

## SECOND AMENDATORY AGREEMENT

**THE SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **INTEGRAL RECOVERIES, INC.**, a Colorado corporation, with its principal place of business located at 750 W. Hampden Avenue, Suite 501, Englewood, Colorado 80110 (“Contractor”).

### RECITALS

**A.** The City retained Contractor by an Agreement dated May 30, 2012 to provide professional services to assist the Denver County Court (the “Court”) with collection of fines, costs, and fees owed by defendants who have failed to timely pay the Court, which Agreement was amended by the Amendatory Agreement dated February 20, 2013 (collectively, the “Agreement”).

**B.** The City and Contractor wish to amend the Agreement to extend its term for an additional year, increase the total compensation for the extended term, establish a performance criterion, and as otherwise set forth below.

**NOW, THEREFORE**, the parties hereby amend the Agreement as follows:

**1.** Section 2 of the Agreement, entitled “**SERVICES TO BE PERFORMED**,” is amended by adding two subparagraphs as follows:

- “(i) Contractor shall collect at least **twenty-five percent (25%)** of the total dollar value of all accounts receivable referred to it by the Court (aka City Accounts), minus canceled and returned accounts, by calculating the total dollar value recovered on the total dollar value of accounts placed for more than a 12 month period as reflected in the corresponding 12 Month Recovery Report. At its sole discretion, the Court may consider factors beyond Contractor’s control, such as change in law regarding collections practices, should they have an adverse effect on the target recovery percentage.
- “(j) Upon and as requested by the City, Contractor shall provide Client Status Reports, 12 month Recovery Reports, and all other reports to the City. Contractor shall include in all reports a level of detail satisfactory to the City.”

**2.** Section 3 of the Agreement entitled, “**TERM**”, is amended by deleting the first sentence and replacing it as follows:

“**3. TERM**: The term of the Agreement is from February 3, 2012 and will expire February 3, 2015; provided, however, that the Agreement may be extended for one additional one-year period (the “Term”). Subject to the

Court's prior written authorization, Contractor shall continue all Services for a period of sixty (60) days for accounts referred to Contractor before expiration of the Term but that remain unpaid, in whole or part, with all terms of the Agreement remaining in full force and effect until one hundred twenty days (120) days from the date of the Court's prior written authorization."

3. Section 4 entitled, "**COMPENSATION AND PAYMENT**", is amended as follows:

- a. Subparagraph "(c) **Invoicing**" is amended by deleting "Upon and as requested, Contractor shall also provide Client Status Reports and 12 month Recovery Reports with a level of detail satisfactory to the Court."
- b. Subparagraph "(d) **Appropriations**" is amended by deleting it and replacing it as follows:

**"(d) Maximum Contract Amount; Appropriations:**

**(1) Maximum Contract Amount:** Notwithstanding any other provision of the Agreement, the City is not liable for payment for Services rendered and expenses incurred by Contractor for any amount in excess of **Two Million Eighty Thousand and 00/100 Dollars (\$2,080,000.00)** (the "Maximum Contract Amount"). Compensation for Services will be derived solely and exclusively from monies paid to the City directly and proximately resulting from Contractor's successful collection of debts owed to the City. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically stated in the Agreement, including Exhibit A. Any services performed beyond those duly authorized pursuant to the Agreement are performed at Contractor's risk and without authorization under the Agreement.

**(2) Appropriations:** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City."

4. Except as amended in the Second Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

5. The Second Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

6. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into the Second Amendatory Agreement. The person or persons signing and executing the Second Amendatory Agreement on behalf of Contractor hereby warrants and guarantees that Contractor has fully authorized he or she or them to execute the Second Amendatory Agreement on behalf of Contractor and to validly and legally bind Contractor to all terms, performances and provisions in the Agreement as amended by the Second Amendatory Agreement set forth herein.

7. The Second Amendatory Agreement may be executed in two (2) counterparts, each of which is an original and constitutes the same instrument.

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**Contract Control Number:**

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

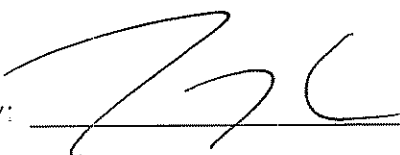
By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** COURT-201204950-02

**Contractor Name:** INTEGRAL RECOVERIES

By: 

Name: Terry Boe  
(please print)

Title: President  
(please print)

**ATTEST: [if required]**

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

