

**NASPO VALUE POINT  
PARTICIPATING ADDENDUM  
(BANKCARD)**

This NASPO Value Point Application and Participating Addendum (this "**Participating Addendum**" or this "**Addendum**") sets forth the terms and conditions upon which the undersigned Participating State (together with all of its agencies and related subdivisions, collectively, the "**Participating State**") may participate in the commercial card services program (the "**Program**") established pursuant to the Amended and Restated Cooperative Purchasing Master Agreement No. 00719/0089 dated as of November 12, 2020 (as amended, supplemented or otherwise modified, the "**Master Agreement**"), between Enterprise Services acting by and through the State of Washington ("**Enterprise Services**") and U.S. Bank National Association ("**U.S. Bank**"). This Addendum shall become effective January 1, 2021 (the "**Effective Date**").

**AGREEMENT**

**1. Product Selection.**

Please Select One or More Products		
<input type="checkbox"/> <b>Corporate Travel &amp; Expense Accounts</b>	<input checked="" type="checkbox"/> <b>Purchasing Accounts</b>	<input checked="" type="checkbox"/> <b>One Card™ Accounts</b>
<input type="checkbox"/> Corporate Liability <input type="checkbox"/> Joint and Several Liability <input type="checkbox"/> Contingent Liability	Only Corporate Liability	Only Corporate Liability
<b>Estimated Annual Charge Volume</b>	<b>Estimated Annual Charge</b>	<b>Estimated Annual Charge Volume</b>
\$ _____	\$208,200,000	\$45,000,000
<b>Benefits*</b>	<b>Benefits*</b>	<b>Benefits*</b>
Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits <ul style="list-style-type: none"> <li>• \$500,000 Standard Account</li> <li>• \$1,000,000 Executive Account</li> </ul>	Card Network benefits	Card Network benefits plus U.S. Bank supplemental common carrier travel accident benefits <ul style="list-style-type: none"> <li>• \$250,000 Standard Account</li> <li>• \$1,000,000 Executive Account</li> </ul>
<b>Optional Enhancements</b>	<b>Optional Enhancements</b>	<b>Optional Enhancements</b>
Event Planner account** Managed Spend account** Central Billing account**	Event Planner account Managed Spend account Central Billing account	Event Planner account Managed Spend account Central Billing account

\* Benefits and protections offered by the Card Networks are established by the Card Networks outside of the control of U.S. Bank and may be changed from time to time. U.S. Bank's additional benefits may be changed from time to time. The details of such programs are outlined in brochures separately provided to Account holders.

\*\* Available only as Corporate Liability

**2. Definitions.** Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Master Agreement.

3. **Term.** The term of this Addendum (the "**Term**") shall commence on the Effective Date of this Addendum and shall be in effect until December 31, 2025. The Participating State and U.S. Bank shall have the option to extend this agreement for two (2) additional years upon mutual agreement. Notwithstanding anything to the contrary, this Agreement shall end on the termination date of the Master Agreement unless this Addendum is terminated earlier in accordance with the Master Agreement.
4. **Exclusivity.** Participating State agrees U.S. Bank will be the sole provider to Participating State and its participating Purchasing Entities of the products, and services selected in Section 1 of the Participating Addendum titled "Product Selection". Upon request by U.S. Bank, Participating State shall certify to U.S. Bank, within 30 days of such request, certifying Purchasing Entity is and will continue to be compliant with this Section.
5. **Purchasing Entities.** Entities seeking to join the Program as "Purchasing Entities" under this Addendum must be credit approved by U.S. Bank and otherwise accepted and approved for participation under this Addendum by U.S. Bank by completing a Card User Agreement in form and substance acceptable to U.S. Bank and any other documentation deemed necessary by U.S. Bank.
6. **State Agencies.** State Agencies may participate under this Addendum provided that such State Agencies are authorized for participation by the Participating State. By authorizing participation of a State Agency, the Participating State agrees to be liable for each State Agency's performance of the terms and conditions of this Addendum, including for all Obligations incurred under the Program by any Account holder designated by Participating State or such State Agencies. State Agencies may, at the Participating State's election, be eligible to earn a rebate for its performance in accordance with the terms and conditions of this Addendum.
7. **Notices.** The parties will make all notifications, consents, or approvals required under this Participating Addendum in writing, unless otherwise expressly stated to the contrary. The parties will deem any required notices given either (i) two days after the date of mailing if sent by registered or certified mail, return receipt requested; or (ii) one day after the date of mailing if sent by a national overnight courier service to either of the addresses indicated below.

**To Participating State:**

State of Alaska  
 Department of Administration  
 10<sup>th</sup> Floor State Office Building  
 Juneau, AK 99811 USA  
 Attn:  
 Dee Boster, Accountant

**To U.S. Bank:**

U.S. Bank National Association  
 Corporate Payment Systems  
 Mail Code EP-MN-A17S  
 901 Marquette Ave.  
 Minneapolis, MN 55402, U.S.A.  
 Attn: CPS Contract Manager

8. **Governing Law and Venue.** The laws of the state of Alaska and applicable federal laws and regulations of the United States apply to any dispute arising out of this Participating Addendum, its subject matter, or its formation. The parties shall bring any dispute or claim, arising out of or related to this Participating Addendum, before the Superior Court of the State of Alaska.
9. **Incorporation.** The following are incorporated herein by reference as if set forth at length:

**Appendix A – State Specific Terms and Conditions**  
**The Master Agreement**

In the event of a conflict between the terms and conditions set forth in this Addendum and/or applicable law, the conflict shall be resolved by giving precedence to the following documents in the following order:

1. This Addendum, without reference to Appendix A or the Master Agreement
2. Appendix A – State Specific Terms and Conditions
3. Master Agreement

**10. Authorization and Execution.** This Participating Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Participating Addendum, or reproductions thereof, will be deemed to be original counterparts.

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**STATE**

DATE:

12/15/2020

State of Alaska

Name of Participating State

(Signature of Authorized Individual)

Matthew Pegues

(Printed Name of Authorized Individual)

Contracting Officer

(Printed Title of Authorized Individual)

**U.S. BANK**

DATE: December 15, 2020

U.S. Bank National Association

E-SIGNED by Brad Hoffelt  
on 2020-12-15 21:10:10 GMT

Brad Hoffelt

Vice President

Appendix A

**ALASKA SPECIFIC  
TERMS AND CONDITIONS**

1. **INCENTIVE SHARE #4 – NATIONAL ANNUAL VOLUME INCENTIVE.** For the purposes of this Participating Addendum, the Contractor agrees to pay the National Annual Volume Incentive (Incentive #4) to the State on a quarterly basis.