

## FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **JUSTICE BENEFITS, INC.**, a corporation, with an address of 2010 Valley View Lane, Suite 300 Dallas, Texas 75234, (the "Consultant").

07-045-D

### BACKGROUND:

A. The City and the Consultant entered into an Agreement, dated February 6, 2007, and amendment on February 26, 2008, January 20, 2009 and January 26, 2010 (the "Agreement"), to provide assistance in applying for funds through the Federal SCAAP program.

B. The parties wish to extend the Agreement for an additional two (2) years and increase the compensation to the Consultant.

THUS, in consideration of the premises and the mutual covenants and obligations herein set forth the parties agree as follows:

1. That Article 3 of the Agreement entitled "**TERM OF AGREEMENT**" is amended to read as follows:

"3. **TERM OF AGREEMENT**: The term of the Agreement shall commence on January 1, 2007 and terminate on December 31, 2012, provided that the Agreement may be extended for successive one (1) year terms and upon agreement of the parties and appropriation of sufficient funds by the City. The Parties hereby ratify all performance by the Contractor hereunder from and after January 1, 2007."

2. That Article 5(A) of the Agreement entitled "**COMPENSATION AND PAYMENT**" is amended to read as follows:

### "5. **COMPENSATION AND PAYMENT**:"

A. The Consultant agrees to accept, and the City agrees to pay, as full and complete compensation for completion of all the items of work contained in this Agreement, a fee calculated at the rate of eight percent (8%) of all new revenue received by the City that are a direct and proximate result of the Consultant's successes in performing the work described above, however, that such fee shall not exceed a maximum of **Six Hundred Thousand Dollars (\$600,000.00)** during the term of this Agreement. Such percentage compensation shall be all-encompassing, constituting the Contractor's fee and all cost reimbursement for all of the services

performed. Such percentage fee shall be payable upon receipt and approval by the City of complete and satisfactory invoices from the Contractor, demonstrating performance of services as described above, and provision of all required deliverables.”

3. Except as herein amended, the Agreement is affirmed and ratified.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the City and the Consultant have executed, through their respective lawfully empowered representatives, this Fourth Amendatory Agreement as of the day and year first above written.

**ATTEST:**

By: \_\_\_\_\_  
STEPHANIE Y. O'MALLEY,  
Clerk and Recorder, Ex-Officio  
Clerk of the City and County of Denver

**APPROVED AS TO FORM:**  
DAVID R. FINE, Attorney for the  
City and County of Denver

By: \_\_\_\_\_  
Assistant City Attorney

**CITY AND COUNTY OF DENVER**

By: \_\_\_\_\_  
MAYOR

**RECOMMENDED AND APPROVED:**

By: \_\_\_\_\_  
Manager of Safety

By: \_\_\_\_\_  
Director of Corrections / Undersheriff

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No. CE71019(4)

By: \_\_\_\_\_  
Auditor

**"CITY"**

**JUSTICE BENEFITS, INC.,**  
Taxpayer (IRS) Identification  
No. 75-2795617

By: \_\_\_\_\_  
*Charles A. Loran*

Title: Senior Vice President

**"CONSULTANT"**