

CONTRACT AMENDMENT NO. 2**1. PARTIES**

This Contract Amendment No. 2, dated March 17, 2022 (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 Contract Amendment No. 1, the Parties agreed to renew the Term for a one (1) year renewal term, beginning July 1, 2021 and expiring June 30, 2022.

In this Amendment, the Parties agree to renew the Term for another one (1) year renewal term, beginning July 1, 2022 and expiring June 30, 2023.

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;

Exhibit E – FY 2021-2022 Revenue Summary; and

Exhibit F - FY 2022-2023 Revenue Summary.

Exhibits A through D are attached to the Original Contract, Exhibit E is attached to Contract Amendment No. 1, and Exhibit F is attached to this Amendment. Exhibit F (FY 2022-2023 Revenue Summary) contains a \$10,000 increase for sponsorships as compared to Exhibit E (FY 2021-2022 Revenue Summary)."

b. New Section 5(D), the Second Renewal Term

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

“5(D). The Second Renewal Term

The Term shall be renewed for a one (1) year renewal term, beginning July 1, 2022 and expiring June 30, 2023 (the ‘Second 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 **\$132,000.00**, 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
\$30,000.00 in FY 2022-2023 (year 6) – Second 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;
- vii. Exhibit E - FY 2021-2022 Revenue Summary; and
- viii. Exhibit F – FY 2022-2023 Revenue Summary.”

7. START DATE

This Amendment shall take effect on the later of the Amendment Effective Date or July 1, 2022.

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 SchmidtTitle: Executive Vice President

DocuSigned by:



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*Signature

Date: 3/21/2022 | 2:55 PM PDT**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

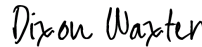
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University Controller
or Authorized Delegate

Date: 3/16/2022 | 4:58 PM MDT**LEGAL REVIEW****Philip J. Weiser, Attorney General**

DocuSigned by:

By: E73B2EA6BFA1466...

Signature - Assistant Attorney General

Date: 3/22/2022 | 7:55 AM MDT**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 ADMINISTRATIONDocuSigned by: **Laura Glatt**By: Laura Glatt

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Laura Glatt or Authorized Delegate

Amendment Effective Date: 3/22/2022 | 10:11 AM MDT

Exhibit F - Colorado Mesa University
FY 2022-2023 Revenue Summary
CMU-16-2554 Banking State Contract

Student Banking

Operations payments	\$40,000.00	Exhibit B, Attachment 2 (pp 254)
ATM rent	\$3,000.00	Exhibit C (pp 255)
Scholarships	\$10,000.00	Exhibit B, Attachment 2 (pp 254)
Sponsorships (use at CMU's discretion) new for FY22-23	\$10,000.00	Kari Martindale email approvla 1/14/2022
Card stock	\$5,000.00	Exhibit B, Attachment 2 (pp 254)
Soft support		
Marketing: \$10,000		
Staffing Support \$10,000	\$20,000.00	Exhibit B, Attachment 2 (pp 254)
Total Annual Payments payable from Bank to CMU	\$88,000.00	