

RESOLUTION # 853

WHEREAS, City of Clinton organized under the laws of the State of Oklahoma (the "Customer") desires to obtain financial accommodations from JPMorgan Chase Bank, N.A. (the "Bank") pursuant to the use of a number of commercial card account numbers, the related accounts and cards bearing such account numbers (collectively, the "Cards"); and

WHEREAS, this Customer intends to authorize its employees and agents to use such Cards for and in connection with corporate business on behalf of this Customer; and

WHEREAS, the Bank will not issue such Cards unless the Customer agrees to obligate itself for the prompt payment of credit extended pursuant to the use of such Cards, including credit extended pursuant to the use of a credit card for either purchases or cash advance transactions, whether such use or indebtedness was authorized or unauthorized by the Customer.

NOW, THEREFORE, be it resolved that the Customer shall apply to the Bank for the issuance of Cards in the names of such employees and agents of the Customer as may be designated to the Bank;

BE IT FURTHER RESOLVED that the Mayor or City Manager of this Customer, any one of them acting singly, is hereby authorized, directed and empowered, in the name of the Customer, to execute a Commercial Card Agreement in the form approved by such individual and take such actions as are contemplated thereby and further confirm any such action which may have been taken prior to the date hereof;

BE IT FURTHER RESOLVED that the Bank is authorized to act upon these resolutions until written notice of their revocation is delivered to Bank.

The undersigned certifies that: I am an official of, and authorized to certify on behalf of, the above named organization, which is duly organized and existing under the laws of the State indicated, ("Organization"); the preceding is a complete, true and correct copy of certain resolutions of the Organization, which resolutions were duly adopted and are in conformity with the laws of the State where organized and the organizational documents ("Resolutions"); and the Resolutions have not been rescinded or modified and are in full force and effect on the date hereof. I further that the specimen signatures appearing below are the signatures of the individuals authorized to sign for this Customer by virtue of these resolutions.

Specimen Signature	Name (Print)	Title
_____	<u>Seth Adams</u>	<u>Mayor</u>
_____	<u>Mark Skiles</u>	<u>City Manager</u>

PASSED AND APPROVED by the City of Clinton City Council on this ___ day of _____, 2015.

BY: _____
Seth Adams
Mayor

ATTEST:

Lisa Anders
City Clerk

OKLAHOMA PURCHASING CARD AGREEMENT PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK.NA./CHASE BANK USA, N.A.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this _____ day of _____, 20__ ("Effective Date"), by and between the City of Clinton (the "Participant") and JPMorgan Chase Bank, N.A. or Chase Bank, N.A., as may be determined from time to time, (the "Bank") a national banking association.

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of September 15, 2010 (as amended, supplemented, restated or replaced from time to time, the "Commercial Card Agreement") between Independent School District Number 1 of Tulsa County (the "Client") and the Bank, the Bank has agreed to provide commercial card services to the Client (the "Program") on the terms and conditions of the Commercial Card Agreement, attached hereto and incorporated herein as Exhibit I; and

WHEREAS, the Participant desires to participate in the Program, subject to the terms and conditions of the Commercial Card Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the parties agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Commercial Card Agreement shall be used herein as so defined in the Commercial Card Agreement.
2. **Mutual Obligations.** By their execution of this Participation Agreement, the Participant and Bank hereby agree to be bound by all the terms and conditions of the Commercial Card Agreement attached hereto as Exhibit I. This Participation Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Commercial Card Agreement with respect to the original parties thereto. All references to "Client" in the Commercial Card Agreement shall be deemed to constitute references to the Participant hereunder.

Without limiting the generality of the foregoing, the Participant further agrees that it shall be responsible only for transactions and for fees, charges and other amounts due under the Commercial Card Agreement related to the use of Accounts of the Participant pursuant to the Commercial Card Agreement and that the Client shall not be liable for any such transactions and for any such fees, charges and other amounts.

3. **Term and Termination.** Notwithstanding the provisions of the Commercial Card Agreement, the term of this Participation Agreement shall have an initial term of four (4) years from the Effective Date unless otherwise earlier terminated as set forth herein or in the terms of the Commercial Card Agreement. Thereafter this Participation Agreement shall automatically renew for two (2) two-year terms upon the anniversary of the effective date unless earlier terminated as set forth herein or in the Commercial Card Agreement. In the event the Commercial Card Agreement terminates then this Participation Agreement shall terminate unless otherwise agreed to by the parties.
4. **Notices.** Notwithstanding the provisions of the Commercial Card Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing and shall be effective on the date on which such notice is actually received by the party to which addressed. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: JPMorgan Chase Bank, N.A.
10 South Dearborn, Floor 34
IL1-0032
Chicago, IL, 60603-2300
Attn: Contracts Manager

To the Participant City of Clinton
415 Gary Blvd
Clinton, OK 73601
Attn: Debra Blanchard

5. **Rebates.**
 - A. Except as otherwise provided herein, the Participant may earn an incentive pursuant to the terms and conditions of the Commercial Card Agreement. Settlement Terms for the Participant are 30 and 14.
 - B. **Single Use Incentive Adjustment for Smartdata Solution, if applicable.** Notwithstanding the provisions of the Commercial Card Agreement, the rebate payment for the Participant's Single Use Account program will be calculated as the incentive rate minus 0.30% times the Participant's annual Single Use Charge Volume if the Participant's annual Single Use Account Charge Volume is greater than \$2,000,000 and less than \$10,000,000. There will be no reduction in the

incentive rate if annual Single Use Charge Volume is \$10,000,000 or greater. No rebate will be paid on Single Use Account Charge Volume less than \$2,000,000.

6. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Oklahoma, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each party hereto may execute this Participation Agreement by signing any of such counterparts.

IN WITNESS WHEREOF, the parties have caused this Participation Agreement to be duly executed as of the date first written above.

BANK:

By: _____

Name: _____

Title _____

PARTICIPANT:

By: _____

Name: _____

Title: _____

Participant Attestation:

The undersigned, a duly authorized officer or representative of Participant, does hereby certify that Participant has been duly authorized to enter into and perform this Participation Agreement and that the person signing above on behalf of the Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of Participant possessing authority to execute this Participation Agreement.

By: _____

Name: _____

Title _____

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Participant.