



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145660

PAGE 1 OF 11

DATE: 8/5/2025

**SUBJECT: CONSIDERATION OF COOPERATIVE FOR RETAIL FUEL CARDS -  
TXMAS #946M4-3244 - FLEET SERVICES - U.S. BANK NATIONAL  
ASSOCIATION - PER CONTRACT TERMS**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider use of cooperative for Retail Fuel Cards, utilizing the Texas Multiple Award Schedule (TXMAS) Contract #946M4-3244, for Fleet Services, with U.S. Bank National Association at the per contract terms and approve contract.

**BACKGROUND**

U.S. Bank National Association was contacted and requested to submit pricing for retail fuel cards under TXMAS Contract #946M4-3244.

This contract is for fleet fuel card and management services to provide fuel charge cards for use at retail fuel stations throughout the County and establish a digital management system for the administration of the fuel cards by Tarrant County.

The TXMAS contract expires March 31, 2027, with four (4) optional one (1) year terms.

TXMAS contracts are open to state and local government agencies in accordance with Government Code Title 7, Chapter 791, Subchapter C, Section 791.025, Contracts for Purchases.

The contract is attached for approval and signature. The District Attorney's Office reviewed this contract as to form.

**FISCAL IMPACT**

Expenses for the last twelve (12) months were \$972,519.76. Funding is available in account 10000-2025 General Fund/6840204000 Transportation/576182 Fuel.

SUBMITTED BY	Purchasing	PREPARED BY:	Emily Salter
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



# Know Your Customer Required Information Collection Form

To help the United States government fight the funding of terrorism and prevent money laundering activities, U.S. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or any other entity recognized as a legal person) who opens an account. U.S. Bank will ask for the legal name, address, tax identification number, and other identifying information that will assist us in completing the review of your contract/application. We may also ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity. U.S. Federal law also requires financial institutions to conduct ongoing customer due diligence, verify the identity of beneficial owners of certain legal entities, and comply with U.S. Economic Sanctions. U.S. Bank may require identification information on Customer, its Affiliates, Related Parties, or Cardholders, if applicable, to allow U.S. Bank to remain in compliance with U.S. Federal law or U.S. Bank policy. Customer agrees to promptly provide such identification information to U.S. Bank, and Customer shall cause its Affiliates, Related Parties or Cardholders, if applicable, to provide identification information to U.S. Bank .

### How to complete this form:

Answer all questions completely and thoroughly, reviewing the requirements of each section. Missing information will cause delays in processing. Abbreviations or acronyms are not acceptable. **Post Office Boxes or Personal Mailboxes are not acceptable**, please provide physical address for any addresses provided. You must notify U.S. Bank if any information in the form changes.

### Section A: Customer Information

- Provide the full legal name of the customer as it is captured on formation documents. This does not include Doing Business As (DBA) or Trade names.

Company Information	
Company Name:	Tarrant County
Identification Number: • (TIN, EIN, SSN, ITIN)	75-6001170
Is the above Identification Number shared with another entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, provide all entities that share the Identification Number:	
Legal Physical Address: (Where the business is located. Do not provide a mailing address)	100 E Weatherford St Fort Worth, TX 76196
Does the company have Trade or Doing Business As (DBA) name(s)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, provide only the Trade or DBA(s) that are applicable to your relationship with U.S. Bank:	
Provide the DBA address(es) if is different than the company address:	

### Section B: Exempt Entities – Do any of the below business types apply to your business?

- Please select the business type that applies to the business captured in Section A.

If the company is a subsidiary of a Public Body or Publicly Traded Entity and has its own financials, complete the entire form, supply formation documents and the most recent organization chart.

- Is your business a U.S. Department or Agency, including Indian Tribal Government, or was it formed under in interstate compact between two or more states?
- U.S. Political Subdivision (Local Government Entity)
- Financial institution that is regulated by a Federal or State Regulator:
- Any entity established under an interstate compact, including Indian Tribal Governmental Entities
- An entity that is listed on the New York, NYSE Market LLC, or NASDAQ stock exchanges – this only applies to U.S. operations
- Subsidiary of a Publicly Traded parent listed on NYSE, NYSE MKT LLC, or NASDAQ stock exchanges\*. This only applies to U.S. operations and U.S entities where equity of 51% or more is held by a U.S. listed entity. \*Excludes subsidiaries and entities listed under NASDAQ Capital Market (Nasdaq-CM) Companies

Name of Exchange: \_\_\_\_\_ Ticker Symbol: \_\_\_\_\_

**Section C: Standard Due Diligence Questions**

1	What is the nature of your business? (What products or services do you supply?) • Include NAICS if known	Local government
2	Does your business operate in the hemp industry? (If yes supply USDA License, or State/Tribal Government License along with this form)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3	What is the legal structure of your business? (e.g., Corporation, Limited Partnership/LLP, Not-for-Profit Organization, LLC, Single Member LLC, Partnership, Sole Proprietor, Government)	County government
4	What is the company's country of formation?	U.S.
5	What is the country of primary business operations for the company?	U.S.
6	Does the company provide any of the following services to your customers? If Yes, which service?	
	• check cashing services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	• issue or cash travelers checks or money orders	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	• provide money transmission or foreign exchange services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	• offer prepaid cards	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7	What is the company's estimated or projected annual revenue/budget (USD)? (If none, please indicate with \$0. None and N/A are not allowed.)	\$ 896,000,000

**Section D: Authorized Signer**

- One individual is required, additional individuals are optional.

Full Legal Name		Provide <u>one</u> of the following sets of items: Date of Birth (mm/dd/yyyy), OR Physical Residential Address (preferred) OR Business Address OR SSN/ITIN/Foreign ID (A copy of the non-expired foreign ID is required along with this form)
1	Tim O'Hare  <input type="checkbox"/> No middle name	County Judge
2	  <input type="checkbox"/> No middle name	

**Section E: Control of Public Funds (Government Entities Only)**

- Applicable law requires U.S. Bank to retain information regarding the individual, full legal name, and title who has control over public funds, which in this case includes credit balances on the card accounts. Control of public funds includes possession of, as well as authority to establish, accounts for such funds in a bank and to make deposits, withdrawals, and disbursements or to direct these activities.
- Individuals listed in Section D can also be listed in Section E if applicable

What is the authority type over the public funds?		<input checked="" type="checkbox"/> Independent Authority (Requires action or consent of only one official custodian) - One individual is required to be listed below; additional individuals are optional) <input checked="" type="checkbox"/> Dependent Authority (Requires action or consent of two or more official custodians.) - At least two individuals are required to be listed
Full Legal Name (First, Middle, Last)		Title – acceptable titles include Chairman, CEO, CFO, City Manager, Comptroller, Director of Administration & Finance, Director of Fiscal Services, District Superintendent, Executive Director, Finance Director, General Manager, Governing Board President, Mayor, President, Superintendent, Treasurer
1	Kimberly Buchanan	County Auditor
	<input type="checkbox"/> No middle name	
2		
	<input type="checkbox"/> No middle name	

**Section F: Certification by Authorized Signer**

This section must be completed by an appropriate individual with the authorization of the Customer provided in Section A at the top of this form. e.g., the secretary or other officer, a member or manager of an LLC, partner of a partnership, business owner, Chief Executive Officer (CEO), controller, Chief Operating Officer (COO), Chief Financial Officer (CFO).

I, an Authorized Officer of the company name listed in Section A above, hereby attest that all information supplied on this form and/or any documentation supplied as requested in this form is true and accurate to the best of my knowledge.

Printed Full Legal Name <input type="checkbox"/> No middle name	Tim O'Hare
Title:	County Judge
Date:	
E-mail Address	
Signature:	





## 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 Tarrant County, 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:  
Tarrant County  
100 E Weatherford St  
Fort Worth, TX 76196  
Attn:
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.

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**PARTICIPANT**

**U.S. BANK**

DATE: Click or tap to enter a date.

DATE: Click or tap to enter a date.

Click or tap here to enter text.

U.S. Bank National Association

Legal Name of Participant

(Signature of Authorized Individual)

Click or tap here to enter text.

(Printed Name of Authorized Individual)

Click or tap here to enter text.

(Printed Title of Authorized Individual)

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APPROVED AS TO FORM:

*Kimberly Colliet Wesley*

Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

**NOTICE OF AWARD**

U.S. Bank National Association  
Mark A. Hess, Account Manager  
800 Nicollet Mall  
Minneapolis, MN 55402

Re: Contract Category: 946-M4 Charge Cards: Retail Fuel Card Services  
Contract ID No.: 946M4-3244  
RFP No.: 304T-24-946M4  
Term of Contract: Date of Deputy Comptroller's signature on this Notice of Award,  
or March 1, 2025, whichever is later, through March 31, 2027

Your company, U.S. Bank National Association, submitted a Response to the Comptroller of Public Accounts (CPA) in response to the above-referenced Request for Proposal (RFP). This letter is to inform you that the Comptroller accepts your proposal for the item(s) listed in the attached Revised Contract Item List.

The Contract consists of the documents stated in Section B.3.2 of the RFP; however, products or services in your Response for which you sought an award that are not included in the attached Revised Contract Item List are not part of the Contract.

Only those assumptions and exceptions specifically noted in Exhibit A are accepted by CPA and are part of this Notice of Award. All other assumptions or exceptions in your Response, if any, are specifically denied. Any oral discussions, representations, or accommodations regarding assumptions or exceptions are specifically disclaimed.

As stated in the RFP, no minimum compensation under the Contract is guaranteed. You must not process or make delivery for any products or services until receipt of a purchase order by a Customer pursuant to the terms of the Contract.

Any payment due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, which is owed to the state of Texas.

The terms and conditions of this Contract may be modified only through a written amendment executed by an authorized representative of the CPA. Customers may not modify the terms and conditions nor amend the Contract.

Texas Comptroller of Public Accounts

DocuSigned by:



946M4-3244

Deputy Comptroller

2/12/2025 | 9:33 AM CST

Date



## TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of Cooperative for Retail Fuel Cards - TXMAS #946M4-3244 - Fleet Services - U.S. Bank National Association - Per Contract Terms

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

\*\*\*\*\*

### I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

\*\*\*\*\*

**Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.**

### II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes \_\_\_\_\_ No ✓

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes \_\_\_\_\_ No ✓

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.

\*\*\*\*\*



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COMMUNICATION**

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SUBMITTED BY	Purchasing	PREPARED BY:	Emily Salter
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP



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### How to complete this form:

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### Section A: Customer Information

- Provide the full legal name of the customer as it is captured on formation documents. This does not include Doing Business As (DBA) or Trade names.

Company Information	
Company Name:	Tarrant County
Identification Number: • (TIN, EIN, SSN, ITIN)	75-6001170
Is the above Identification Number shared with another entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, provide all entities that share the Identification Number:	
Legal Physical Address: (Where the business is located. Do not provide a mailing address)	100 E Weatherford St Fort Worth, TX 76196
Does the company have Trade or Doing Business As (DBA) name(s)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes, provide only the Trade or DBA(s) that are applicable to your relationship with U.S. Bank:	
Provide the DBA address(es) if is different than the company address:	

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- Subsidiary of a Publicly Traded parent listed on NYSE, NYSE MKT LLC, or NASDAQ stock exchanges\*. This only applies to U.S. operations and U.S. entities where equity of 51% or more is held by a U.S. listed entity. \*Excludes subsidiaries and entities listed under NASDAQ Capital Market (Nasdaq-CM) Companies

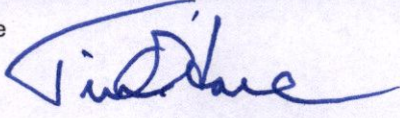
Name of Exchange: \_\_\_\_\_ Ticker Symbol: \_\_\_\_\_

**Section C: Standard Due Diligence Questions**

1	What is the nature of your business? (What products or services do you supply?) • Include NAICS if known	Local government
2	Does your business operate in the hemp industry? (If yes supply USDA License, or State/Tribal Government License along with this form)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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	• offer prepaid cards	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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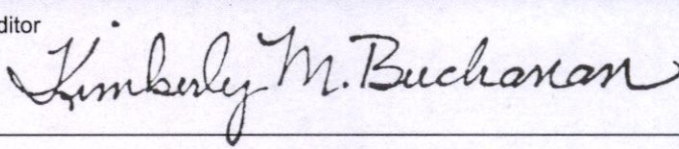
**Section D: Authorized Signer**

- One individual is required, additional individuals are optional.

Full Legal Name		Provide <u>one</u> of the following sets of items: Date of Birth (mm/dd/yyyy), OR Physical Residential Address (preferred) OR Business Address OR SSN/ITIN/Foreign ID (A copy of the non-expired foreign ID is required along with this form)
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**Section E: Control of Public Funds (Government Entities Only)**

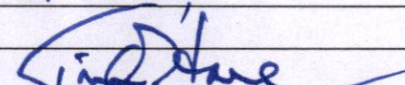
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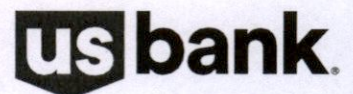
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Full Legal Name (First, Middle, Last)		Title – acceptable titles include Chairman, CEO, CFO, City Manager, Comptroller, Director of Administration & Finance, Director of Fiscal Services, District Superintendent, Executive Director, Finance Director, General Manager, Governing Board President, Mayor, President, Superintendent, Treasurer
1	Kimberly Buchanan <input type="checkbox"/> No middle name	County Auditor 
2	<input type="checkbox"/> No middle name	

**Section F: Certification by Authorized Signer**

This section must be completed by an appropriate individual with the authorization of the Customer provided in Section A at the top of this form. e.g., the secretary or other officer, a member or manager of an LLC, partner of a partnership, business owner, Chief Executive Officer (CEO), controller, Chief Operating Officer (COO), Chief Financial Officer (CFO).

I, an Authorized Officer of the company name listed in Section A above, hereby attest that all information supplied on this form and/or any documentation supplied as requested in this form is true and accurate to the best of my knowledge.

Printed Full Legal Name <input type="checkbox"/> No middle name	Tim O'Hare
Title:	County Judge
Date:	8/5/2025
E-mail Address	
Signature:	





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

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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:

Tarrant County

100 E Weatherford St

Fort Worth, TX 76196

Attn:

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.

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**PARTICIPANT**

**U.S. BANK**

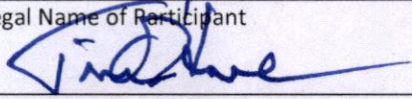
August 5, 2025

DATE: Click or tap to enter a date.

Tim O'Hare

U.S. Bank National Association

Legal Name of Participant



(Signature of Authorized Individual)

Tim O'Hare

(Printed Name of Authorized Individual)

Tarrant County Judge

(Printed Title of Authorized Individual)

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APPROVED AS TO FORM:

*Kimberly Colliet Wesley*

Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.