



## COOPERATIVE PURCHASING MEMBER ADDENDUM (Retail Fuel Card Services)

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This Cooperative Purchasing Member Addendum (Retail Fuel Card Services) ("**Addendum**") is entered into by Collin County Government, organized under the laws of the State of Texas ("**Participant**"), and U.S. Bank. This Addendum shall become effective upon signing by U.S. Bank.

### RECITALS

- A. The State of Texas ("**Customer**") and U.S. Bank entered into the Commercial Account Agreement 946M4 for Retail Fuel Card Services dated March 1, 2025 (as the same may be modified, amended or amended and restated from time to time, the "**Agreement**");
- B. Participant desires to participate as a "**Participant**" under the Program and Agreement, with sole liability its own obligations it may incur under the Program and Agreement; and
- C. U.S. Bank has agreed to allow Participant to be bound under the Agreement and participate in the Program as a "**Participant**".

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 "**Participant**" under the Agreement, and upon the execution of this Addendum by U.S. Bank (after completing its necessary due diligence) Participant shall be deemed a "**Participant**" thereunder. U.S. Bank will take direction from such Participant in the issuing of Accounts (or the suspension of Accounts issued at Participant's direction). This Addendum shall be considered a "**Participant Agreement**" for purposes of the Agreement.
- 3. **PARTICIPANT REPRESENTATIONS, WARRANTIES AND COVENANTS.** Participant
  - 3.1 Represents and warrants that is received a copy of the Agreement;
  - 3.2 Represents that it is a valid Cooperative Purchasing Member as defined by the State of Texas;
  - 3.3 Represents and warrants that as of the date hereof that each of the representations and warranties made by Customer 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 Customer 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 is shall be solely liable for its performance of the terms and conditions of the Agreement and this Addendum. Customer 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:  
Collin County Purchasing  
2300 Bloomdale Rd.  
Ste. 3160  
McKinney, TX 75071  
Attn: Sarah Haynes
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.
8. **BREACH; CONTINUATION.** Any breach by Participant of the terms of this Addendum or of the terms of the Agreement shall be a default under this Addendum permitting U.S. Bank to (i) exercise against Participant all rights and remedies available under the Agreement based upon such default and (ii) terminate this Addendum. The expiration or termination of the Agreement as to Customer or any other participant shall not terminate the Agreement as incorporated into this Addendum and such Agreement shall continue as to Participant for all purposes. However, upon such expiration or termination of the Agreement as to Customer, either U.S. Bank or Participant may at any time terminate this Addendum upon thirty (30) days' prior written notice to the other party.
9. **RATIFICATION; AMENDMENT.** Participant acknowledges that U.S. Bank and Customer may from time to time enter into amendments of the Agreement. No such amendments shall require the consent of Participant and Participant shall be bound by the terms contained in any such amendments. Customer, and not U.S. Bank, shall have the sole responsibility of informing Participant of any such amendments. The failure of Customer to so inform Participant of any amendment shall not provide a defense to Participant against enforcement by U.S. Bank of the Agreement (as amended) or this Addendum against Participant.
10. **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.

Each signatory represents and warrants that (i) such signer 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: _____
Collin County Legal Name of Participant	U.S. Bank National Association
_____ (Signature of Authorized Individual)	_____
Michelle Charnoski (Printed Name of Authorized Individual)	_____
Purchasing Agent, NIGP-CPP, CPPB (Printed Title of Authorized Individual)	_____