

AMENDMENT NO 1.

TO NAPA COUNTY AGREEMENT No. 190295B

THIS FIRST AMENDMENT to Napa County Agreement No. 190295B is made this ____ day of October, 2021, by and between the COUNTY OF NAPA, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and UNIQUE MANAGEMENT SERVICES, Inc. whose business address is 119 E Maple St, Jeffersonville IN 47130, hereinafter referred to as "CONTRACTOR";

WHEREAS, on May 7, 2019, COUNTY engaged CONTRACTOR in Agreement 190295B to collect unpaid fines, fees and lost material costs owed to County as ordered or assessed by the Napa County Library; and

WHEREAS, CONTRACTOR now desire to amend the Agreement to increase the scope of work to include Pre-Collection Services, as well as increase the contract maximum and term;

TERMS

NOW, THEREFORE, the parties hereby amend Agreement No. 190295B in accordance with the terms and conditions set forth below:

1. Exhibit "A" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "A-1", and all references in the Agreement to Exhibit "A" shall mean Exhibit "A-1".
2. Exhibit "B" of the Agreement is rescinded and replaced in full by that document entitled Exhibit "B-1", and all references in the Agreement to Exhibit "B" shall mean Exhibit "B-1".
3. Paragraph 3 "Compensation" is amended to read in full as follows:
 - (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-1," attached hereto and incorporated by reference herein.
 - (b) Expenses. No travel or other expenses will be reimbursed by COUNTY.
 - (c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be fifty thousand dollars (\$50,000) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.
4. Addendum 1, attached hereto is incorporated into the Agreement effective July 1, 2021.
5. This Amendment No. 1 shall be effective July 1, 2021.
6. The Contract term is hereby extended through June 30, 2026.

7. All other terms and conditions of Agreement No. 190295B shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment of Napa County Agreement No. 190295B was executed by the parties hereto as of the date first above written.

Unique Management Services

By Nicole Atkins
Nicole Atkins
President/CEO

By Charlie Gary
Charlie Gary
Secretary/Treasurer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
ALFREDO PEDROZA, Chair
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Susan B. Altman, Deputy</u> County Counsel</p> <p>Date: <u>October 1, 2021</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A-1”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

Fines, Fees and Materials Recovery Service:

The LIBRARY has a direct and vital interest in the collection of revenues owed to LIBRARY and COUNTY as they relate to materials recovery, fine and processing fees. To achieve the highest level of performance in collection services, LIBRARY and COUNTY wish to contract for collection services in LIBRARY fine, fee and materials recovery collection management.

When a Library patron has obligation for which the LIBRARY or COUNTY has imposed a fine, fee, or cost; and allows a cash amount in lieu of fine, fee or cost it becomes an outstanding account. On a weekly basis, LIBRARY shall refer and assign to CONTRACTOR outstanding accounts that include, but are not limited to, lost materials, cost recovery, fines, fees associated with lost materials, overdue fines totaling or exceeding \$25.00

Once LIBRARY refers CONTRACTOR an outstanding account, CONTRACTOR will be responsible for notifying patrons of amounts owed. CONTRACTOR notify patrons regarding the amounts they owe and direct them to the LIBRARY to pay outstanding accounts. CONTRACTOR shall provide LIBRARY with any addresses obtained through these contacts. The CONTRACTOR will accept accounts by electronic batch transfer.

All payments collected from patrons on outstanding accounts will be made directly to LIBRARY, not collected by CONTRACTOR, in the form of cash, check or credit card. LIBRARY has received “Right of Endorsement” in the instance that checks are mailed directly to CONTRACTOR or written out to CONTRACTOR.

Pre-Collection Service:

CONTRACTOR UNIQUE MANAGEMENT SERVICES, INC. (UNIQUE) was developed with the intent to provide professional communication and collection solutions to libraries. UNIQUE’S Gentle Nudge® Process is designed to increase the recovery of materials, fines, and fees, while ensuring the maintenance of customer goodwill. Unique strives to provide a high level of service to our clients, as well as their customers. We understand the importance of customer goodwill and take many steps to ensure this is maintained throughout all services. UNIQUE is the existing vendor for Napa County Library for collection services. As such, we are intimately familiar with the requirements and can meet expectations. Implementation of both services would be seamless.

PRE-COLLECTION NOTIFICATION SERVICES

All pre-collection notices have been closely developed in concert with the library to ensure the quality and wording meets the exacting expectations of both the library and the customer. Wording can be changed to meet the needs of the library and UNIQUE has the ability to send these notice types via print, telephone, SMS or HTML email.

UNIQUE can provide pre-collection notices (Overdue, Bill and Hold) in the desired print format and also has the ability to provide those notices via telephone notification, SMS notification and email notification (via our Message Bee service). Napa County Library will approve all wording that is included on the pre-collection notices prior to notices being delivered to customers.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written report.

EXHIBIT “B-1”

COMPENSATION

Fines, Fees and Materials Recovery Service \$30,000:

A flat rate of \$9.45 per referred outstanding account. CONTRACTOR further agrees that all payments collected from patrons on outstanding accounts will be made directly to LIBRARY and that CONTRACTOR will invoice COUNTY for all outstanding charges.

Pre-Collection Service \$10,000:

COUNTY will be billed once per month for the previous month's total of notices and bills sent at the following rate: \$0.79 per notice. Prices will be protected from any additional increases with the sole exception of any U.S. postal price increase, which Library agrees to pay. Unique Management Services agrees to customize print notices to the requirements of the Library. The Library shall give Unique Management Services final approval of all notices prior to starting services.

Additional Services (including maintenance fees) \$10,000:

Unique Management Services charges an annual maintenance fee of \$500 (this includes 5 hours of maintenance). Any additional services as requested and/or approved by the Director of Library Services

Contract Maximum \$50,000



ADDENDUM 1 to Materials Recovery/Collection Service

SCOPE OF WORK for Pre-Collection Service

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The UNIQUE Print Notification Service is part of our on-going commitment to provide efficient solutions for libraries. Below are a few highlights of this add-on service:

Cost is \$.079* per notice. Notices printed on 8½" x 11" paper with the library logo allowing significant room to communicate with patrons. Up to 16 items can be listed on EACH notice; thereby, reducing the number of notices that are mailed and limiting the overall cost.

The library has full control over the wording used on the notice(s).

All notices are run through our National Change of Address (NCOA) service. UNIQUE provides the library with a change of address report for new addresses.

A confirmation email indicating receipt of each file submitted. An additional email is also generated once files have been processed providing the number of notices printed and number of records rejected due to insufficient address information.

The library provides UNIQUE with an output of their notice file. UNIQUE is accommodating receipt of files in various formats; Excel or Text formats are most common.

** After the initial year an annual Maintenance Fee of \$500 per client is charged. Per notice prices will be protected from any additional increases with the sole exception of United States postal price increases, which Library agrees to pay.*

Unique Management Services, Inc.

By Nicole Atkins

Nicole Atkins, President and CEO

Unique Management Services, Inc.

By Charles Gary

Charles Gary, Secretary/Treasurer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____

Alfredo Pedroza, Chair Board of Supervisors

"COUNTY"