

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>MASTER AGREEMENT AMENDMENT</b>	
	Master Agreement No.:	00612
US Bank National Association Corporate Payment Systems Mail Code EP-MN-18 901 Marquette Avenue Minneapolis, MN 55402	Amendment No.:	2
	Effective Date:	January 1, 2019

**SECOND AMENDMENT  
TO  
MASTER AGREEMENT NO. 00612  
COMMERCIAL CARD SERVICES  
CATEGORY 2 – FLEET CARDS**

This Second Amendment (“Amendment”) to Master Agreement No. 00612 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) on behalf of WSCA-NASPO Cooperative Purchasing Program and U.S. Bank National Association, a wholly owned subsidiary of U.S. Bancorp, a Delaware corporation (“Contractor”) and is dated and effective as of January 1, 2019.

R E C I T A L S

- A. Enterprise Services, on behalf of the State of Washington, is authorized to participate in cooperative purchasing agreements pertaining to certain competitively awarded master agreements. See RCW 39.26.060.
- B. Enterprise Services, on behalf of the State of Washington, is a member of the NASPO ValuePoint Cooperative Purchasing Program, a nonprofit public cooperative contracting association in which all of the cooperative contracts are led by one of the fifty states on behalf NASPO ValuePoint Cooperative Purchasing Program member states.
- C. In 2013, Enterprise Services, on behalf of the State of Washington, led a competitive procurement, structured as a WSCA-NASPO cooperative procurement, for incentive-based commercial card services to facilitate authorized purchaser payments.
- D. State and Contractor (collectively the “Parties”) entered into that certain Master Agreement No. 00612 for Commercial Card Services, Category 2 – Fleet Cards dated effective as of January 1, 2014 (“Contract”).
- E. Parties amended that certain Master Agreement No. 00612 for Commercial Card Services, Category 2 – Fleet Cards dated effective as of January 1, 2019 and signed November 1, 2018 (Amendment 1). Said amendment extended the term of the contract, updated WSCA-NASPO to NASPO ValuePoint; and adjusted the incentive rebates definitions and rates.

- F. The parties desire to clarify a discrepancy that occurred in the previous amendment Incentive #4 – NASPO ValuePoint Annual Sales Volume definition.
- G. The amendment set forth herein is within the scope of the Contract.
- H. The Parties now desire to amend the Contract as set forth herein.

## A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract as follows:

1. INCENTIVE SHARE. Section 3.1.e – Incentive #4 – NASPO ValuePoint Annual Sales Volume Incentive of the Master Agreement, is hereby amended by deleting the existing Section 3.1.e – NASPO ValuePoint Annual Sales Volume Incentive in its entirety and inserting the following in lieu thereof:
  - e. **Incentive #4 – NASPO ValuePoint Annual Sales Volume Incentive.** Each participating state will receive an additional NASPO ValuePoint Annual Sales Volume Incentive based on a tier established from all NASPO ValuePoint participating state annual volume and applied to each state's Annual Sales Volume incentive.  
The formula for calculating NASPO ValuePoint Annual Sales Volume incentive is:  
*Participating state annual sales volume (Fleet Standard Volume) x applicable basis points (percentage) corresponding to the Tier established for the Annual Overall NASPO ValuePoint Annual Sales Volume (Fleet Standard Volume) = NASPO ValuePoint Participating State Annual Sales Volume Incentive.*
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same

instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

- 7. INCORPORATION. The recitals provided above are incorporated in this Amendment by reference as if set forth at length.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**U.S. BANK NATIONAL ASSOCIATION,  
A NATIONAL ASSOCIATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brad W. Hoffelt

Name: Kim Kirkland

Title: Senior Vice President

Title: Procurement Supervisor

Date: \_\_\_\_\_

Date: \_\_\_\_\_