CONTRACT MODIFICATION No. 1

Collection Agency Services for General Collectibles

THIS MODIFICATION No. 1 is being entered into this __________ day of __________________, 2014, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and CREDIT BUREAU CENTRAL, INC. (hereinafter the "Company"), having its principal office at 2980 S. Jones Blvd., Suite A, Las Vegas, Nevada 89146.

The purpose of the Modification is to add services for Business Licensing to the Contract.

The Contract between the City and the Company dated March 12, 2014 is hereby modified as follows:

1. **SECTION A – Subject of Contract.** Add services for Department of Planning, Business Licensing Division.

   DELETE IN ITS ENTIRETY.

   REPLACE WITH:

   SECTION A – Subject of Contract

   The subject matter of this Contract is the performance of Collection Agency Services for General Collectibles for the City's Department of Finance and delinquent civil penalty accounts for the Department of Planning, Business Licensing Division.

2. **B-3 Prices/Cost.** Increase annual Contract amount.

   DELETE IN ITS ENTIRETY.

   REPLACE WITH:

   B-3 Prices/Costs

   (a) The not-to-exceed Contract amount is One Hundred Ninety-Six Thousand Dollars ($196,000.00) annually, estimated at $100,000 for the Department of Finance and $96,000 for the Department of Planning, Business Licensing Division.

   (b) The Company will provide the Collections Services as set forth in the Contract at the rate of 17%.

   (c) Reimbursable Expenses. There are no reimbursable expenses payable under this Contract.

3. **C-1 General Services.** Add services for the Department of Planning, Business Licensing Division.

   DELETE IN ITS ENTIRETY.

   REPLACE WITH:

   C-1 General Scope

   (a) The Company shall provide collection services for the City, exclusive of emergency medical services and parking citations, and also exclusive of the City's Municipal Court requirements. The collection services shall cover delinquent accounts for general City receivables and Business Licensing civil penalty fees. Generally, cases assigned to the Company will be a minimum of ninety (90) days old. The services to be performed by the Company include, but are not limited to:

      (i) Collect on delinquent accounts such as:

         (1) City Attorney billings for discovery

         (2) Fire Prevention Billings

(3) Neighborhood Services for code violations/shopping carts

(4) Business License Inspection Fees

(5) IWS (Industrial Waste Services) Permit Fees

(6) Damage against City-owned property

(7) Pet permits

(8) Miscellaneous general accounts receivable

(9) Business Licensing civil penalty fees

(ii) Maintain a historical and transactional database, which is timely, accurate and easily audited

(iii) Adhere to nationally accepted professional standards for customer service and collection services professionals

(iv) Send and receive electronic data

(b) Collections shall be defined as payment received by the Company on any case assigned to the Company.

(c) The Company shall process those assigned cases of unsuccessful prior collection attempts by the City or previous agencies.

(d) The Company shall not have the power to negotiate for the City, unless authorized in writing by the City.

4. **C-2 Deliverables.** Add language for accommodation of possible changes in file type.

DELETE IN ITS ENTIRETY

REPLACE WITH:

C-2 Deliverables

(a) The Company shall provide a monthly report, or provide access to a webpage for self service, of cases referred by the City, showing the date received by the City, amounts due, amounts collected, current status (active or closed) and the date the case was collected on by the Company. The Company shall transmit the report to the City's Project Manager by the 20th of the month following the month reported. In the event there is a change to the City's data systems, the Company will accommodate the report file type to match the new system(s).

(b) The Company's management and staff shall meet periodically with City personnel, upon request, to discuss the services performed under the Contract. The Company and the City shall mutually establish routine written procedures, within the general scope of work, for handling the collection services. The City retains the right of final approval for any written procedures developed by the Company prior to their initiation. The procedure shall include, but not limited to, a copy of the Company's procedures, a written plan for the flow of each type of case. At a minimum, the Company shall maintain a file on each delinquent account containing a record or any and all telephone calls, letters and any other contracts made with the debtor or a third party regarding the delinquent account(s).

5. **D-2 Project Manager/ Company Representative**. List Project Manager for the Department of Finance and for the Department of Planning, Business Licensing Division.

DELETE IN ITS ENTIRETY.

REPLACE WITH:

D-1 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Cathy Martinez, Financial Supervisor, as the Project Manager for the Department of Finance portion of this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The City designates Mary McElhone, Business License Section Manager, as the Project Manager for the Department of Planning, Business Licensing Division portion of this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract

(c) The Company designates Marel Germain, President/CEO, as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

6. General. In the event of any conflict between the Contract and this modification, the provisions of Modification No. 1 take precedence. All other contract terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Modification No 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO — Date
Manager, Purchasing and Contracts

CREDIT BUREAU CENTRAL, INC.

MAREL GERMAIN, President — Date

ATTEST:

BEVERLY K. BRIDGES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 5-1-14
Deputy City Attorney — Date