

PARTICIPATING AGENCY ADDENDUM

This Participating Agency Addendum ("**Addendum**") is entered into by Yamhill County, organized under the laws of the State of Oregon ("**Participating Agency**"), and U.S. Bank National Association ("**Contractor**"). This Addendum shall become effective upon signing by Contractor.

RECITALS

1. The City of Portland (the "**City**") and Contractor entered into the Contract for Services for Procurement Card Program Services dated May 1, 2021, as amended or supplemented (the "**Agreement**");
2. Participating Agency desires to participate as a "Participating Agency" under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and
3. Contractor has agreed to allow Participating Agency to be bound under the Agreement and participate in the Program as a "Participating Agency".

Now, therefore, for and in consideration of the mutual promises contained in this Addendum and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participating Agency and Contractor agree as follows:

1. **DEFINITIONS.** Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Agreement.
2. **DESIGNATION.** Participating Agency is hereby designated as a "Participating Agency" under the Agreement, and upon Contractor's execution of this Addendum (after completing its necessary due diligence) Participating Agency shall be deemed a "Participating Agency" thereunder until Participating Agency so elects to remove such designation or such designation is revoked as set forth in section 6 below. Contractor will take direction from such Participating Agency in the issuing of Accounts (or the suspension of Accounts issued at Participating Agency's direction). All the terms of the Agreement are incorporated into this Addendum, except as expressly provided in the Agreement.
3. **PARTICIPATING AGENCY REPRESENTATIONS, WARRANTIES AND COVENANTS.** Participating Agency
 - 3.1. Represents and warrants that is received a copy of the Agreement;
 - 3.2. Represents that it is organized under the laws of the State of Oregon;
 - 3.3. Represents and warrants that as of the date hereof that each of the representations and warranties made by the City in the Agreement to Contractor can be made by Participating Agency without breach on the date hereof;
 - 3.4. Represents and warrants that all financial and other information provided to Contractor by or about Participating Agency is true and correct;
 - 3.5. Agrees to comply with and be bound by the terms and conditions of the Agreement, including any future amendment regardless of whether Participating Agency has received notice of such amendment;
 - 3.6. Agrees it is liable for its own performance of the terms and conditions of the Agreement (including as it may be amended from time to time) as if Participating Agency signed the Agreement in the place of the City, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by the City or any other participating agencies; and
 - 3.7. Agrees that it may not assign or transfer its rights under this Addendum or the Agreement without the express consent of Contractor.
4. **LIABILITY FOR PARTICIPATING AGENCY'S PERFORMANCE AND OBLIGATIONS.** Participating Agency agrees that is shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum. The City shall have no liability for any obligations incurred under the Program by Participating Agency and any Account holder designated by such Participating Agency.

5. NOTICES. The notice address for Participating Agency is:

Yamhill County

535 NE 5th Street

McMinnville, Oregon 97128

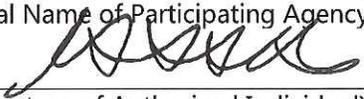
Attn: Finance Manager

- 6. CHANGE OF CONTROL.** Participating Agency shall immediately notify Contractor in writing of the occurrence of any event concerning Participating Agency that (i) would prevent Participating Agency from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Participating Agency. Participating Agency shall promptly provide such additional details as reasonably requested by Contractor regarding such event. At the election of Contractor, the rights of Participating Agency to be designated a "Participating Agency" under the Agreement may be revoked based upon the notification provided by pursuant to section 6(i) and this Addendum shall terminate.
- 7. BINDING AGREEMENT.** The representations, warranties and covenants of Participating Agency in this Addendum constitute valid, binding and enforceable agreements of Participating Agency. The execution of this Addendum and the performance of the obligations hereunder are within the power of Participating Agency, have been authorized by all necessary action and do not constitute a breach of any agreement to which Participating Agency is a party or is bound. Participating Agency represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participating Agency to be duly bound by this Addendum.
- 8. DISCLOSURE OF INFORMATION.** Participating Agency acknowledges and agrees that its receipt of Services under the terms of this Addendum is dependent upon being designated as an Oregon Consortium Participating Agency by the City. As a member of such consortium, Participating Agency acknowledges, agrees and authorized Contractor to provide certain information about Participating Agency's activities under this Addendum and the Agreement as incorporated herein to the City, including without limitations, the contact information for your procurement card program coordinator, the number of cards in use, the total transaction value and number of transactions that occur during a particular period, and the average transaction value per card. Certain of this information is used to compute fees that may be due from Contractor to the City.
- 9. BREACH; TERMINATION.** Any breach by Participating Agency of the terms of this Addendum or of the terms of the Agreement shall be a default under this Addendum permitting U.S. Bank to (i) exercise against Participating Agency all rights and remedies available under the Agreement based upon such default and (ii) terminate this Addendum. The expiration or termination of the Agreement as to the City shall result in the termination this Addendum and the Agreement as incorporated into this Addendum.
- 10. AMENDMENT.** Participating Agency acknowledges that Contractor and the City may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of Participating Agency and Participating Agency shall be bound by the terms contained in any such amendments. The City, and not Contractor, shall have the sole responsibility of informing Participating Agency of any such amendments. The failure of the City to so inform Participating Agency of any amendment shall not provide a defense to Participating Agency against Contractor's enforcement of the Agreement (as amended) or this Addendum against Participating Agency.
- 11. REBATE PAYMENT REGISTRATION.** Participating Agency shall register for ACH payments in the manner prescribed by U.S. Bank. U.S. Bank will not make any rebate payments until Participating Agency has registered for ACH. If Participating Agency fails to register for ACH by the completion of a rebate period, Participating Agency forfeits any payment for that rebate period. Participating Agency designates the following person to register Participating Agency for ACH:

Rebate Payment Registration	
a) Authorized Person's Name	Michael Barnhart
b) Authorized Person's Email Address	barnhartm@co.yamhill.or.us

12. AUTHORIZATION AND EXECUTION. This Addendum may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Addendum, or reproductions thereof, will be deemed to be original counterparts.

The signer(s) represents and warrants that (i) he or she is authorized by an applicable authority to enter into all transactions contemplated by this Addendum, and (ii) the signatures appearing on all supporting documents of authority are authentic.

PARTICIPATING AGENCY	CONTRACTOR
DATE: <u>11/15/2021</u>	DATE: _____
<u>Yamhill County</u> Legal Name of Participating Agency	<u>U.S. Bank National Association</u>
 (Signature of Authorized Individual)	_____
<u>Mary Starrett</u> (Printed Name of Authorized Individual)	_____
<u>Yamhill County Board Chair</u> (Printed Title of Authorized Individual)	<u>Vice President</u>

Accepted by Yamhill County
Board of Commissioners on
11/9/21 by Board Order
21-461