
If total calls per month are between 501 and 2000	1150	\$ 3.02	\$41,676.00
If total calls per month are between 2001 and 5000		\$ 2.92	
If total calls per month are 5001 or higher		\$ 2.72	
Autoserve Online, IVR and Emergency Orders	250	\$ 1.50	\$4,500.00
Outbound text Messages regarding Outages	90	No Charge	
Outbound IVR Calls regarding Outages	45	\$ 0.50	\$270.00
TOTAL ESTIMATED ANNUAL COST & ONE-TIME COST(S):			\$46,446.00

Service Package B – Expanded 24/7 Customer Service Solutions	Monthly Average based on 2020	Price per Call per Month	Estimated Annual Cost (Based on 2020 Ave)
If total calls are 500 or less		\$ 5.60	
If total calls per month are between 501 and 2000		\$ 5.60	
If total calls per month are between 2001 and 5000		\$ 5.60	
If total calls per month are 5001 or higher	5746	\$ 5.60	\$386,131.00
TOTAL ESTIMATED ANNUAL COST & ONE-TIME COST(S):			\$386,131.20

Online Customer Service Requests and Emails	Price per Call per Month
If handled with email and no customer call back	\$ 3.75
If handled but require a customer call back	\$ 5.60
Autoserve Online	\$ 1.50

ENCO will perform customer service surveys as mutually agreed via email, text and or IVR with regular reports to the City. Development and deployment process to be mutually agreed and provided as additional services for the City.

Performance Adjustments

Performance adjustments are a mechanism to drive good performance and customer satisfaction by establishing achievable goals with reward and penalty elements where they are appropriate and supportable. Measurement of performance to goals must be objective and reliable.

Responsibilities: ENCO will deliver services in a good workmanlike manner and provide the staffing, supervision and systems to handle calls as described in Packages A and B based on the volumes provided by the City. The City will manage its activities in support of managing and controlling call volumes and spikes resulting from billing and other internal activities.

Outage and Other Emergency Calls: Storms, weather and equipment failures impact the volume of calls and the duration of those volumes. For these types of calls, neither the City nor ENCO has control. ENCO and the City will work together to deliver alternative means for the customers of the City to report an emergency and reduce the call volume. No performance adjustments will be applied to goals for call handling associated with outage and other emergency calls. ENCO and the City will work together to meet the performance goals as stated as much as is practicable.

Customer Service Calls: ENCO has no control over the number of calls being delivered to it or the ability to slow them down or prevent spikes. Call volumes are driven by City billing processes and City department communications and events. The City will manage its billing services workload in support of managing and controlling call volumes and spikes. ENCO and the City will review the upcoming week’s anticipated volume driving events to level those activities with the goal of normalizing the volumes and avoiding otherwise already heavy days such as Mondays and Fridays.

In recognition that volumetric variables are out of ENCO’s control, these performance adjustments will only apply after ENCO has been given thirty (30) days to cure any defect causing the underperformance where the defect is on ENCO’s side of service delivery. These Performance adjustments will not be placed into effect until after the end of the Implementation Period as noted in Exhibit A. If the call volumes are greater than the averages in the forecast for calls or if the underperformance is due to actions out of ENCO’s control, then no penalty will apply. Incentive and discounts will be applied monthly and trued up the last month of each contract year. Incentive and discounts totals as aggregated shall not exceed 1% of the total invoiced for customer service incoming call handling.

Goal	Performance Adjustments											
Speed of Answer	If Actual Monthly Performance Equals:											
80% within 3 Mins						80						
	95%	92%	89%	86%	83%	%	77%	74%	71%	68%	65%	>55%
	\$750	\$650	\$550	\$450	\$350	\$ -	\$(100)	\$(200)	\$(300)	\$(400)	\$(500)	\$(750)
	Monthly Incentive						Monthly Discount					

Goal	Performance Adjustments											
% Abandonment	If Actual Monthly Performance Equals:											
10% or less						10						
	5%	6%	7%	8%	9%	%	11%	12%	13%	14%	15%	>15%
	\$ 750	\$ 650	\$ 550	\$ 450	\$ 350	\$ -	\$(100)	\$(200)	\$(300)	\$(400)	\$(500)	\$(750)
	Monthly Incentive						Monthly Discount					

If other Professional Services are requested, that are not described in the scope of services, contractor shall be compensated according to the following schedule:

Hourly Rates for Personnel:

Title	Rate / Hour
Project Manager	\$105.00
Analyst	\$75.00
CSR / Admin	\$30.00
Programmer	\$175.00

Hourly rates may be adjusted annually. Such annual adjustments shall not reflect a greater increase than the Miami / Fort Lauderdale consumer price index for that year and shall be approved by the City.

Direct expenses actually incurred by ENCO in the provision of the additional Professional Services under this Contract shall be reimbursed at cost, with no additional mark-up. Such reimbursable expenses include, but are not limited to, all travel expenses (with mileage at the IRS approved rate), lodging, long distance telephone and facsimile charges, photo-copying and printing costs, taxis and auto rental, postage, filing fees, word processing costs, transcript costs, secretarial overtime, notary fees and other expenses incurred on behalf of the City.

All such reimbursable expenses are subject to prior agreement in writing by both parties.

ENCO will bill City on a monthly basis; all payments under this Contract are due and payable within 30 days of invoice receipt date.

OTHER SERVICES AVAILABLE:

All of the following services are available via this Agreement: Outbound courtesy reminder IVR calls, utility bill printing and mailing, brochure and bill insert printing, lockbox services. Electric system design services, utility material maintenance management software (UMMS).

OUTBOUND COURTESY NOTIFICATIONS SERVICES

Our notifications can be sent via Email, text message, or automated outbound IVR. We send the notices out based on your requirements within 24 hours.

Examples of the notification types are as follows:

Email: This is The City of Homestead with a reminder. Your utility bill must be paid by 6PM on Monday July 31st to avoid additional fees and possible service interruption. To pay your bill online visit our website at http://www._____.org and click on "Pay My Bill" at the bottom of the home page.

Text: This is The City of Homestead with a reminder. Your utility bill must be paid by 6PM July 31st to avoid additional fees & possible service interruption. Reply STOP to opt out.

IVR: This is The City of Homestead with a reminder. Your utility bill must be paid by 6 P M on July thirty first to avoid additional fees and possible service interruption.

Pricing Schedule:

Initial Programming and Set-Up One Time	Waived
Monthly Base Charge	\$125.00

<u>Type of Alert</u>	<u>Per Alert</u>
Email	\$0.28

Text	\$0.25
IVR Calls	\$0.38