

**U.S. BANK
POLITICAL SUBDIVISION ADDENDUM**

This U.S. Bank Political Subdivision Addendum ("**Political Subdivision Addendum**") constitutes an addendum to and modification of the Sate Contract 50324 04 – Essential Agreement Terms for Purchase Card and Corporate Card Services dated November 17, 2011 between the State of Nebraska, Administrative Services, Material Division, Purchasing Bureau (the "**State**") and U.S. Bank National Association ("**U.S. Bank**") (the "**Agreement**"). This Political Subdivision Addendum shall become effective upon signing by or on the behalf of the last party to sign ("**Effective Date**") and supersedes any previous and like addenda with the Political Subdivision.

RECITALS

- A. The State has entered into the Agreement for the purpose of making available a Corporate Card, Purchase Card or One Card as described in the Agreement ("**Card Program**") for use by Political Subdivisions;
- B. The State is willing to permit Political Subdivisions to participate in the Card Program provided that Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of the Agreement as if Political Subdivision was the entity signing the Agreement as the State. The State shall not bear liability or responsibility for Political Subdivision under the Agreement or this Political Subdivision Addendum; and
- C. Political Subdivision has received a copy of the Agreement from the State, and after a thorough review of the Agreement, desires to participate as a Political Subdivision under this Agreement. Political Subdivision assumes all responsibility and liability for Political Subdivision's performance of the terms and conditions of this Political Subdivision Addendum as well as the Agreement as if Political Subdivision was the entity signing the Agreement as the State, but Political Subdivision shall not be liable for the acts and omissions of the State under the Agreement or this Political Subdivision Addendum.

AGREEMENT

Now therefore, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Agreement, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all parties agree as follows:

- 1. Capitalized terms used in this Political Subdivision Addendum and not otherwise defined in this Political Subdivision Addendum are used with the same respective meanings attributed thereto in the Agreement.
- 2. Political Subdivision agrees to accept and perform all duties, responsibilities and obligations required of the State as set forth in the Agreement. Cards shall be issued to designated employees of Political Subdivision upon execution of this Political Subdivision Addendum by Political Subdivision and U.S. Bank.
- 3. In order to determine credit qualifications for the Political Subdivision, the Political Subdivision shall provide U.S. Bank with the last three (3) years of audited financial statements with this signed Political Subdivision Addendum. The Political Subdivision shall provide to U.S. Bank annual financial statements thereafter. U.S. Bank will review the financial statements and notify the Political Subdivision of the approval or decline of its credit qualification. If such financial statements can be independently obtained by U.S. Bank, the Political Subdivision will not be required to provide such financial statements.
- 4. Political Subdivision shall make payment to U.S. Bank for all Debt incurred by Political Subdivision and its Cardholders as provided in the Agreement. "**Debt**" means all amounts charged to a card and/or account including without limitation all amounts related to purchases, fees and other Charges that are owed to U.S. Bank by Political Subdivision and its Cardholders.
- 5. Political Subdivision declares that cards shall be used for official Political Subdivision purchases only, and shall not be used for individual, consumer purchases or to incur consumer debt. Political Subdivision warrants that it possesses the financial capacity to perform all of its obligations under the Agreement and this Political Subdivision Addendum.
- 6. The notice address for Political Subdivision is:

Political Subdivision:
Lancaster County
555 So. 10th Street
Lincoln, NE 68508

Attn: Dennis Meyer
- 7. The representations, warranties and recitals of Political Subdivision set forth in this Political Subdivision Addendum and the Agreement constitute valid, binding and enforceable agreements of Political Subdivision. All extensions of credit made pursuant to this Political Subdivision Addendum and the Agreement to Political Subdivision will be valid and enforceable obligations of Political Subdivision and Political Subdivision shall pay to U.S. Bank all Debts incurred by Political Subdivision in



accordance with the terms of the Agreement and this Political Subdivision Addendum. The execution of this Political Subdivision Addendum and the performance of the obligations hereunder and under the Agreement are within the power of Political Subdivision, have been authorized by all necessary action and do not constitute a breach of any agreement to which Political Subdivision is a party or is bound.

- 8. Authorization and Execution. Political Subdivision represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for the Political Subdivision to be duly bound by this Political Subdivision Addendum. This Political Subdivision Addendum requires approval as to form by the Attorney for the Political Subdivision. If this Political Subdivision Addendum is not approved as to form by the Attorney for the Political Subdivision, the completion of a Certificate of Authority is required and must accompany this Political Subdivision Addendum.

In witness whereof, the parties have, by their duly authorized representatives, executed this Political Subdivision Addendum.

DATE: _____

DATE: March 31, 2018 _____

Lancaster County
Legal Name of Political Subdivision

U.S. Bank National Association

(Signature of Authorized Individual)

E-SIGNED by Brad W. Hoffelt

(Signature of Authorized Individual)

Todd Wiltgen
(Printed Name of Authorized Individual)

Brad W. Hoffelt
(Printed Name of Authorized Individual)

Lancaster County Board Chair
(Printed Title of Authorized Individual)

Senior Vice President
(Printed Title of Authorized Individual)

Approved as to form:

(Signature of Attorney for Political Subdivision)

(Printed Name of Attorney)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	CONTACT NAME: Dawn Heinemann PHONE (A/C, No, Ext): 612-333-3323 E-MAIL ADDRESS: dheinemann@hayscompanies.com	FAX (A/C, No): 612-373-7270
INSURED U.S. Bancorp and its Subsidiaries 200 South 6th Street EP-MN-L201 Minneapolis, MN 55402		INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC# 24147	

COVERAGES

CERTIFICATE NUMBER: 52514614

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MWZY310877	08/01/17	08/01/18	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		MWTB310875	08/01/17	08/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	X MWC31087400	08/01/17	08/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Purchase Card Contract award.

Certificate holder is additional insured on a primary and non-contributory basis as respects general and automobile liability policies where required by written contract subject to the policy(s) terms and conditions. Waiver of subrogation applies in favor of the additional insured as respects workers compensation policy where required by written contract subject to the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

CON

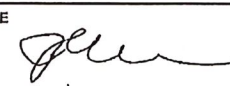
City of Lincoln
Lancaster County, NE

Lincoln-Lancaster County Public Building Commission
555 So. 10th Street
Lincoln, NE 68508

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under written contract or agreement, provided such contract or agreement was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization as required in a written contract.

With respect to LIABILITY COVERAGE, Who Is An Insured is changed with the addition of the following:

Each person or organization shown in the Schedule is included as an "insured", but only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

EARLIER NOTICE OF CANCELLATION TO AN ADDITIONAL INSURED

We agree to send, 30 days prior to cancellation of this Policy, written notice to any additional insured to whom a Named Insured has agreed in a written contract that notice of such cancellation will be sent by us.

POLICY NUMBER: MWC 310874 00

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE: 08-01-17



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED U.S. Bancorp EP-MN-L201 200 S. 6th Street Minneapolis MN 55402 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570070492202 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			EONG25602894002 Cyber Liability - Primary SIR applies per policy terms & conditions	11/15/2017	11/15/2018	Aggr Limit \$10,000,000

Certificate No : 570070492202

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Purchasing card contract award.

CERTIFICATE HOLDER Lancaster County 555 South 10th Street Lincoln NE 68508 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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