

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and ") and **JPMORGAN CHASE BANK, N.A.**, a national banking association organized and existing under the laws of the United States and as such legally permitted to do business in the State of Colorado with offices located at 1455 16th St. Suite 407, Denver, Colorado 80202 (the "Bank"),

WITNESSETH:

WHEREAS, the City and the Bank previously entered into a Master Agreement dated April 22, 2015 and amended on December 30, 2020 (collectively the "Master Agreement") relating to provision of banking services for the City; and

WHEREAS, neither party has notified the other of its intention to terminate the Master Agreement, and the City has appropriated sufficient funds for the annual renewal for a 2024 continuance of services under the Master Agreement;

WHEREAS, the parties have determined to extend the Master Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Subparagraph 3 (c) of the Master Agreement, entitled "Optional Renewal Terms," is amended to read as follows:

(c) **Optional Renewal Terms.** The City shall have the unilateral option to renew the Master Agreement after the expiration of the final Annual Renewal Term for up to six (6) additional one-year terms upon notice from the Manager confirming the exercise of such optional renewal and confirming appropriation of sufficient amounts for the subsequent year has been made by City Council, subject to Section 3(e) below. The first Optional Annual Renewal Term shall be from January 1, 2018 to December 31, 2018; the second Optional Annual Renewal Term shall be from January 1, 2019 to December 31, 2019; the third Optional Annual Renewal Term shall be from January 1, 2020 to December 31, 2020; the fourth Optional Annual Renewal Term shall be from January 1, 2021 to December 31, 2021 and, after December 31, 2021, if this Master Agreement has not been terminated by either party prior to December 31, 2021, the fifth Optional Annual Renewal Term shall be from January 1, 2022 to December 31, 2022 and, after December 31, 2022, if this Master Agreement has not been terminated by either party prior to December 31, 2022 this Master Agreement shall be continued on a month to month basis thereafter for up to, but not to exceed, 12 months (each

a “Monthly Renewal Term”) and, after December 31, 2023, if this Master Agreement has not been terminated by either party prior to December 31, 2023 this Master Agreement shall be continued to a sixth Optional Annual Renewal Term from January 1, 2024 to December 31, 2024. Each Annual Renewal Term, Optional Annual Renewal Term, or Monthly Renewal Term shall be referred to herein as a “Renewal Term”.

2. Paragraph 7 of the Master Agreement entitled “EXAMINATION OF RECORDS” is amended to the following:

7. **EXAMINATION OF RECORDS AND AUDIT**: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Bank’s performance pursuant to this Agreement, provision of any goods or services to the City under this Agreement, and any other transactions related to this Agreement. Bank shall reasonably cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during regular business hours and until the latter of three (3) years after the final payment under the Master Agreement or expiration of the applicable statute of limitations. Such documents and information shall be retained in accordance with Bank’s retention schedule. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and no audits pursuant to this paragraph shall require Bank to make disclosures in violation of state or federal privacy laws or regulations binding upon Bank nor shall Bank be required to disclose confidential or proprietary information of Bank or other parties that Bank does not disclose to customers in the ordinary course of its business unless pursuant to a court issued subpoena or under terms of a nondisclosure agreement to the extent permissible by law and acceptable to both Parties. Bank shall at all times comply with D.R.M.C. 20-276.

3. Paragraph 20 of the Master Agreement entitled “NOTICES” is amended to replace the Bank’s address with the following:

JPMorgan Chase Bank, N.A.
Attn: David C. May or CB Gov’t Industry Mgr
1455 16th St. Suite 407
Mail Code CO3-3100
Denver, CO, 80202-1571
David.C.May@jpmorgan.com
Telephone: (303) 244-3043

4. Except as herein amended, the Master Agreement is affirmed and ratified in each

and every particular.

Remainder of page left intentionally blank. Signatures follow.

Contract Control Number: FINAN-202055953-02/FINAN-201207060-02
Contractor Name: JPMORGAN CHASE BANK

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

FINAN-202055953-02/FINAN-201207060-02
JPMORGAN CHASE BANK

By:  _____
E04BFD772880470...

Name: DAVID MAY _____
(please print)

Title: Authorized officer _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)