



**Master Services Agreement: 5-23-99-37-01
LOCAL AGENCY USER AGREEMENT**

This Local Agency User Agreement ("**User Agency Agreement**") is entered into by the entity completing this User Agency Agreement, organized under the laws of the State of California ("**Local Agency**"), and U.S. Bank. If U.S. Bank approves Local Agency's creditworthiness and its participation in the Program, the "**Effective Date**" shall be the date Local Agency executes this User Agency Agreement.

RECITALS

- A.** The State of California, Department of General Services ("**DGS**") and U.S. Bank entered into the State of California – Department of General Services Master Service Agreement, Agreement Number 5-23-99-37-01, dated July 3, 2023 (as the same may be modified, amended or amended and restated from time to time, the "**Master Agreement**");
- B.** Local Agency desires to participate as a "User Agency" under the Program and Master Agreement, with sole liability its own obligations it may incur under the Program and Master Agreement; and
- C.** U.S. Bank has agreed to allow Local Agency to be bound under the Master Agreement and participate in the Program as a "User Agency".

Now, therefore, for and in consideration of the mutual promises contained in this User Agency Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Local Agency and U.S. Bank agree as follows:

- 1. DEFINITIONS.** Unless otherwise stated in this User Agency Agreement, all capitalized terms shall have the same meaning as set forth in the Master Agreement.
- 2. DESIGNATION.** Local Agency is hereby designated as a "User Agency" under the Master Agreement, and upon Local Agency's execution and U.S. Bank's approval of this User Agency Agreement (after completing its necessary due diligence) Local Agency shall be deemed a "User Agency" thereunder. U.S. Bank will take direction from such Local Agency in the issuing of Accounts (or the suspension of Accounts issued at Local Agency's direction). This User Agency Agreement shall be considered a "User Agency Agreement" for purposes of the Master Agreement.
- 3. LOCAL AGENCY REPRESENTATIONS, WARRANTIES AND COVENANTS.** Local Agency:
 - 3.1** Represents and warrants that is received a copy of the Master Agreement;
 - 3.2** Represents that it is a valid political subdivision of the State of California and otherwise satisfies the definition of "User Agency" set forth in the Master Agreement;
 - 3.3** Represents and warrants that as of the date hereof that each of the representations and warranties made by DGS in the Master Agreement to U.S. Bank can be made by Local Agency 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 Local Agency is true and correct;
 - 3.5** Agrees to comply with and be bound by the terms and conditions of the Master Agreement, including any future amendment regardless of whether Local Agency has received notice of such amendment;
 - 3.6** Agrees it is liable for its own performance of the terms and conditions of the Master Agreement (including as it may be amended from time to time) as if Local Agency signed the Master 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 DGS or any other user agencies; and
 - 3.7** Agrees that it may not assign or transfer its rights under this User Agency Agreement or the Master Agreement without the express consent of U.S. Bank.

4. **LIABILITY FOR LOCAL AGENCY'S PERFORMANCE AND OBLIGATIONS.** Local Agency agrees that it shall be solely liable for its performance of the terms and conditions of the Master Agreement and this User Agency Agreement. DGS shall have no liability for any obligations incurred under the Program by Local Agency and any Account holder designated by such Local Agency.
5. **CONFIDENTIALITY.** Local Agency acknowledges and understands that DGS may have access to any data created, stored or otherwise provided in connection with Local Agency's participation in the Program. U.S. Bank is not responsible or liable for any use or further release of any data accessed or otherwise used by DGS.
6. **NOTICES.** The notice address for Local Agency is the notice address provided by Local Agency as part of the application process or due diligence while completing this User Agency Agreement. Local Agency may change its notice address at any time upon written notice to U.S. Bank.
7. **CHANGE OF CONTROL.** Local Agency shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Local Agency that (i) would prevent Local 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 Local Agency. Local Agency 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 Local Agency to be designated a "User Agency" under the Master Agreement may be revoked based upon the notification provided by Local Agency pursuant to section 7(i).
8. **BINDING AGREEMENT.** The representations, warranties and covenants of Local Agency in this User Agency Agreement constitute valid, binding and enforceable agreements of Local Agency. The execution of this User Agency Agreement and the performance of the obligations hereunder are within the power of Local Agency, have been authorized by all necessary action and do not constitute a breach of any agreement to which Local Agency is a party or is bound. Local Agency represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Local Agency to be duly bound by this User Agency Agreement.
9. **BREACH; CONTINUATION.** Any breach by Local Agency of the terms of this User Agency Agreement or of the terms of the Master Agreement shall be a default under this User Agency Agreement permitting U.S. Bank to (i) exercise against Local Agency all rights and remedies available under the Master Agreement based upon such default and (ii) terminate this User Agency Agreement.
10. **RATIFICATION; AMENDMENT.** Local Agency acknowledges that U.S. Bank and DGS may from time to time enter into amendments of the Master Agreement. No such amendments shall require the consent of Local Agency and Local Agency shall be bound by the terms contained in any such amendments.
11. **AUTHORIZATION AND EXECUTION.** This instrument shall be executed and delivered by Local Agency electronically, and fully executed electronic versions of this instrument, or reproductions thereof, will be deemed to be an original. Each party agrees that: (a) this User Agency Agreement and any other documents to be delivered in connection herewith may be electronically signed, and any electronic signatures appearing on this User Agency Agreement or such other documents are intended to authenticate the applicable writing, (b) any electronic signature shall have the same force, effect, and legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, and (c) the parties hereby waive any objection to the contrary with respect to the foregoing clauses (a)-(b). Electronic signature means any electronic symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

APPROVED AS TO FORM AND LEGALITY
 September 7 2023
 HYDEE FELDSTEIN SOTO, City Attorney
 By *Deborah McCloskey*
 Deputy City Attorney