

**ADDENDUM TO HSA BANK SERVICES
AGREEMENT BETWEEN
EL PASO COUNTY, TEXAS AND
HSA BANK AND WEBSTER SERVICING LLC**

This ADDENDUM is attached to and forms part of the HSA Bank Services Agreement (“Agreement”) between EL PASO COUNTY, TEXAS (“COUNTY”) and HSA Bank, a division of Webster Bank, N.A. (“Bank”) and Webster Servicing LLC (“Webster Servicing”), a subsidiary of the Bank (together, “HSA”). To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the attached Agreement.

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this Agreement shall begin on the 1st day of January 2025 and continue for an initial period of four (4) years (the “Initial Agreement Period”), ending on the 31st day of December 2028. This Agreement may be renewed for up to two (2) additional one (1) year periods (each a “Renewal Agreement Period”) upon the written agreement of the parties. Employer shall notify Bank of its intent to renew the Agreement with one hundred twenty (120) days’ notice prior to the end of the Initial Term. If no such notice is provided, the Agreement shall automatically renew for the Renewal Agreement Period as specified above. The Initial Agreement Period and any Renewal Agreement Period shall collectively be referred to as the “Term.” However, in no event shall this Agreement extend beyond the 31st day of December 2030.
2. **Notice.** Unless otherwise provided herein, and except for invoices and billing-related communications or notices of fee changes which may be sent by email, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the Parties. Notices are effective upon receipt. Parties may change their notice information in the same manner.

To HSA:
Charles Wilkins
Executive Vice President
605 N 8th St
Sheboygan, WI 53081

With a mandatory copy to:

Webster Bank, National Association
200 Elm Street
Stamford, CT 06902 Attn: General Counsel

To COUNTY:

Ricardo Samaniego
County Judge
El Paso County
500 E. San Antonio
El Paso, Texas 79901

With a copy to:

Chief HR Officer
Human Resources
El Paso County
500 E. Overland
El Paso, Texas 79901

3. **Payment Terms.** Employer's payments are due and payable as specified in the Agreement. Payments not made when due shall be subject to late charges of the lesser of: (a) one and one-half percent (1.5%) per month of the overdue amount or (b) the maximum amount permitted under applicable law.
4. **Budget Limitations.** This Agreement is conditional upon, subject to and contingent upon funding being available for the term in question and HSA shall have no cause of action against COUNTY in the event that COUNTY is unable to perform its obligation under this Agreement as a result of suspension, termination, withdrawal or failure of funding to COUNTY. In the event that COUNTY shall not obtain funding, this Agreement shall be terminated. However, COUNTY shall remain obligated to pay HSA for all services rendered prior to the effective date of notice of termination.
5. **Dispute Resolution.** Neither party agrees to binding arbitration.
6. **Signature Authority.** All signatories to this Agreement warrant their authority to execute this document.
7. **Governing Laws.** The laws of the State of Texas shall govern this Agreement, excluding any applicable conflict of law provisions, and to the extent they are not inconsistent with or preempted by ERISA, the Internal Revenue Code (the "Code"), the Affordable Care Act (the "ACA") or any other applicable federal law.

EMPLOYER AND BANK AND WEBSTER SERVICING EACH CONSENT TO WAIVING THEIR RIGHT TO A JURY TRIAL.

EMPLOYER UNDERSTANDS THAT THIS CONSENT MEANS THAT EMPLOYER MAY NOT BE ENTITLED TO A TRIAL BY JURY, IN CONNECTION WITH ANY LITIGATION RELATING TO THIS AGREEMENT.

8. **Indemnification.** Bank or Webster Servicing will indemnify, defend and hold harmless Employer, its directors, officers, employees and agents, from and against any damages, losses, liabilities, judgments and expenses arising out of third party claims, including but not limited to reasonable attorneys' fees, and court costs arising out of Bank's or Webster Servicing's breach of this Agreement breach of applicable laws, gross negligence, willful misconduct, criminal conduct, reckless acts or fraud.

To the extent permitted by the laws and constitution of the State of Texas, Employer will indemnify, defend and hold harmless Bank and Webster Servicing, its directors, officers, employees and agents, from and against any damages, losses, liabilities, judgments and expenses arising out of third party claims, including but not limited to reasonable attorneys' fees, and court costs arising out of Employer's breach of this Agreement, breach of applicable laws, gross negligence, willful misconduct, criminal conduct, reckless acts or fraud.

Further, to the extent permitted by the laws and constitution of the State of Texas, Employer agrees to defend, indemnify, and hold harmless Bank, its trustees, officers, employees, and agents from and against any and all claims arising out of or resulting from any unauthorized access into Bank's system through Employer or Platform Provider in the SSO process, as well as any and all claims arising out of or resulting from Platform Provider's or Employer's use of Data not as authorized as set forth herein, Platform Provider's or Employer's failure to obtain the required authorizations for Bank to share Data with Platform

8. **Taxes.** To the extent that the services to be provided are subject to any sales, use, excise, personal property or any other taxes and to the extent Employer is not legally exempt under applicable law from paying such taxes, payment of such taxes shall be the sole responsibility of Employer. Income tax due on income received by Bank and Webster Servicing from Employer pursuant to this Agreement shall be the responsibility of Bank and Webster Servicing. If Employer is required to pay any taxes based on this Section 9.11, Employer shall pay such taxes with no reduction or offset in the amounts payable to Bank or Webster Servicing hereunder.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands.

EL PASO COUNTY, TEXAS

Ricardo Samaniego
County Judge

Date: _____

HSA BANK, A DIVISION OF WEBSTER BANK, N.A.

Signature

Date: _____

Printed Name

Title

WEBSTER SERVICING LLC

Signature

Date: _____

Printed Name

Title