

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made and entered into, effective as of the date set forth on the City's signature page ("**Effective Date**"), by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado ("**City**") and **MACHOL & JOHANNES, LLC**, a Colorado limited liability company, with its principal place of business located at 700 17<sup>th</sup> Street, Suite 200, Denver, Colorado 80202 ("**Special Counsel**"), collectively "the **Parties.**"

### WITNESSETH:

**WHEREAS**, the Parties entered into an agreement on November 18, 2013 to provide legal and collection services to assist the City in managing its collection activities ("**Agreement**"); and **WHEREAS**, the Parties desire to amend the Agreement to extend the term.

**NOW, THEREFORE**, in consideration of the premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

1. **Exhibit 1**, attached hereto, shall be incorporated into the Agreement and referenced therein as "Exhibit A-1".
2. Article 1 of the Agreement, entitled **PROFESSIONAL SERVICES TO BE PERFORMED** is hereby amended to add the new sub-paragraph 1.A.(1), to read as follows

"The term "Services", as used herein, shall include the facilitation of access to the Colorado Department of Labor and Employment, Division of Unemployment Insurance computer database necessary to continue Services, defined herein, and timely pursue litigation on behalf of the City. Don Korte, Treasury's Director of Taxation, shall have authority to sign the forms attached hereto as Exhibit A-1, as well as complete and sign any other forms or documents necessary for the City to gain access to the State's database information necessary for Special Counsel to continue to perform Services.

3. Article 3 of the Agreement entitled "**TERM**," is amended to read as follows:

"3. **TERM**: The term of the Agreement is from December 1, 2013 until December 31, 2019, or until the Maximum Contract Amount specified in Article 2.G above is expended, whichever is sooner, unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement

(“**Term**”). Subject to the City Attorney’s prior written authorization, the Special Counsel shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City Attorney.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGES TO FOLLOW]**

**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:** ATTNY-201313156-01

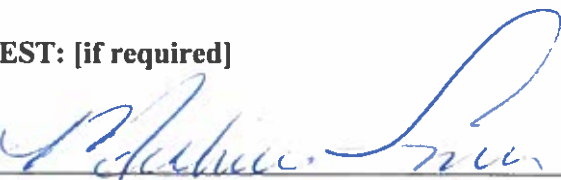
**Contractor Name:** MACHOL & JOHANNES LLC

By: 

Name: Randall D Johannes  
(please print)

Title: Managing Attorney  
(please print)

**ATTEST: [if required]**

By: 

Name: Michele Trice,  
(please print)

Title: Paralegal  
(please print)



**Exhibit 1**  
**To AMENDATORY AGREEMENT with**  
**MACHOL & JOHANNES, LLC**

**Added to Agreement as New**  
**Exhibit A-1**

Colorado Department of Labor and Employment  
Division of Unemployment Insurance

**REQUEST FOR ACCESS TO THE COLORADO DEPARTMENT OF  
LABOR AND EMPLOYMENT COMPUTER SYSTEMS**

<b>Applicant Information</b>	CDLE OFFICE USE ONLY	
Applicant Name (Last, First, MI)	Date	By
Worksite Address	User ID	
Worksite City, State, ZIP Code	Dept ACID	
Applicant Duties/Reason for Request		

Supervisor Name (printed)	Date
Supervisor Signature	

<b>Access Information</b>		CDLE OFFICE USE ONLY
Type of Request <input type="checkbox"/> New User <input type="checkbox"/> Reactivate User <input type="checkbox"/> Delete User <input type="checkbox"/> Name Change	Type of Access <input type="checkbox"/> CUBS <input type="checkbox"/> CATS	CUBS ID  CUBS Password

<b>Billing Information</b>	
Agency/Employer Name	Internal Work Unit Name
Agency/Work Unit Billing Code	

<b>Security Coordinator</b>	
Security Coordinator Name (printed)	Security Coordinator Telephone Number
Security Coordinator Signature	Date

CDLE OFFICE USE ONLY	
Approver Initials	Date
Comments	

Send the completed form to Chad Valdez or Patricia Beyer via fax at 303-318-9011 or e-mail at [cdle\\_ba\\_support@state.co.us](mailto:cdle_ba_support@state.co.us).

Colorado Department of Labor and Employment  
Unemployment Insurance Program

**NOTICE OF PERSONAL COMPLIANCE REGARDING  
THE USE AND RELEASE OF INFORMATION**

**RELEASE OF INFORMATION**

The Colorado Employment Security Act (CESA) as set forth by the Colorado Revised Statutes, section 8-72-107 governs the release of unemployment insurance (UI) records. The statute authorizes the release of information to public employees in the performance of their public duties, to agents of state or local child-support-enforcement agencies, or to agents of the UI Program.

Those who are authorized to receive UI records are not permitted to print UI records without express permission from the UI Program.

**RELEASE OF RECORDS THROUGH SUBPOENAS**

All subpoenas for UI data or information are routed to UI Staff Services for processing. The law requires that a subpoena be served at least 48 hours before a response is required. Subpoenas are served to:

Colorado Department of Labor and Employment  
Custodian of Records, UI Staff Services Branch  
251 East 12<sup>th</sup> Avenue, Denver, CO 80203

**POLICY COVERAGE AND VIOLATIONS**

The UI Program's policy regarding the release of information is **applied equally and impartially to all persons requesting information**, including employees and agents of the Participating Agency given use of and access to UI information.

CESA 8-72-107 (1) states, in part, "Any employee or member of the division or any referee who violates any provision of this article is guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than twenty dollars nor more than two hundred dollars, or by imprisonment in the county jail for not more than ninety days, or by both such fine and imprisonment."

I certify that I have reviewed and agree to abide by the terms of the "Summary of Data-Security Responsibilities for Access to the Colorado Department of Labor and Employment Database" and this "Notice of Personal Compliance Regarding the Use and Release of Information" concerning the disclosure and use of UI information.

I understand that **any act or omission to act on my behalf** that violates any term of the above-mentioned agreement or especially the terms concerning the disclosure of information under CESA 8-72-107, as amended, may subject me to criminal prosecution or civil liability.

Name Printed	Title	Date
Signature	Employer	