## AMENDMENT NO. 3 RFP NO. 603699-15 COLLECTION AGENCY SERVICES FOR LAS VEGAS JUSTICE COURT

**THIS AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by and between CLARK COUNTY, NEVADA (hereinafter referred to as "COUNTY"), and HARRIS & HARRIS, LTD. (hereinafter referred to as "PROVIDER").

#### WITNESSETH:

**WHEREAS**, the parties entered into an agreement under RFP Number 603699-15, entitled "Collection Agency Services for Las Vegas Justice Court" dated February 16, 2016 (hereinafter referred to as CONTRACT); and

WHEREAS, the parties desire to amend the CONTRACT.

**NOW, THEREFORE**, the parties agree to amend the CONTRACT as follows:

1. Section 1: Term of Contract.

Written per Amendment 2:

COUNTY agrees to retain PROVIDER for the period from Date of Award through December 31, 2016, with the option to renew for five, one-year periods, subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

Revised to read:

COUNTY agrees to retain PROVIDER for the period from Date of Award through December 31, 2016, with the option to renew for six, one-year periods, subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

2. Exhibit A Scope of Work, Section V, Subsection No. 1, Letter A, Page A-2.

Originally Written:

AGENCY shall provide first party receivables management services for traffic cases in warrant status. LVJC, at its sole discretion, may require AGENCY to provide services for delinquent misdemeanor criminal, House Arrest, Alternative Sentencing and Education fees, credit card chargebacks for fine and fees, and for returned checks for the Justice Court. Generally, the cases assigned to AGENCY will be a minimum of 49 days delinquent. LVJC reserves the right to request first party debt receivable management services on any misdemeanor criminal or traffic case in delinquent warrant status. Such services shall be provided in accordance with all the terms and conditions of this Contract. The services to be performed by AGENCY include, but are not limited to:

#### Revised to read:

AGENCY shall provide first party receivables management services for traffic cases. LVJC, at its sole discretion, may require AGENCY to provide services for delinquent misdemeanor criminal, credit card chargebacks for fine and fees, and for returned checks for the Justice Court. The cases assigned to AGENCY will be identified by the LVJC as delinquent. LVJC reserves the right to request first party debt receivable management services on any misdemeanor criminal or traffic case regardless of warrant status. Such services shall be provided in accordance with all the terms and conditions of this Contract. The services to be performed by AGENCY include, but are not limited to:

3. Exhibit A Scope of Work, Section V, Subsection No. 2, Page A-3.

Add additional paragraph Letter J:

Once all third-party Collection Agency Services have been exhausted pursuant to the AGENCY collection methodology and guidelines set by LVJC, the case shall be closed and returned to LVJC as impossible or impracticable to collect.

4. Exhibit A Scope of Work, Section V, Subsection No. 7, Letter G, Page A-5.

Originally Written:

AGENCY is responsible for sending 1st and 3rd party collection notices.

- i. LVJC given right to review/define notice content for approval.
- ii. LVJC will send one late notice on LVJC cases 15 days delinquent.
- iii. Customers will only get one notice per case.

### Revised to read:

AGENCY is responsible for sending 1st and 3rd party collection notices.

- i. LVJC given right to review/define notice content for approval.
- ii. LVJC will send payment reminder notices when telephone or email contact information is available prior to assignment of case for 1st and 3rd party collections.
- 5. Exhibit A Scope of Work, Section V, Subsection No. 7, Letter H, Page A-5.

## Originally Written:

LVJC will define time period cases go into 1st party collections status and when cases move from 1st party to third party collections.

- i. At 49 days delinquent, case sent to 1st party collections.
- ii. At 121 days delinquent, case sent to 3rd party collections if no activity.
- iii. 1st party cases 90 days delinquent from last payment sent to 3rd party collections.

## Revised to read:

LVJC will define time period cases go into 1st party collections status and when cases move from 1st party to 3rd party collections.

- i. At time of delinquency as established by LVJC, case sent to 1st party collections.
- ii. At 121 days delinquent, case sent to 3rd party collections if no activity.
- iii. 1st party cases 90 days delinquent from last payment sent to 3rd party collections.
- 6. Exhibit A Scope of Work, Section V, Subsection No. 7, Letter J, Page A-5.

## Originally Written:

Daily automated process for AGENCY to request warrant issues/recalls on cases.

- i. Schedule of warrant issues/recalls 49 days delinquent.
- ii. Present change to put cases in warrant the day after due date. Case would not go to collections until 49 after due date.
- iii. AGENCY will send 1 file for warrant issues.
- iv. AGENCY will send 1 file for warrant recalls.
- v. LVJC reserves the right to set/change guidelines for issuing/reissuing warrants at any point.

### Revised to read:

Daily automated process for AGENCY to request warrant recalls on cases.

- Schedule of warrant recalls.
- ii. AGENCY will send 1 file for warrant recalls.
- iii. LVJC reserves the right to set/change guidelines for issuing/reissuing warrants at any point to comply with Nevada law.
- 7. Replace Exhibit A1 Fee Schedule with Exhibit A1 attached hereto.

This Amendment No. 3 represents an increase of \$545,000.

Except as expressly amended herein, the terms and conditions of the CONTRACT shall remain in full force and effect.

| COUNTY:<br>COUNTY OF CLARK, NEVADA |                         | <b>PROVIDER</b> :<br>HARRIS & HARRIS, LTD. |  |  |  |  |
|------------------------------------|-------------------------|--|--|--|--|--|
| By:                                | -                       | By: Sal X                                  |  |  |  |  |
| •                                  | JESSICA COLVIN          | SAL HAZDA                                  |  |  |  |  |
|                                    | Chief Financial Officer | Chief Executive Officer                    |  |  |  |  |

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

By: ELIZABETH VIBERT Deputy District Attorney

# Exhibit A1 Fee Schedule

| AGEN        | ICY shall provide the Services identified within the  | Contract in acc       | cordance with         | the Fee Sched       | ule identified h    | erein.              |                     | may make the transfer of the second s |  |
|-------------|---|-----------------------|-----------------------|---------------------|---------------------|---------------------|---------------------|--|--|
| Item        | Description of Services   | Period of Performance |                       |                     |                     |                     |                     |  |  |
|             |   | Initial Term          | 1st Renewal           | 2nd Renewal<br>Term | 3rd Renewal<br>Term | 4th Renewal<br>Term | 5th Renewal<br>Term | 6th Renewa   |  |
| 1           | First Party Collection Fees:  |                       |                       |                     | L                   |                     |                     |  |  |
|             | County/Court will pay AGENCY the following percentage of all recoveries from assianed accounts, as follows: | 7.25%                 | 7.25%                 | 7.25%               | 7.25%               | 7.25%               | 7.05%               | 7.05%  |  |
| 2           | Any additional costs:   |                       |                       |                     |                     |                     |                     |  |  |
|             | Not Applicable  | N/A                   | N/A                   | N/A                 | N/A                 | N/A                 | N/A                 | N/A  |  |
|             |   |                       |                       |                     |                     |                     |                     |  |  |
|             |   |                       | Period of Performance |                     |                     |                     |                     |  |  |
| Item<br>No. | Description of Services   | Initial Term          | 1st Renewal<br>Term   | 2nd Renewal<br>Term | 3rd Renewal<br>Term | 4th Renewal<br>Term | 5th Renewal<br>Term | 6th Renewa<br>Term   |  |
| 1           | Third Party Collection Fees:  |                       |                       |                     |                     |                     |                     |  |  |
|             | County/Court will pay AGENCY the following percentage of all recoveries from assigned accounts, as follows: | 9.49%                 | 9.49%                 | 9.49%               | 9.49%               | 9.49%               | 9.25%               | 7.05%  |  |
| 2           | Any additional costs:   |                       |                       |                     |                     |                     |                     |  |  |
|             | Not Applicable  | N/A                   | N/A                   | N/A                 | N/A                 | N/A                 | N/A                 | N/A  |  |