

CONTRACT MODIFICATION No. 5
THIRD PARTY COLLECTION AGENCY SERVICES

THIS MODIFICATION No. 5 is being entered into this _____ day of _____, 2010, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and NCO FINANCIAL SYSTEMS, INC. (hereinafter the "Company"), having its principal office at 507 Prudential Road, Horsham, PA 19044.

The Contract between the City and the Company dated May 19, 2004, modified on August 26, 2008, December 16, 2008, April 15, 2009 and December 16, 2009, is hereby modified as follows:

1. **Paragraph B-3 Prices/Costs.** To revise contingency rate for Primary to **14.25%** for the duration of the Contract, July 1, 2010 through December 31, 2010.

DELETE: Paragraph B-3 in its entirety.

REPLACE WITH:

(a) The not-to-exceed contract amount is \$987,000. The Agency shall provide the collection services set forth in this Contract at the contingency rate of 14.25% for Primary, 25% for Secondary collections, and 18% for Miscellaneous Fees Services. These contingency rates are applied to actual monies recovered on behalf of the City. All costs incurred as a result of collecting accounts for the City are the sole responsibility of the Agency.

(b) The above rate schedule shall not exceed maximum allowed under Nevada Revised Statutes (NRS) 176.064. NRS 176 allows for a collection agency to be paid a fee on each account assigned with no regard to the actual money collected. Any collection fees levied for late payments shall not exceed \$100.00 for cases less than \$2,000.00 and \$500.00 for cases from \$2,000.00 to \$5,000.00.

2. **Paragraph B-4 Performance Period.** To extend the performance period through December 31, 2010.

DELETE: Paragraph B-4 in its entirety.

REPLACE WITH:

The performance period of this Contract commences on July 1, 2004 and continues through December 31, 2010. The City reserves the right to exercise an option to temporarily extend this Contract up to ninety (90) calendar days from the expiration date, for any reason. Any option to temporarily extend this Contract will be made in writing.

3. **General.** In the event of any conflict between the Contract, as modified and this modification, the provisions of Modification No. 5 take precedence. All other contract terms and conditions remain unchanged.

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IN WITNESS WHEREOF, the parties hereto have caused this Modification No.5 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 7-2-10
Deputy City Attorney Date

NCO FINANCIAL SYSTEMS, INC.

ALBERT ZEZULINSKI, Executive Vice President

"Company"