

STATE OF MONTANA
GENERAL BANKING SERVICES AGREEMENT
CONTRACT NO. DOA-SFSD-2020-0117JT

PURCHASING ENTITY ADDENDUM

This Purchasing Entity Addendum (“**Addendum**”) is entered into by The City of Billings, Montana, organized under the laws of the State of Montana (“**Participant**”) and U.S. Bank. This Addendum shall become effective upon signing by both Parties.

RECITALS

The State of Montana (the “**State**”) and U.S. Bank have entered into an Agreement, as amended, supplemented or otherwise modified (the “**Agreement**”) for the purpose of providing General Banking Services (the “**Program**”).

Participant desires to participate as a “Purchasing Entity” under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and

U.S. Bank has agreed to allow **Participant** to be bound under the Agreement and participate in the Program as a “Purchasing Entity”.

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, **Participant** and U.S. Bank 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.** **Participant** is hereby designated as a “Purchasing Entity” under the Agreement and **Participant** shall be deemed a “Purchasing Entity” thereunder until **Participant** so elects to remove such designation or such designation is revoked as set forth in section 6 below. U.S. Bank will take direction from such **Participant** in the issuing of Accounts (or the suspension of Accounts issued at **Participant’s** direction).
3. **PARTICIPANT REPRESENTATIONS, WARRANTIES AND COVENANTS.** **Participant**
 - 3.1. Represents and warrants that it has received a copy of the Agreement;
 - 3.2. Represents that it is a valid political subdivision of the State of Montana;
 - 3.3. Represents and warrants that as of the date hereof that each of the representations and warranties made by the **State** in the Agreement to U.S. Bank can be made by **Participant** without breach on the date hereof;
 - 3.4. Represents and warrants that all financial and other information provided to U.S. Bank by or about **Participant** 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 **Participant** 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 **Participant** signed the Agreement, 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 **State** or any other **Participants**; and,
 - 3.7. Agrees that it may not assign or transfer its rights under this Addendum or the Agreement without the express consent of U.S. Bank.

4. **LIABILITY FOR PARTICIPANT'S PERFORMANCE AND OBLIGATIONS.** **Participant** agrees that it shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum. The **State** shall have no liability for any obligations incurred under the Program by **Participant** and any Account holder designated by such **Participant**.

5. **NOTICES.** The notice address for **Participant** is:

Participant:

City of Billings

Finance Department

P.O. Box 1178

Billings, MT 59103-1178

Attn: Purchasing Agent

6. **CHANGE OF CONTROL.** **Participant** shall immediately notify U.S. Bank in writing of the occurrence of any event concerning **Participant** that (i) would prevent **Participant** 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 **Participant**. **Participant** shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of **Participant** to be designated a "**Participant**" 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 **Participant** in this Addendum constitute valid, binding and enforceable Agreements of **Participant**. The execution of this Addendum and the performance of the obligations hereunder are within the power of **Participant**, have been authorized by all necessary action and do not constitute a breach of any Agreement to which **Participant** is a party or is bound. **Participant** represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for **Participant** to be duly bound by this Addendum. Any breach of the terms of this Addendum by the **Participant** shall also be a default under the Agreement by the **Participant** giving rise on the part of U.S. Bank to exercise remedies based upon such default. A breach of the terms of the Addendum by **Participant** shall give rise to the right of U.S. Bank to terminate this Addendum and remove **Participant** from the Program.

8. **RATIFICATION, AMENDMENT AND TERMINATION OF AGREEMENT.** **Participant** acknowledges that U.S. Bank and the **State** may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of, or notification to, **Participant** and **Participant** shall be bound by the terms contained in any such amendments. Any failure to inform **Participant** of any amendment shall not provide a defense to **Participant** against U.S. Bank's enforcement of the Agreement (as amended) or this Addendum against **Participant**.

9. **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.

PARTICIPANT

U.S. BANK

DATE: _____

DATE: _____

City of Billings, Montana

U.S. Bank National Association

Legal Name of **Participant** (Political
Subdivision/Participating Entity)

(Signature of Authorized Individual)

William A. Cole

(Printed Name of Authorized Individual)

Mayor

Vice President

(Printed Title of Authorized Individual)
