

COLLECTION SERVICES AGREEMENT

THIS COLLECTION SERVICES AGREEMENT ("Agreement") is entered into this _____ the day of _____, 2016 ("Effective Date"), by The Town of Erie, a Colorado municipal corporation, on behalf of the Municipal Court of the Town of Erie ("Municipal Court"), and Integral Recoveries, Inc., a corporation organized under the laws of the State of Colorado ("Agency").

The parties agree as follows:

1. Scope of Services Agency will provide Municipal Court with collection services consisting of Agency's normal collection activities, including, without limitation, correspondence and communications between Agency and the debtor and credit reporting, as deemed appropriate by Agency and agreed to by Municipal Court. Agency will provide services as an independent contractor and not as an employee of Municipal Court. Services will commence immediately upon Municipal Court's assignment of a debtor's account ("Account") to Agency.

2. Recovery and Agency Fee. The Account will specify the Judgment Amount (the amount due the court for fines, fees, costs, surcharges and restitution). Agency may seek to recover and may recover from the debtor an amount not greater than one hundred twenty-five percent of the Judgment Amount. Defendants will be directed to pay the Municipal Court directly. Agency will provide a monthly billing for twenty percent of all recoveries for its fee.

3. Term. This Agreement will commence on the Effective Date and will continue for 3 years. The parties may agree, in writing to extend the term. However, either party may terminate this Agreement by giving thirty days' written notice. Upon expiration of the Term or termination by notice, the parties may agree that Agency may continue collecting on those Accounts previously assigned to Agency under the same terms as set forth in this Agreement until those Accounts are closed or are cancelled.

4. Manner of Assignment. Assignment of an Account will be effective as the date Municipal Court submits the Account to Agency. Within fifteen working days of Agency's receipt of an assignment, Agency must submit a written acknowledgment of assignment to Municipal Court. If Municipal Court does not receive the acknowledgment within that fifteen day period, Municipal Court may withdraw that Account from Agency. After an assignment of an Account to Agency, Municipal Court will refrain from contacting the debtor for collection purposes and will refer all matters concerning collection to Agency for the duration of the period of assignment, unless Municipal Court cancels the Account as provided below.

5. Cancellation of Accounts. Accounts previously assigned to Agency for collection will be cancelled prior to the expiration of the period of collection if: (a) Municipal Court withdraws an Account, by notice to Agency in writing; (b) Agency ceases collection efforts on an Account it considers not collectable; or (c) the debtor files for bankruptcy and Municipal Court directs Agency to take no further action after Agency informs

Municipal Court and the Office of the City Attorney, in writing, of the filing for bankruptcy.

6. Standards of Agency Performance. Agency agrees to maintain the following minimum standards of operation and performance during the term of this Agreement and to provide proof of compliance upon request by Municipal Court:

- a. Maintain proper licensing and bonding as required by law
- b. Adhere to the provisions of all applicable laws and regulations, including the Federal Fair Debt Collection Practices Act and the Fair Credit Reporting Act.

7. Audits. Municipal Court has the right to audit the accounts assigned to Agency at any time upon advance written notice.

8. Litigation. No court action will be instituted for collection of Accounts by Agency without prior written authorization from Municipal Court.

9. Progress Reports. Agency will provide Municipal Court with written reports relating to collection activities, collection totals, dates of collection, and specific accounts when requested by Municipal Court.

10. Payment Remittance. By the 15th day of each month, Agency will provide Municipal Court with a billing of amounts collected during the previous month and Municipal Court will remit all amounts due to Agency from the collections for the previous calendar month.

11. Governing Law: Venue. This Agreement will be construed in accordance with the laws of the State of Colorado, the Town of Erie Municipal Code, and Town of Erie Ordinances, Rules, and Regulations.

12. Indemnification. Agency releases the Town of Erie and will fully protect, defend, indemnify, and hold harmless the Town of Erie, its officers, Town Board of Trustees, directors, employees, contract employees, agents and representatives from and against any and all losses, claims of personal injury, death or property damage, causes of action, costs and expenses, including attorney's fees, or liability of any nature arising out of or related to Agency's performance under this Agreement

13. No Third Party Beneficiaries. This Agreement is intended to be solely for the benefit of the parties hereto and their respective successors and permitted assigns, and this Agreement will not otherwise be deemed to confer upon or give to any other person or entity any remedy, claim, cause of action or other right.

14. Notices and other Communications. Any notice or other communication given or made under this Agreement must be in writing and sent by courier mail, with return receipt, or a copy may also be sent by facsimile or other electronic means. Any notice or other communication will be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Agency:

Integral Recoveries, Inc.
Jeffrey Slack, Director of Client Development
750 W. Hampden Avenue, Suite 501
Englewood, CO 80110

If to Municipal Court:

Attn: Rhonda Eckert
Erie Municipal Court
P.O. Box 510
Erie, CO 80516

15. Non-Waiver: The failure of either party to insist, in any one or more instances, upon strict performance of any of the provisions of this Agreement will continue and remain in full force and effect.

16. Entire Agreement: This written Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior offers, negotiations, and other agreements of any kind. There are no representations or understandings not set forth in this Agreement.

17. Prohibition Against Employment of Illegal Aliens.

A. By its signature on this Agreement, Agency certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States, Agency has participated or attempted to participate in the E-verify employment verification program ("E-verify") created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security.

B. Agency agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a subcontractor that fails to certify to Agency that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Agency has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-verify Program. If Agency has not been accepted into the E-verify Program prior to entering into this Agreement, Agency shall apply to participate in the E-verify Program every three months until Agency is accepted or work under this Agreement has been completed, whichever is earlier. This requirement shall not apply if the E-verify Program is discontinued.

D. Agency shall not use E-verify Program procedures to undertake pre-employment screening of job applicants while work under this Agreement is being performed.

E. If Agency obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Agency shall: (1) notify the subcontractor and the Municipal Court within three days that Agency has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that Agency shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Agency shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).


G. If Agency violates a provision of this paragraph/addendum, the Municipal Court may terminate this Agreement for breach of contract. If the Agreement is so terminated, Agency shall be liable for actual and consequential damages to the Municipal Court. Agency understands that, in the event of such a termination, Municipal Court is required to notify the office of the Colorado Secretary of State.

TOWN OF ERIE, a Colorado municipal corporation

BY: _____
Tina Harris, Mayor

Date: _____

INTEGRAL RECOVERIES, INC

BY:  _____
Jeffrey Slack
Director of Client Development
Integral Recoveries, Inc.

Date: 11-21-2016