

CONTRACT AMENDMENT NO. 1

1. PARTIES

This Contract Amendment No. 1, dated June 11th, 2021 (the "Amendment") is entered into by and between **U.S. Bank National Association** (hereinafter referred to as "Contractor" or "Bank"), and the STATE OF COLORADO, acting by and through the Board of Trustees of Colorado Mesa University for the use and benefit of **Colorado Mesa University** (hereinafter called the "State" or "University"). The Contractor and the University shall be collectively referred to as the "Parties."

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the University's Vice President of Finance and Administration or authorized delegate (hereinafter called the "Amendment Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Amendment Effective Date.

3. FACTUAL RECITALS

The Parties entered into a State Contract dated March 27, 2017 (the "Original Contract") where the Contractor agreed to provide the University with banking services through June 30, 2021.

In this Amendment, the Parties agree to renew the Term for a one (1) year renewal term, beginning July 1, 2021 and expiring June 30, 2022.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Original Contract and the Original Contract and all prior amendments thereto remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS.

a. Section 4(F), Exhibits and Attachments

Section 4(F), entitled "Exhibits and Attachments," is deleted in its entirety and replaced as follows:

"4(F). Exhibits and Attachments

The following are attached and hereto incorporated by reference herein:

Exhibit A – U.S. Bank RFP Response;

Exhibit B – U.S. Bank Student ID Card and Banking Services Agreement;

Exhibit C – ATM Agreement;

Exhibit D – U.S. Bank Services Terms and Conditions; and

Exhibit E – FY 2021-2022 Revenue Summary.

Exhibits A through D are attached to the Original Contract, while Exhibit E is attached to this Amendment."

b. New Section 5(C), the First Renewal Term

The following new Section 5(C) shall be added:

"5(C). The First Renewal Term

The Term shall be renewed for a one (1) year renewal term, beginning July 1, 2021 and expiring June 30, 2022 (the 'First Renewal Term')."

c. Section 7(A), Maximum Amount

Section 7(A), entitled “Maximum Amount,” is deleted in its entirety and replaced as follows:

“7(A). Maximum Amount

For the Term, the maximum amount payable under this Contract to Contractor by the State is **\$102,000.00**, as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract as set forth in this Section 7 and **Exhibits A through D**. For the Term, the maximum amount payable by the State to Contractor during each State Fiscal Year of this Contract shall be:

\$18,000.00 in FY 2017-2018 (year 1)
\$18,000.00 in FY 2018-2019 (year 2)
\$18,000.00 in FY 2019-2020 (year 3)
\$18,000.00 in FY 2020-2021 (year 4)
\$30,000.00 in FY 2021-2022 (year 5) – First Renewal Term”

d. Section 19(I), Order of Precedence

Section 19(I), entitled “Order of Precedence,” is deleted in its entirety and replaced as follows:

“19(I). Order of Precedence

The provisions of this Contract shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Contract and its exhibits and attachments, including, but not limited to, those provided by Contractor, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Special Provision, Section 20 hereof;
- ii. The provisions of the main body of this State Contract;
- iii. Exhibit A – U.S. Bank RFP Response;
- iv. Exhibit B – U.S. Bank Student ID Card and Banking Services Agreement;
- v. Exhibit C – ATM Agreement;
- vi. Exhibit D – U.S. Bank Services Terms and Conditions; and
- vii. Exhibit E - FY 2021-2022 Revenue Summary.”

7. START DATE

This Amendment shall take effect on the later of the Amendment Effective Date or July 1, 2021.

8. AVAILABLE FUNDS

Financial obligations of the State payable after the current Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

*** Persons signing for Contractor(s) hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representation to that effect.**

CONTRACTOR

U.S. Bank National Association

By: Liesl Schmidt
Title: Executive Vice President


Liesl Schmidt (Jun 14, 2021 06:45 PDT)

*Signature

Date: Jun 14, 2021

STATE OF COLORADO

Jared S. Polis, Governor

acting by and through the Board of Trustees of Colorado Mesa University for the use and benefit of Colorado Mesa University

By: 
Andy Rodriguez (Jun 11, 2021 13:23 MDT)

Joseph Taylor, University Controller
or Authorized Delegate

Date: Jun 11, 2021

LEGAL REVIEW

Philip J. Weiser, Attorney General

By: 
Dixon Waxter (Jun 14, 2021 10:58 MDT)

Signature - Assistant Attorney General

Date: Jun 14, 2021

ALL CONTRACTS REQUIRE APPROVAL BY THE UNIVERSITY'S VICE PRESIDENT OF FINANCE AND ADMINISTRATION

The University's Fiscal Rules require the University's Vice President of Finance and Administration to approve all Contracts. This Contract is not valid until signed and dated below by the University's Vice President of Finance and Administration or authorized delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any Goods and/or Services provided hereunder.

VICE PRESIDENT OF FINANCE AND ADMINISTRATION

Laura Glatt

By: 
Laura Glatt (Jun 14, 2021 12:42 MDT)

Laura Glatt or Authorized Delegate

Amendment Effective Date: Jun 14, 2021

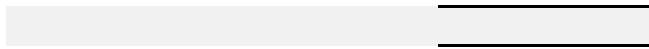
Exhibit E - Colorado Mesa University

FY 2021-2022 Revenue Summary

CMU-16-2554 Banking State Contract

Student Banking

Operations payments	40,000	Exhibit B, Attachment 2 (pp 254)
ATM rent	3,000	Exhibit C (pp 255)
Scholarships	10,000	Exhibit B, Attachment 2 (pp 254)
Card stock	5,000	Exhibit B, Attachment 2 (pp 254)
Soft support		
Marketing: \$10,000		
Staffing Support \$10,000	20,000	Exhibit B, Attachment 2 (pp 254)
Total Annual Payments	<u>\$ 78,000</u>	














2021 0602 CMU-US Bank Amd 1

Final Audit Report

2021-06-14

Created:	2021-06-11
By:	Colorado Mesa University (facilities@coloradomesa.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAABy9FWq98ibM0FC-MCTUHRbPZ35qZqq8J

"2021 0602 CMU-US Bank Amd 1" History

-  Document created by Colorado Mesa University (facilities@coloradomesa.edu)
2021-06-11 - 7:17:48 PM GMT- IP address: 63.238.225.60
-  Document emailed to Andy Rodriguez (arod@coloradomesa.edu) for signature
2021-06-11 - 7:21:35 PM GMT
-  Email viewed by Andy Rodriguez (arod@coloradomesa.edu)
2021-06-11 - 7:22:34 PM GMT- IP address: 63.238.225.60
-  Document e-signed by Andy Rodriguez (arod@coloradomesa.edu)
Signature Date: 2021-06-11 - 7:23:25 PM GMT - Time Source: server- IP address: 63.238.225.60
-  Document emailed to Liesl Schmidt (liesl.schmidt@usbank.com) for signature
2021-06-11 - 7:23:26 PM GMT
-  Email viewed by Liesl Schmidt (liesl.schmidt@usbank.com)
2021-06-14 - 1:44:42 PM GMT- IP address: 68.231.153.116
-  Document e-signed by Liesl Schmidt (liesl.schmidt@usbank.com)
Signature Date: 2021-06-14 - 1:45:51 PM GMT - Time Source: server- IP address: 68.231.153.116
-  Document emailed to Dixon Waxter (dixon.waxter@coag.gov) for signature
2021-06-14 - 1:45:53 PM GMT
-  Email viewed by Dixon Waxter (dixon.waxter@coag.gov)
2021-06-14 - 4:55:44 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Dixon Waxter (dixon.waxter@coag.gov)
Signature Date: 2021-06-14 - 4:58:36 PM GMT - Time Source: server- IP address: 71.218.254.59
-  Document emailed to Laura Glatt (lglatt@coloradomesa.edu) for signature
2021-06-14 - 4:58:38 PM GMT

 Email viewed by Laura Glatt (lglatt@coloradomesa.edu)

2021-06-14 - 6:41:47 PM GMT- IP address: 63.238.225.59

 Document e-signed by Laura Glatt (lglatt@coloradomesa.edu)

Signature Date: 2021-06-14 - 6:42:05 PM GMT - Time Source: server- IP address: 63.238.225.59

 Agreement completed.

2021-06-14 - 6:42:05 PM GMT