

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK AND THE STATE OF CALIFORNIA (the "STATE")**

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Contract No. MSA #5-19-99-01 ("Agreement") entered into between WEX Bank ("WEX") and the State of California, Department of General Services (the "State") and thereby creating the program ("Program") by which to enroll participants ("Participating Entity"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity Name Newport-Mesa Unified School District		Phone # 714-424-5000		Fax# 714-424-8925
Physical Address (Do not include PO Box) 2985 Bear St. Bldg.A Costa Mesa, CA 92626			Member ID Number (if applicable)	
Mailing Address (if different from physical address)			Participating Entity's Taxpayer ID # (TIN or FEIN) 95-2417783	
In Business Since (yyyy) 1966	Year of Incorporation (yyyy) N/A	Number of Vehicles	Avg Monthly Fuel Expenditures \$1000.00	Avg Monthly Service Expenditures \$N/A

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no Participating Entity name will appear on cards.

Newport-Mesa USD

Billing Contact Name

Martha Wong

Billing Address

2985 Bear St. Bldg A

Designate the Participating Entity Contact authorized to receive all charge cards, reports, and other such information WEX provides from time to time and to take actions with respect to your account and account access. This is also the person designated by the Participating Entity to provide all fleet vehicles, driver and other information we may request.

Participating Entity Authorized Fleet Contact Name Shelley Humphrey	Title Dir, Transportation	Phone # 714-424-5080	Fax # 714-424-8925
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Email address (required to take advantage of product type card controls)
shumphrey@nmusd.us

Card Controls: To help WEX estimate the Participating Entity's credit needs, indicate the types of cards they anticipate using.

If you provide a valid email address above, you can select from these product type options:

☐ All Products ☒ Fuel & Service ☐ Fuel & Fluids with Roadside Assistance ☐ Fuel with Roadside Assistance ☐ Mix of card types

☐ Check here if business is exempt from motor fuels tax

TERMS

DEFINITIONS:

"Agreement" means: **Contract No. MSA # 5-19-99-19-01 effective February 8, 2021** for Fuel Cards and Fuel Management Services (the "Agreement") between the State of California and WEX Bank.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.

All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

1. This Addendum is to allow the Participating Entity to participate under the Agreement between WEX Bank and the State. It does not modify, amend or change the Agreement in any way. The Participating Entity agrees to comply with the terms and conditions of MSA # 5-19-99-19-01 which is referenced and made a part of this transaction.
2. Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
3. Participating Entity hereby requests the services of WEX Bank described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
4. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Participating Entity's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.

Signature: _____ Printed Name: Timothy D Holcomb
Title: Assistant Superintendent, Chief Operating Officer Date: _____

Complete and sign addendum. Email to: governmentmailbox@wexinc.com OR Fax to 1-866-527-8873.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code	Account Number