

**RIDER TO ADDENDUM TO THE
FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK AND THE STATE OF CALIFORNIA**
(State MSA No. 5-19-99-19)

This Rider (“Rider”) is attached to and made a part of the “Addendum to the Fuel Card Services Agreement between WEX Bank and the State of California” (“Addendum”). This Rider and the Addendum are entered as of January 14, 2025 (“Effective Date”) by and between Contra Costa County, a political subdivision of the State of California (“County”) and WEX Bank, a Utah corporation (“WEX”). The County and WEX are sometimes referred to herein together as the “Parties” and each as a “Party.”

1. Incorporation. The terms of State of California MSA No. 5-19-99-19 (the “Agreement”) is incorporated in and made a part of the Addendum. This Rider is attached to and incorporated in the Addendum as though fully set forth therein. The County is a Participating Entity under the Agreement. One purpose of this Rider is to make certain changes to the Agreement to ensure that WEX’s performance under the Addendum is governed by the same terms that govern WEX’s performance under the Agreement.
2. Definitions. Capitalized terms used but not defined in this Rider shall have the same meanings as the terms have in the Addendum and Agreement.
3. Term. The term of the Addendum commences on the Effective Date written above, and it expires June 30, 2026, unless sooner terminated in accordance with Section 2.F. of the Agreement. The County and WEX may amend this Rider to extend the term of the Addendum by two additional years beyond June 30, 2026, provided that the State has extended the Agreement by the same period of time.
4. Agreement to be Bound. By executing this Rider, WEX and the County agree to be bound by the terms of the Addendum and the Rider, and by the terms of the Agreement, as modified by this Rider.
5. Payment Limit. The County will pay WEX in accordance with the terms of the Addendum, provided that all County payments to WEX during the term of the Addendum shall not exceed \$4,000,000 (“Payment Limit”). The County shall be solely responsible for tracking all charges and payments under this Addendum to confirm the County’s charges do not exceed the Payment Limit; and the County shall be liable for paying all charges it incurs beyond the Payment Limit during the term of this Addendum. Any increase in the Payment Limit will require County Board of Supervisors’ approval, but, otherwise, will be treated as an administrative amendment that will be effective immediately upon written notice to WEX by the County’s Purchasing Division.
6. General Terms and Conditions. For purposes of the Addendum only, Exhibit C to the Agreement is further modified, as follows:

- a. Audit. For purposes of the Addendum, the first sentence in Section 4 (Audit) shall be deemed deleted and replaced with the following sentence, to read:
“Contractor agrees that the County or its designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.”
 - b. Deletion. For purposes of the Addendum, Section 18 (Priority Hiring Considerations) is deleted because it does not apply to the County.
7. Insurance. The Contractor shall provide the County evidence of the policies of insurance required in Exhibit D (Insurance Requirements) to the Agreement.
 8. Order of Precedence. The order of precedence shall be: first, this Rider; second, the Addendum; and third, the Agreement. If the County issues any purchase order, it shall be governed by the terms of the aforementioned instruments only, and any terms and conditions included in any purchase order shall have no effect. .
 9. Notices. Notices to the parties shall be provided to:

Contractor

Address: WEX Bank
111 East Sege Lily Drive, Suite 250
Sandy, UT 84070
Telephone: (801) 568-4345
Contact: Tanya Watson, Government Sales Executive
Email: legalnotice@wexinc.com

County

Address: Contra Costa County-Purchasing Services
40 Muir Road, 2nd Floor
Martinez, CA 94553
Telephone: (925) 957-2495
Contact: Cynthia Shehorn, Procurement Services Manager
Email: cindy.shehorn@pw.cccounty.us

All notices shall be in writing and personally delivered, delivered by overnight carrier with delivery charges for next day delivery prepaid by the sending party, or sent by First Class, certified mail return receipt required, U.S. Mail, with postage prepaid by the sending party. A courtesy copy of a notice may be given by email, but giving a courtesy copy of a notice by email does not relieve the sending party of its obligation to give notice to the receiving party in the manner required by this section. A notice given in accordance with this section shall be deemed received by the receiving party on (a) the same day, if personally delivered, (b) the next business day, if timely deposited with an overnight carrier and with delivery charges prepaid to ensure next day delivery, and (c) on the fifth day after mailing, if mailed by First Class, certified mail, return receipt required, U.S. Mail with postage prepaid.

10. Amendment. This Rider may be amended in a writing executed by both Parties.

11. Counterparts. This Rider may be executed in counterparts that, together, constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Rider as of the Effective Date.

Participating Entity: Contra Costa County	Contractor: WEX Bank
Signature:	Signature:
Name: Cynthia Shehorn	Name: Tanya Watson
Title: Procurement Services Manager	Title: Government Sales Executive
	Signature:
	Name:
	Title:

Approved as to form:
Thomas L. Geiger, County Counsel

By: _____
Assistant County Counsel

Attachments:

- 1) Addendum to the Fuel Card Services Agreement between WEX Bank and the State of California
- 2) Fuel Card Services Agreement between WEX Bank and the State of California

