

CITY OF LITTLETON STANDARD CONTRACT CLAUSES ADDENDUM

This Addendum. The City of Littleton ("Client") and KeyBank National Association ("Bank") agree this Addendum is hereby made a part of the Cash Management Services Master Agreement between Client and Bank.

Officials Not to Benefit. Bank shall not offer or provide anything of benefit to any of Client's officials or employees that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, or any Code of Conduct adopted by Client.

No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Client, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of Client and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

Equal Employment Opportunity. Bank will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Bank will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Article X, Section 20/TABOR. The Parties understand and acknowledge that Client is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Client are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Client's current fiscal period ending upon the next succeeding December 31. Financial obligations of Client payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Client, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

Employment of or Contracts with Illegal Aliens. Bank shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Bank shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Bank certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Bank will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. Bank is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Bank obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Bank shall be required to notify the subcontractor and Client

within three (3) days that Bank has actual knowledge that a subcontractor is employing or contracting with an illegal alien. Bank shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Bank's actual knowledge. Bank shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Bank is required to comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If Bank violates this provision, Client may terminate this Agreement, and Bank may be liable for actual and/or consequential damages incurred by Client, notwithstanding any limitation on such damages provided by such Agreement.

Indemnification and Hold Harmless. Bank expressly agrees to, and shall, indemnify and hold harmless Client and any of its elected and appointed officials, officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorney fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of the willful misconduct or negligence of Bank or any of its employees, agents, partners, subcontractors, consultants, or others working on behalf of Bank in performance of the Services under this Agreement. Nothing in this paragraph shall constitute an agreement by Bank to indemnify or hold Client harmless for any omission or action by Client or any of its elected and appointed officials, officers, agents, or employees.

Additional Provisions. The Bank agrees to conduct quarterly in person meetings. The Bank will be compensated through account analysis. The Earnings Credit Rate (ECR) will be calculated as the six-month average of the 90-day Treasury Bill rate plus .45% (45 bps) with a floor of .50% (50 bps) on collected balances. The Bank will apply a \$5,000 conversion credit during the first twelve months of the contract toward any transitional costs, including but not limited to deposit supplies, IT support or software, and analysis fees.

Term/Fee Schedule. The Master Agreement will be in effect for five years; unless otherwise earlier terminated in accordance with its terms. The Fee Schedule attached to the Master Agreement will be used as the master pricing fee schedule for the Master Agreement

Client: City of Littleton

By: _____
Signature Date

Title: _____

KEYBANK NATIONAL ASSOCIATION

By: _____
Signature Date

Title: _____