

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

U.S. Bank National Association
200 South Sixth St.
Minneapolis, MN 55402

**THIRD AMENDMENT
TO
CONTRACT No. 00612
COMMERCIAL CARD SERVICES
CATEGORY 2 – FLEET CARDS**

This Third Amendment (“Amendment”) to Contract No. 00612 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and U.S. Bank National Association, a Minnesota corporation (“Contractor”) and is dated as of September 1, 2020.

RECITALS

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 00612 for Commercial Card Services, Category 2 – Fleet Cards dated effective as of January 1, 2014 (“Contract”).
- B. The Parties previously amended the Contract 00612.
 - a. Amendment 1, dated January 1, 2019, amended the contract term through December 31, 2020; and
 - b. Amendment 2, dated January 1, 2019, amended Section 3.1e Incentive Share #4 NASPO ValuePoint Sales Volume Incentive Share.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

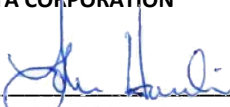
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** Per Section 1.5 Contract Term, agreement is extended through June 30, 2021.
- 2. **INCENTIVE SHARE.** Beginning January 1, 2021, Section 3 – Incentive Share of the Master Agreement is deleted in its entirety.
- 3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**U.S. BANK NATIONAL ASSOCIATION
A MINNESOTA CORPORATION**

By: 
Name: John Hardin
Title: General Manager, Transportation
Division
Date: 9/23/2020

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Kim Kirkland
Title: IT Contracts Supervisor
Date: 9/23/2020