

SERVICES AGREEMENT

UNIQUE MANAGEMENT SERVICES, INC.

Material Recovery Services

THIS SERVICES AGREEMENT is made and entered into on this ____ day of _____, 2023 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and UNIQUE MANAGEMENT SERVICES, INC., a Kentucky corporation authorized to do business in California ("Contractor").

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Material Recovery Services ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect from the date of execution through June 30, 2028, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to exceed Fifty Thousand Dollars (\$50,000.00), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City,

City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including, but not limited to, property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor.

The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

11.4 Cyber Liability Insurance. Prior to City's execution of this Agreement, Consultant shall obtain and maintain during the term of this Agreement cyber liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of

private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further

warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Riverside Library
City of Riverside
Attn: Library Director
3900 Main Street
Riverside, CA 92522

To Contractor

Unique Management Services, Inc.
Attn: Melissa Fenton
119 East Maple Street
Jefferson, IN 47130

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

UNIQUE MANAGEMENT SERVICES, INC., a Kentucky corporation authorized to do business in California

By: _____
City Manager

By: Nicole Atkins
Print Name: Nicole Atkins
Title: President + CEO
(Signature of Board Chair, President, or Vice President)

Attest: _____
City Clerk

and

Certified as to Availability of Funds

By: _____
Chief Financial Officer

By: Charles L. Gandy
Print Name: Charles L. Gandy
Title: Secretary/Treasurer
(Signature of Secretary, Assistant Secretary, CFO, Treasurer, or Assistant Treasurer)

Approved as to Form:

By: [Signature]
Senior Deputy City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF SERVICES

EXECUTIVE SUMMARY

Lyle Stucki and Charles Gary already shared almost a dozen years of debt-collection experience when they founded Unique Management Services, Inc. (UMS) in 1994, with the idea of working exclusively with libraries. Many years later, libraries are still our only clients. UMS understands that libraries are unique and necessitate a service designed exclusively for them. ***UMS has provided a customer service-driven approach focused on libraries and their communication and material recovery and fine/fee collection needs for over 25 years.*** That is over 25 years of business with Library systems, specifically.

This focus on libraries translates into a process that yields higher recovery results, increased patron goodwill, intelligent administration tools, and staff time-savings. Our commitment to working with library technology providers, like Innovative Interfaces Inc. (III), is un-matched in the industry. UMS provides a range of tools to facilitate communication between library patrons, library staff and UMS.

UMS was developed with the intent to provide professional communication and collection services to libraries. UMS' trademarked **Gentle Nudge®** Process is designed to increase the recovery of materials while ensuring the maintenance of patron goodwill. UMS prides itself in providing a high level of service to our clients, as well as their patrons. We understand the importance of patron goodwill and take many steps to ensure this is maintained throughout the process. Our written contacts are designed to encourage response, without offending the patron. Our phone contacts allow patrons to ask questions to ensure they fully understand their debt obligation. Our Strategic Partnerships with library ILS vendors ensure modules and interfaces have been developed to provide automated transfer of data, which helps increase the accuracy of information in our database. In turn, we are able to provide accurate information when contacting patrons.

UMS provides a combination of written communications and telephone calls that are designed specifically to "professionally nudge" patrons to return materials to the library. Our careful use of leverage provided by third party intervention coupled with an awareness of patron sensitivity provides excellent results with no loss of patron goodwill. UMS' **Gentle Nudge®** approach is designed to get your patrons back in good standing with the library thereby providing an opportunity to increase circulation. All collection activity is performed according to the provisions set forth in Federal Fair Debt Collection Practices Act (FDCPA), Fair Credit Reporting Act (FCRA), Telephone Consumer Protection Act (TCPA) and all applicable state and local laws.

UMS has cultivated over two decades of experience working with Innovative Interfaces Inc., producer of the Polaris Library System Software (Polaris), and libraries using the Polaris ILS and Debt Collection Software. UMS offers a comprehensive service designed to help libraries

maximize their recovery of overdue materials. This service includes gentle letters, emails, telephone calls and skip tracing, in addition to incomparable customer service for the library and patron, alike. UMS offers a complete material recovery service designed solely for libraries. Furthermore, our Strategic Business Partnerships with ILS vendors, including the library's current vendor, Innovative Interfaces Inc., ensures UMS can help libraries completely automate the process of submitting and updating accounts.

UMS also has Strategic Partnerships and/or relationships with all of the major ILS vendors, including but not limited to Axiell, Biblionix, Civica, Infor, SirsiDynix, TLC/CARL, Capita and VTLS. In addition to these systems, UMS has helped develop similar automated processes for Open Source ILS commercial providers. This ensures that UMS would be able to work with RPL should the Library opt to migrate to a new ILS provider. UMS provides all personnel, materials, services and facilities needed to complete this contract.

On a monthly basis, the library will be provided with a suite of monthly management reports. These reports include, but are not limited to, monthly recovery data and historical recovery data. All of our reports, letters, telephone scripts, and other contacts are designed specifically for libraries. Unlike traditional collection agencies, our system is designed to provide thorough management reports on a monthly basis. Additionally, UMS is happy to provide any requested reports free of charge.

We have learned that libraries are unique organizations and need a material recovery service tailored to meet their specific needs. Our service is designed to meet those needs. UMS is the right collection company if you want a recovery service that will provide a high level of effectiveness in terms of recovering materials, the ability to maintain patron goodwill, receive a two-times guarantee and minimize library staff time and paperwork through use of technology.

DESCRIPTION OF AUTOMATED PROCESS

UMS has the Bloodhound collection software system, which is a state of the art collection system. The software was tailor designed to meet the specific needs of library clients. The system allows for immediate update capabilities when any contact is made with overdue patrons. Detailed notes are kept in the system regarding every contact made to each patron.

UMS has a Strategic Partnership that allows a completely automated submission and update process via the Polaris by Innovative ILS. The Polaris Collection Agency Interface was developed specifically for use with UMS process and UMS technical staff members have unmatched experience and expertise in working with the interface.

UMS shall receive a submission report from the library that will provide limited patron information including the patron name, address, phone number, email, patron ID number, whether the patron is a juvenile, birth date, delinquency date, and total outstanding balance. This data would be transferred securely to UMS electronically using the Polaris Collection Agency Interface. UMS agrees to accept the data via FTP, as desired.

Upon receiving new accounts, UMS can provide the library with an acknowledgment verifying that we received the new patron accounts for processing. Then, UMS would contact the patrons in its name and encourage them to return overdue materials.

It is understood that the library would continue to send us a daily, itemized update list in electronic format showing details for borrowers who have responded to our contacts. The report would include borrower name, account number, and pertinent data such as amounts added, paid, waived, and value of materials returned. UMS will stop contact immediately for patrons who have cleared their accounts and adjust balances as appropriate for those who have responded before further collection activity takes place. At any time, the library can request that UMS suspend service on selected accounts. In these cases, UMS would suspend collection activity until notified by the library to continue.

UMS technical staff have worked with library staff over the years to set up and maintain the Polaris Collection Agency Module with the parameters desired by the library. UMS technical staff will continue to work with Library staff and ILL. The module has been set up to run once a week to flag new accounts that should be submitted for collection and to run daily to update accounts that have already been sent to collection. The file created by the module is submitted to UMS electronically to keep the process automated and reduce any staff time required.

With the interface that UMS has created, the new submission and update files can be loaded into the UMS computer system electronically to maximize speed and accuracy for processing patron data. The process described above, minimizes library staff time required and virtually eliminates paperwork.

UNDERSTANDING OF SERVICES REQUIRED

At present, a listing of delinquent patron accounts with balances of \$50.00 or more are provided to UMS along with information including the patron name, address, phone number, patron ID, whether the patron is a juvenile (if available), date of birth (if available) and total outstanding balance. This data would be transferred to us electronically using the Polaris Collection Agency Module.

Upon receiving new accounts, we can provide to the Library an acknowledgment verifying that we received the new patron accounts for processing. We would then begin to contact the patrons in our name and encourage them to return overdue materials to the library. If a patron sends a check to UMS to pay to replace an item, we would endorse the check over to the Library and send the payment to the Library within one working day to ensure all funds would go directly to the library. UMS will also provide the library with a right of endorsement which will allow the library to cash any checks they receive that may be made out to UMS.

Unique Management's **Gentle Nudge**® collection process is done in a professional, respectful and gentle manner in order to maintain patron goodwill. Our collection process consists of a

series of written communications and telephone calls as well as in-depth skip-tracing for those who do not respond to our initial contacts and those who have moved and left no forwarding address. Any new addresses are provided to the library in a monthly change of address (COA) report. If patrons have not cleared their account within 30 days after our last contact they may be credit reported to the two largest credit-reporting agencies in the United States (Transunion and Experian). These accounts are maintained in active status for no less than seven years or as specified by law. All contacts, both written and verbal, are professional and respectful to maintain patron goodwill throughout the entire collection process.

Unique understands that one of the fundamentals of effective debt recovery is data accuracy. As a result, UMS uses a variety of sources to locate patrons who have moved. Skip tracing enables us to obtain new addresses and new phone numbers, which are deemed to be inaccurate during the working of the account. The new data is not only used to enhance material recovery, but is also provided to the library on a monthly basis for updating the patron's record in the library database. This change of address report will include patron name, account number, new address, and new phone number. All written demands and telephone calls will be directed to the parent(s) or guardian(s) of any borrowers under the age of eighteen (18).

It is understood that the Library would send us a daily, itemized update list in electronic format showing details for borrowers who have responded to our contacts. The report would include borrower name, record number and the patron's new balance amount. UMS will stop contacts immediately for patrons who have cleared their accounts and adjust balances as appropriate for those who have responded before further collection activity takes place.

On a monthly basis, we provide a report that details, in alphabetical order by patron name and record number, the value of recovery. We would also include a summary of the collection performance to date.

UMS would continue to provide a representative to be the contact person for handling any problems encountered by the Library regarding the service. UMS would have our technical staff work with Library technical staff, at no additional cost, to work out all technical details for transferring appropriate data as necessary.

Gentle Nudge® Collection Process

UMS' trademarked **Gentle Nudge®** collection process is a combination of gentle letters, emails and telephone calls to encourage patrons to return past due items while protecting the relationship between the patron and the library. UMS material recovery letters are gentle letters are specifically designed to encourage the patron to contact or return to the library to protect that valuable relationship. The calling script has been tailored to meet the library's needs and desires.

UMS developed and trademarked the **Gentle Nudge**[®] process to increase the recovery of materials while ensuring the maintenance of patron goodwill. This 120+-day process spaced at intervals designed to allow patron response time consists of a minimum of three (3) scheduled written contacts and at least two (2) phone calls, emails and skip tracing to gently elicit patron response.

Letters and emails gently encourage patrons to return the long overdue materials to the library. An attorney regularly reviews all communication for legal compliance.

In addition to the three (3) scheduled letters/emails, other letters/emails are included as needed:

- Remaining Balance - Sent by UMS when a patron partially, but not fully, resolves their account. This prompts full material and revenue recovery and restores the patron to good standing with the library. This letter can be sent at any time, even after the 120-day process.
- Skip Tracing – In the event that a new address is found, an additional letter is scheduled. This letter can be sent at any time, even after the 120-day process.
- Paid-in-Full – Posted on the InfoLink client website 24 hours after the account is resolved. This letter comes on UMS letterhead and assures the patron the account has been resolved.

If initial phone calls are unsuccessful, additional attempts are made to contact the Library's patron and gently encourage a complete resolution of their account with the library. UMS is also sensitive to cultural needs and employs Spanish speaking contact specialists and inbound call specialists.

UMS does not differentiate service level by the balance on the account. Additionally, UMS will work the entire **Gentle Nudge**[®] process or until the account has a zero balance at the Library and the patron is in good standing.

All communications to juveniles are directed to the parent or guardian, unless otherwise instructed. We have excellent success with juvenile accounts without jeopardizing patron goodwill. RPL will continue to have the ability to approve all collection efforts related to juvenile accounts.

UMS continually analyzes the contact process and may enact change to optimize recovery. Any collection approach adopted by UMS will be similar in character and will contain a like number of contact attempts. UMS understands the importance of patron goodwill and strives to ensure this is maintained throughout the process. Our process is designed to encourage response, without offending or harassing the patron.

UMS provides skip-tracing services to locate patrons who have relocated or those with inaccurate contact information within the Library's database. At a minimum, this process

occurs upon initial referral and approximately half way through the contact process on all accounts referred to UMS regardless of the balance of the account. When UMS finds a good address, we will contact the patron at the new location at no additional cost. UMS provides all newly acquired address information to the library in the monthly Change of Address report (COA). This report is provided in a comma-delimited format to allow the library full ability to upload information to their database.

Other collection agencies may claim to work with libraries, yet their processes are designed for retail markets, dental practices, law firms, medical fields, or other city departments. ***UMS focuses solely on libraries to provide the most tailored service possible. All aspects of the UMS collection process are designed exclusively for libraries and shaped by over 25 years of experience conducting material recovery services.***

As part of UMS' library specific service, all UMS contacts instruct patrons to return materials and make payments directly to the Library. These updates are monitored via an automated daily update report which UMS uses to update the balances in the collection system. On rare occasions, patrons mistakenly mail check or money order payments to UMS. Such payments are recorded in the UMS database, and the checks/money orders are forwarded to the Library the same business day.

All work performed is conducted according to applicable provisions of the Federal Fair Debt Collection Practices Act (FDCPA), Fair Credit Reporting Act (FCRA), Telephone Consumer Protection Act (TCPA) and all applicable state and local laws. Detailed records and documentation are maintained and provided to the library. We ensure the confidentiality, security and safety of all library files, documents, computer files, etc. All information provided to UMS is used solely for the purpose of collection of those accounts.

Management Reports

UMS provides custom, detailed reports to the Library on a monthly basis highlighting the value of materials returned, money received, charges waived, and the balance due. UMS monthly management reports are designed to provide library administration a clear concise understanding about the material recovery process and its overall results. ***All reports are provided to the library at no additional cost and are available via our secure website or in hard copy, if requested.***

Unlike traditional collection agencies, our system is designed to provide delineated reports on material returned as well as cash received and amounts waived. These reports allow the library to manage and track the entire material recovery process. By providing recovery data broken into categories of cash paid, materials returned, and amounts waived the library gains many benefits.

All UMS reports are designed exclusively for libraries. The following reports are provided as standard each month and samples will be provided upon request:

- Collection Statement: A thorough listing of transactions that have occurred in previous

month

- Progress Report: Status of all accounts submitted during the previous six months
- Change of Address (COA) Report: A detailed listing of new addresses and phone numbers obtained the previous month.
- Summary Status of Accounts Report: Historical summary of collection efforts.
- Suspended Accounts Report: List of all accounts suspended by the library.
- Bankruptcy Report: List of all accounts with pending, discharged or dismissed bankruptcies.

Most reports are available in HTML, PDF, and Excel versions to best meet the Library's needs. Should the Library require additional/custom reporting, a request should be made to the library's designated Account Manager. We understand that each of our clients has unique reporting needs and will work to provide the requested custom report.

UMS also provides custom ad-hoc reporting to the Library via the InfoLink website at no additional charge. Reporting can easily be done by patron name, account number, barcode, date listed with UMS, date of transaction, balance, phone number, etc. These reports can be exported in Excel format.

Online Client Account Database

UMS provides online access to our database to ensure our clients have access to information on patron accounts that have been submitted for collection activity. This site is referred to as InfoLink Account Access and gives the library 24-hour live access to UMS' system through a secured connection. The account access feature allows authorized staff members access to all accounts referred to UMS. The site allows the user to view payments posted on a patron account, view contacts made during the collection cycle by UMS, view a timeline of all contacts and payments and provides the ability to update the patron address, phone number or date of birth. One of the most popular features of the InfoLink Account Access site is the option of printing a paid in full letter for any account that has a \$0.00 balance, twenty-four hours a day, seven days a week in multiple languages including English, Spanish, and French.

InfoLink provides Library staff with the option to "suspend" and "resume" accounts in the UMS collection process. This important tool allows library staff to offer flexibility, such as payment plans, to patrons as needed, helping to promote positive borrower goodwill. The library has full control as to who has permission to access this feature.

UMS is obligated to safeguard City of Riverside library customer information by implementing robust security measures and adhering to applicable data protection regulations. Unauthorized access, use, or sharing of customer records, ensuring that customer information is only accessible by authorized personnel or with prior written authorization from the City of Riverside Chief Innovation Officer. In the event of a data breach or unauthorized access to customer data, UMS shall promptly notify the City of Riverside's information security team and affected parties and take appropriate measures to mitigate the impact of the breach and prevent future incidents

EXHIBIT "B"
COMPENSATION

FEES FOR SERVICES PERFORMED

UMS offers the following pricing options:

Complete Service Pricing Per Patron Submitted \$8.95

Please note that this is an all-inclusive price. There are no hidden set-up fees or cost for additional reports, on-site visits, website access, etc. Invoices are net 30 days.

When it comes to selecting a collection agency and service there are many things to consider. The lowest cost service may not always be best. Below are a few other things to consider:

- Ability to maintain patron goodwill
- Experience working with Library clients
- How will data be transferred
- Expected returns in material and money
- Paper-work required
- Library staff time required
- Budget neutrality guarantee
- Quality of Customer and Technical service available to the Library
- Level of service provided at all balance levels

Many competitors utilize processes that are balance contingent, abbreviated, or overly aggressive, which ultimately results in significantly fewer recoveries and loss of patron goodwill. UMS clearly demonstrates the ability to meet or exceed any and all needs of the Library. UMS is the only material recovery agency that can offer all of the following:

- Over 25 years of library-only collection experience
- Strategic Partnership with Innovative Interfaces, Inc. (Polaris)
- Auto-Synchronization/Maintenance Process
- Trademarked **Gentle Nudge**® Approach
 - o Live calls to patrons
 - o Patrons directed to the Library
- Over 1,400 library clients, world-wide
- 24/7, secure online access
- Monthly management reports developed for libraries
- Data Security
- Superior Customer Service

EXHIBIT "C"
KEY PERSONNEL

Key Personnel

It is UMS' mission to provide our clients with excellent customer service and UMS is led by Nicole Atkins, President and Chief Executive Officer. The core management team represents a combined 100+ years of service at UMS and bring a wealth of knowledge and experience in debt recovery for the Riverside Public Library. The primary Account Manager has been, and will continue to be, Melissa Fenton.

UMS prides itself on the quality of its staff. Our recruiting, training and retention strategies ensure that all staff have the requisite knowledge, skills and abilities to fulfill UMS' mission of bulletproof service to our customers. All UMS employees are thoroughly vetted and maintain a level of education and experience commensurate with their position. Key contacts are listed below:

Name	Position	Experience
Nicole Atkins	President/CEO	20+ years experience in library collections industry
Melissa Fenton	Customer Service Account Manager	20 years experience in library collections industry
Andy Harp	Director of Customer Service	15 years experience in library collections industry
Mike Lawrence	Manager of Library Technical Support	20 years experience in library collections industry

The following is a summary organization chart showing project personnel who may be involved in servicing the RPL:

