

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF KENNEWICK, WASHINGTON AND KITTITAS COUNTY
WASHINGTON FOR PIGGYBACKING ON CONTRACTED BANKING SERVICES**

This Agreement is made by and between the City of Kennewick, a political subdivision of the State of Washington and Kittitas County, a political subdivision of the State of Washington, hereby agree to cooperative governmental purchasing upon the following terms and conditions:

This agreement pertains to bids and contracts for supplies, material, equipment or services that may be required from time to time by both the City of Kennewick and Kittitas County.

Each of the parties from time to time goes out to public bid, quotes and contracts to purchase supplies, material, equipment, and services. Each of the parties hereby agrees to extend to the other party the right to purchase pursuant to such bids, quotes, and contracts to the extent permitted by law, and to the extent agreed upon between each party and the bidder, contractor, vendor, supplier, or service provider.

Each of the parties shall comply with all applicable laws and regulations governing its own purchases.

Each of the parties shall contract directly with the bidder, contractor, vendor, supplier, or service provider, and pay directly in accordance with its own payment procedures for its own purchases. Each party will indemnify and hold the other party harmless as to any claim arising out of its participation in this Agreement.

Any purchase made pursuant to this Agreement is not a purchase from either of the parties. This Agreement shall create no obligation to either of the parties to purchase any particular good or service, nor create to either of the parties any assurance, warranty, or other obligation from the other party with respect to purchasing or supplying any good or service.

No separate legal or administrative entity is intended to be created pursuant to this Agreement. No obligation, except as stated herein, shall be created between the parties or between the parties and any applicable bidder or contractor.

The Purchasing Manager of the City of Kennewick and the Kittitas County Board of County Commissioners shall be representatives of the entities for carrying out the terms of this agreement.

This Agreement shall continue in force until canceled by either party, which cancellation may be effected upon receipt by one of the parties of the written or electronic notice of cancellation of the other party.

Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the County having jurisdiction for the public agency, or alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

City of Kennewick, Washington

[Signature]

Erin Erdman,
City Manager

Date: 01/24/2005

Attest:

[Signature]

Krystal Townsend Johnston
City Clerk

Kittitas County Board of County Commissioners

[Signature]

Brett Wachsmith, Chair

[Signature]
Laura Osladacz

[Signature]
Cory Wright

APPROVED AS TO FORM:

[Signature]
Laurencio Sanguino,
City Attorney

Date Signed: 1/21/2005

Kittitas County Treasurer

[Signature]
Amy Czlske, Treasurer

Attest:

[Signature]
 Clerk of the Board- Julie Kjorsvik
 Deputy Clerk of the Board- Mandy Buchholz



APPROVED AS TO FORM:

[Signature]
Kittitas County Prosecuting Attorney

Addendum to U.S. Bank Master Services Agreement

On September 1, 2024, ("Effective Date") Kittitas County Treasurer ("Customer") entered into the Master Services Agreement ("MSA") with U.S. Bank National Association ("Bank"). The MSA incorporates the terms of Your Deposit Account Agreement ("Agreement") and the U.S. Bank Services – Terms and Conditions ("Terms") by reference. Capitalized terms not defined herein shall have the meanings set forth in the MSA. This Addendum to the MSA ("this Addendum") amends and supplements the MSA as set forth herein.

For Three (3) years from the Effective Date (the "Term"), Customer and Bank agree as follows:

- (a) Bank shall provide banking services ("Services") as detailed in its response to Customer's RFP (Bank's proposal dated April 30, 2024);
- (b) The pricing schedule attached hereto as Exhibit A shall apply to Services; and
- (c) This Addendum shall expire at the end of the Term unless the parties agree in writing to extend the Term, in which case, this Addendum may be renewed annually (for a term of twelve (12) months).

This Addendum may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The parties agree that signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Addendum, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, Federal Rule of Evidence 1002, and similar statutes and regulations.

Other than as set forth above, the MSA remains in full force and effect. In the event of a conflict between this Addendum and the MSA, this Addendum shall control.

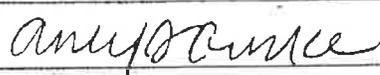
U.S. Bank National Association	Kittitas County Treasurer
By: 	By: 
Name: Anne Adriano	Name: Amy Cziske
Title: Government Banking Relationship Manager	Title: Kittitas County Treasurer

Exhibit A
Pricing Schedule

Service Code	Service	Estimated Monthly Volume	Price per Unit
010 410	Paper Account Analysis Statement	1 \$	-
New Service	Electronic Account Analysis Statement	1 \$	-
010 000	Account Maintenance	10 \$	4.000
010 101	Paper Credits	250 \$	0.180
010 101	Electronic Credits	225 \$	0.100
010 100	Paper Debits	125 \$	0.150
010 100	Electronic Debits	100 \$	0.100
100 224	Deposited Items	7200 \$	0.060
000 230	Deposit Coverage	11000 \$	0.129
100 310	Canadian Deposited Item	1 \$	4.400
100 400	Returned Deposited Item	5 \$	2.000
100 402	Redeposited Returned Item	3 \$	5.000
150 420	Stop Payment Charge	1 \$	25.000
010 020	ZBA Lead	1 \$	5.000
010 021	ZBA Subsidiary	3 \$	5.000
New Service	Remote Deposit	\$	125.000 Image Cash Letter monthly maintenance. Please see proforma
150 030	Positive Pay Maintenance	10 \$	8.000
150 120	Positive Pay per Item	1000 \$	0.020
150 322	Positive Pay Check Return	1 \$	5.000
200 208	Positive Pay Issue/ Cancel Input	50 \$	-
150 310	Positive Pay Exceptions	\$	2.000
150 600	Controlled Disbursement Fixed	3 \$	25.000
150 110	Controlled Disbursement by Item	2000 \$	0.150
150 110	Controlled Disbursement Transaction Output	23 \$	6.500
150 110	Controlled Disbursement Transaction per Item	1767 \$	0.010
400 272	Current Day Statement	10 \$	7.000
400 272	Current Day per Item	2700 \$	0.030
400 272	Previous Day Statement	10 \$	7.000
400 272	Previous Day per Item	6075 \$	0.030
409 999	Monthly DDA Statement PDF	10 \$	-
250 720	ACH Returns and NDC Report	1 \$	4.000
401 020	ACH Token Monthly Maintenance	10 \$	-
409 999	Book Transfer Monthly Maintenance	10 \$	10.000 First account at \$10, rest at \$0
409 999	Book Transfer per Transfer	85 \$	0.100
150 410	Stop Payment Monthly Maintenance	4 \$	10.000 First account at \$10, rest at \$0
250 000	ACH Origination Monthly Maintenance	1 \$	15.000 First account at \$15, rest at \$0
151 350	Image Access Monthly Maintenance	5 \$	10.000
151 352	Image Access Images Retrieved	65 \$	1.000
409 999	External Messaging Monthly Maintenance	8 \$	10.000 First account at \$10, rest at \$0
409 999	Investment Reporting Monthly Maintenance	1 \$	-

350 000	Wire Monthly Maintenance	1 \$	6.000
350 300	Incoming Fed Wire	1 \$	8.000
350 104	Fedwire Non-Repetitive	1 \$	10.000
350 120	Internal Wire	1 \$	10.000
250 120	ACH Originated Addenda	15 \$	0.020
250 202	ACH Received Item	350 \$	0.020
250 220	ACH Received Addenda	35 \$	0.020
251 050	ACH Block Monthly Maintenance	6 \$	5.000
250 102	ACH On-Us Item	100 \$	0.060
250 102	ACH Transit Item	550 \$	0.060
250 505	ACH Process Run	22 \$	6.500
250 302	ACH Return Item	1 \$	3.000
100 01Z	Cash Deposit per \$100	2500 \$	0.110
100 000	Branch Deposit Processing Fee	40 \$	0.750
109 999	Night Drop Processing Fee	200 \$	0.750
100 040	Standard Change Order	5 \$	5.000
310 104	E-Lockbox Maintenance	1 \$	150.00
250 202	E-Lockbox Return Item	1 \$	5.00
250 302	E-Lockbox Remittance Info	1 \$	30.00
300 220	E-Lockbox Electronic Payment per Item	150 \$	0.20
	1-4999 at \$0.20 each		
	5000-9999 at \$0.17 each		
	10000-24999 at \$0.15 each		
	25000-49999 at \$0.13 each		
	50000-99999 at \$0.09 each		
	Over 99999 at \$0.06 each		
310 113	E-Lockbox Data Transfer Out/Filter ID	23 \$	6.50
450 110	Clearance vs Payment	3 \$	20.00
450 000	Safekeeping Account	1 \$	20.00
450 140	Govts/Equities	37 \$	1.00
450 140	Munis	27 \$	2.00
450 140	Corp/Other	16 \$	2.00
	Earnings Rate on Collected Balances	2.00 %; bank managed rate	% with detail, if necessary
	Negative Ledger Balance Rate	N/A	% with detail, if necessary
	Negative Collected Balance Rate	12.50%; Prime plus 4.00%	% with detail, if necessary
	Allow Use of Uncollected Balance?	Yes	Yes or No
	Overnight Warrant Float Rate	We purchase warrants on a case by case basis with the rate determined at the time of purchase	% with detail, if necessary



U.S. Bank Master Services Agreement

Customer Tax Identification Number: Enter Tax ID

I, Enter Name, HEREBY CERTIFY that I am Enter Title of Enter Company Name ("Customer"),

Select Entity Type If applicable enter State

I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records, or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

U.S. Bank Master Services Agreement

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.
6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

U.S. Bank Master Services Agreement

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature: _____	Signature: _____
Print name: _____	Print name: _____
Print title: _____	Print title: _____
Email address: _____	Email address: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
Print name: _____	Print name: _____
Print title: _____	Print title: _____
Email address: _____	Email address: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
Print name: _____	Print name: _____
Print title: _____	Print title: _____
Email address: _____	Email address: _____
Date: _____	Date: _____
Signature: _____	Signature: _____
Print name: _____	Print name: _____
Print title: _____	Print title: _____
Email address: _____	Email address: _____
Date: _____	Date: _____

For Internal Use Only:

Review: _____ Validation Method: _____ TL Review _____ Imaged: _____