

	AGREEMENT NUMBER
	REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
-
- CONTRACTOR'S NAME
U.S. Bank National Association
-
2. The term of this Agreement is: _____ through **Participating Addendum 7-16-99-27** expiration date unless terminated earlier by state agency.
-
3. The maximum amount of this Agreement is: **No Maximum. Agreement is under Participating Addendum 7-16-99-27 for Fleet Card Services.**

This State Agency Subscription Agreement (“**Subscription Agreement**”) constitutes an agreement to participate under the terms and conditions of the State of California Participating Addendum No. 7-16-99-27 (“**Participating Addendum**”) entered into by U.S. Bank National Association (“**Contractor**”) and the State of California, Department of General Services (“**DGS**”) for Fleet Card Services. The terms of the Participating Addendum and any amendments thereto are incorporated herein by reference. The undersigned does hereby state and certify to the DGS and Contractor that he or she possesses the express authority to sign the Subscription Agreement on behalf of the named State Agency and to contractually bind the State Agency to the terms of the Participating Addendum.

Exhibit A – Scope of Work

1 page

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, State whether a corporation, partnership, etc.) U.S. Bank National Association	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Michael C. Leppones, Vice President	
ADDRESS 901 Marquette Avenue, 18th Floor, AT&T Building Minneapolis, MN 55443	
STATE OF CALIFORNIA	
AGENCY NAME	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
<input type="checkbox"/> Exempt per: _____	

EXHIBIT A
SCOPE OF WORK

1. OVERVIEW OF SERVICES:

Contractor agrees to provide State Agency Fleet Card services as described in Participating Addendum 7-16-99-27.

2. CONTRACT MANAGEMENT:

All notices to each of the Contractor and the State Agency shall be sent to the respective addresses set forth below unless either such party designates another address in writing.

A. The Contractor's Contract Administrator will be:

Contact Name:	Mark Hess
Phone:	(612) 436-6544
E-Mail:	mark.hess1@usbank.com
Address:	901 Marquette Avenue, EP-MN-16S Minneapolis, MN 55402

B. The State Agency's Contract Administrator will be:

Contact Name:	
Phone:	
E-Mail:	
Address:	

3. WARRANTIES:

State Agency agrees that the failure of the following warranties to be true during the term of this Subscription Agreement shall constitute a material breach.

- A. The Subscription Agreement constitutes a valid, binding, and enforceable agreement;
- B. The transaction contemplated by the Subscription Agreement is within the scope of the normal course of business and has received any required further authorization for the State Agency to be duly bound by this Subscription Agreement;
- C. The execution of the Subscription Agreement and the performance of its obligations under the Subscription Agreement are within the State Agency's powers; have been authorized by all necessary action; and do not constitute a breach of any agreement of the State Agency with any party;
- D. The State Agency has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities as they relate to the use of the Fleet Card and/or participation in the Fleet Card Program;
- E. The execution of this Subscription Agreement and the performance of its obligations under this Subscription Agreement will not cause a breach of it arising in law or equity; and
- F. At the time of execution of this Subscription Agreement the State Agency possesses the financial capacity to perform all of its obligations under the Subscription Agreement.

4. INVOICING AND PAYMENT:

- A. Contractor shall bill State Agency and State Agency agrees to pay Contractor for charges incurred in accordance with the terms and conditions set forth in the Participating Addendum.
- B. Invoices shall be submitted on a monthly basis in arrears to the address and contact listed for the billing account during the implementation and as maintained by an authorized user.
- C. Incentives shall be paid directly to the Department of General Services, as specified in the Participating Addendum.

INSTRUCTIONS

Please coordinate with your agency's contracts unit to complete the process outlined below.

- 1) State Agency completes, but does **NOT** sign, the *State Agency Subscription Agreement* (formatted STD 213);
- 2) State Agency submits the completed, **unsigned**, *Subscription Agreement*, along with return instructions, to U.S. Bank at Voyagerstatesales@usbank.com for signature.
 - * *U.S. Bank will sign and return the Subscription Agreement for Agency's signature.*
- 3) State Agency signs and emails a scanned copy of the executed *Subscription Agreement* to DGS-OFAM at OFAMVoyagerCard@dgs.ca.gov.
 - * *DGS-OFAM will submit to Office of Legal Services for final approval. Upon approval, copies will be forwarded to the State Agency and U.S. Bank.*

For more information, please contact the DGS-OFAM Voyager Team at:
OFAMVoyagerCard@dgs.ca.gov.