

Introduced June 14, 2016, by Councilman
Borchert, seconded by Councilman
Newcomb, (by request of Administration)

RESOLUTION R16-17

A resolution authorizing the Mayor of the City of Slidell to execute a
Commercial Card Application and Agreement and appoint the City of Slidell Finance
Director as the primary card administrator.

WHEREAS, the City of Slidell is applying for a Commercial Credit Card
through JPMorgan Chase Bank; and

WHEREAS, the City of Slidell's Finance Director will be the primary card
administrator.

NOW THEREFORE BE IT RESOLVED by the Slidell City Council that it does
hereby authorize the Mayor of the City of Slidell to execute the Commercial Card
Application and Agreement and appoint the City of Slidell Finance Director as the primary
card administrator.

ADOPTED this 14th day of June, 2016.


Bill Borchert
President of the Council
Councilman, District G


Thomas P. Reeves
Council Administrator

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

**Commercial Card
Application & Agreement | JPMORGAN CHASE BANK, N.A.**

V2.3_03_02_16

Client	CITY OF SLIDELL	State of Incorporation LOUISIANA
Address Line 1	2045 SECOND ST	
Address Line 2	STE 214	
City	SLIDELL	
State	LOUISIANA	
Zip Code	70458	
Phone	985-646-4316	
Fax		
REBATES		
Please identify a Business Account to which rebates associated with Client's Commercial Card rebate program should be deposited. Deposits will be made via Wire Transfer only.		
Business Account at:	<i>(Enter the name of Client's financial institution)</i>	
ABA:	<i>(Enter ABA for Client's financial institution)</i>	
Business Account Number:	<i>(Enter Client's business account number)</i>	
Business Account Name:	<i>(Enter the name of Client's business account)</i>	
Please enter the Financial Institution and Business Account Name exactly as it appears on Client's account. <u>Black ink only.</u>		
*Requests to modify the account information set forth above must be provided to J.P. Morgan in writing and sent to the following address: CCS.Rebate@jpmchase.com . A form will be provided to Client upon receipt of Client's request to modify the business account information. Client will be instructed to complete the form and return it to J.P. Morgan at the address specified. Changes to the business account information will be effective when J.P. Morgan has a reasonable opportunity to act upon such request.		
SIGNATURE		
This Application must be signed by an owner, officer or partner of the Client with the authority to bind the Client to the terms and conditions of the following Commercial Card Agreement. I hereby certify that I am the duly authorized and acting officer, partner or owner of this Client with the authority to bind the Client to the obligations of the Commercial Card Agreement. I have read and agree to the terms of the Commercial Card Agreement. <u>Black ink only.</u>		
Signature of Authorized Officer	Date	
Name		
Title		
CLIENT ATTESTATION		
The undersigned, a duly authorized officer or representative of Client, does hereby certify that Client has been duly authorized to enter into and perform the Commercial Card Agreement and that the person signing above on behalf of Client, whose execution of this Commercial Card Agreement was witnessed by the undersigned, is an owner, officer, partner, or other representative of Client possessing authority to execute this Commercial Card Agreement.* <u>Black ink only.</u>		
Signature	Date	
Name		
Title		
*Note: The person signing the attestation shall be someone different from the person signing above on behalf of Client.		
ADDRESS FOR NOTICES		
Client	See above	
Bank	JPMorgan Chase Bank, N.A.	
	420 West Van Buren Street, Floor 09	
	IL1-0199	
	Chicago, IL, 60606-3534	
	Attn: Contracts Manager	

Commercial Card

Application & Agreement | JPMORGAN CHASE BANK, N.A.

V2.3_03_02_16

This Commercial Card Agreement (the "Agreement") sets forth the terms and conditions under which JPMorgan Chase Bank, N.A. ("Bank") shall provide commercial card services to Client who executes this Agreement and/or one or more of such Client's Affiliates. This Agreement is effective as of the date of the first signature above. By signing this Agreement Client hereby agrees to be bound by the terms and conditions referenced herein.

1. Definitions

Each capitalized term used in this Agreement shall have the following defined meanings set forth below or as otherwise set forth herein.

Account means each account established in the name of Client pursuant to the Agreement.

Affiliate means an entity controlling, controlled by, or under common control with, directly or indirectly, a party to this Agreement. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

Agreement means the Commercial Card Agreement in each case as amended, supplemented or replaced from time to time.

Applicable Law means for any country, all federal, state, provincial and local laws, statutes, regulations, rules, executive orders, supervisory requirements, licensing requirements, export requirements, directives, circulars, decrees, interpretive letters, guidance or other official releases of or by any government, any authority, department or agency thereof, or any regulatory or self-regulatory organization, that apply to a party's obligations under the Agreement.

Business Day means a day on which Bank is open for business.

Card means a Network-branded card that is issued to Cardholders by the Bank upon the request of the Client and approval by the Bank, and includes any plastic card bearing a card number and accounts with no associated plastic card, which includes Single-Use Accounts.

Cardholder means: (A) an individual in whose name a Card is issued, and (B) any person or entity authorized by Client or named Cardholder to use a Card.

Cardholder Agreement means documentation provided by Bank to Client or Cardholder governing use of a Card by such Cardholder.

Cardholder Credit Limit means the maximum spending limit established in relation to a Cardholder.

Corporate Liability means Client is solely liable for the Transactions, subject to the Agreement and any Cardholder Agreement.

Credit Limit means the maximum spending limit established for Client in connection with the Program.

Cycle means the monthly period ending on the same day each month or, if that day is not a Business Day, then the following Business Day or preceding Business Day, as systems may require, or such other period as Bank may specify.

Effective Date means the date indicated as such on the introductory paragraph.

Fraudulent Transactions means transactions made on a Card by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and for which neither Cardholder nor Client receives direct or indirect benefit.

Joint and Several Liability means Client and Cardholder are jointly and severally liable for the Transactions, subject to the Agreement, and the Cardholder Agreement.

MCC means merchant category code.

Network means MasterCard International, Inc.

Program means the commercial card system composed of Accounts, Card-use controls, reports to facilitate purchases of and payments for business goods and services, and related services, all as established in connection with the Agreement.

System means the system through which Client can access Account and Transaction data and reports.

Single-Use Account means a one-time virtual card number generated for a single transaction.

Transaction means a purchase, a cash advance, fees, charges or any other activity charged to an Account in respect of a Card.

2. Conditions Precedent

Prior to the commencement of the Program rendered by Bank pursuant to this Agreement, Client will provide the information listed on the Application, included with this Agreement, and additional documents as required by the Bank, and will certify to the accuracy of such information.

3. Obligations of Bank

- A. Subject to prior financial, risk management and compliance approvals by Bank, Bank shall: (i) establish Accounts in the name of Client; (ii) issue Cards to Cardholders designated by a person authorized to bind the Client to these terms and conditions (an "Authorized Person"); (iii) implement the Credit Limits specified by an Authorized Person from time to time and accepted by Bank; and (iv) deliver Cards and billing statements only to a U.S. address. Notwithstanding anything contained in this Agreement to the contrary, Bank shall not be obligated to extend credit to Client in violation of any limitation or prohibition imposed by Applicable Law or Bank policies and procedures.
- B. Notwithstanding the foregoing, Bank shall not be obligated to provide any Account to Client or any Client Affiliate or any Card to an employee or authorized representative of Client or any Client Affiliate or to process any transactions in violation of any limitation or prohibition imposed by Applicable Law, including, but not limited to, the regulations issued by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC").

4. Obligations of Client

In connection with the Program, Client shall:

- A. Notify each Cardholder at the earliest opportunity: (i) that Cards are to be used only for business purposes; (ii) of the Cardholder Credit Limit and any other applicable limit; (iii) of the extent, if any, to which Bank will provide Transaction and Account information to third parties at Client's request; and (iv) to collect and destroy any Cards which are no longer required.
- B. Client represents that the Cards to be issued under this Agreement are substitutes for an accepted credit card or will be issued in response only to a written request or application for such Card, by a prospective Cardholder, which Client has obtained in accordance with the requirements of Section 226.12(a) of Regulation Z of the Federal Truth in Lending Act. Client further represents that Client will retain the applications (paper or electronic) for any Card, when such application is not provided to Bank, for a period of two (2) years after the application has been received and acted upon.
- C. Client will immediately notify Bank by telephone of any lost, stolen, misappropriated, improperly used, or compromised Cards.
 - i. **Liability for Fraudulent Transactions Following Notification.** Notwithstanding anything to the contrary contained herein, Client shall not be liable for any Fraudulent Transactions occurring on a Card after the effective time of such notification to Bank of such Fraudulent Transaction.
 - ii. **Liability for Fraudulent Transactions Prior to Notification.** Subject to the terms and conditions contained in subsection (iii) below, Client shall not be liable for Fraudulent Transactions occurring on a Card prior to the effective time of such notification to Bank of such Fraudulent Transactions.
 - iii. Bank reserves the right, in its sole and absolute discretion, to hold Client liable for Fraudulent Transactions should Bank determine that subsequent to implementation of Client's Program and at the time that the Fraudulent Transaction occurred, Client failed to operate Client's Program in accordance with Bank's fraud reduction requirements as set forth below:
 - a. Client must block high risk MCC's identified by Bank and presented to Client;
 - b. Client must maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
 - c. Client must comply with all other requirements as Bank may reasonably require from time to time.

If Client fails to comply with Client's obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (i) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (ii) deduct the amount of such Fraudulent Transaction from Client's rebate.

- D. Notify Bank of any Transaction that Client disputes as soon as practicable after the last day of the Cycle during which such Transaction is charged to Client and, in any event, within sixty (60) days of such day. Client shall use commercially reasonable efforts to assist in obtaining reimbursement from a merchant. Client or, subject to any Cardholder Agreement and in the case of Cards under any Joint and Several Liability Accounts, the Cardholder, shall not be relieved of liability for any disputed Transaction if the charge-back is rejected in accordance with the applicable Network's charge-back policy. Bank shall not be liable to Client where notice is received after such sixty (60) day period. Client shall not make a claim against Bank or refuse to pay any amount because Client or the person using the Card may have a dispute with any merchant.
- E. Unless previously provided to Bank, obtain and provide to Bank such information as Bank may reasonably request for the purposes of investigating the identity of an actual or prospective Cardholder or Client, evidencing authority for Card issuance requests, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by Client to Bank shall be, to the best of Client's knowledge, information and belief, accurate and complete in all material respects.
- F. Make payments for all Transactions posted to Accounts no later than the payment date (the "Payment Date"), as specified in the periodic statement. In the event that Client makes payments other than as contemplated by the periodic statement, Bank may require, and Client shall provide, such documentation as reasonably required by Bank to reconcile such payments to the amounts stated as due in the periodic statement by the Payment Date. Any amount due which is not received by the Payment Date shall be subject to the late fees and delinquency fees as set forth in the fees schedule of Exhibit A attached hereto. If collection is initiated by Bank, Client shall be liable for payment of Bank's reasonable attorneys' fees and other costs and expenses of collection.
- G. In the case of any Joint and Several Liability Account, Client shall pay Bank within ten (10) days of written notice, for any Transactions not paid by a Cardholder within one hundred and twenty (120) days of the first billing in respect of the relevant Transaction.
- H. Unless otherwise provided to Bank, provide Bank with such financial statements and other related information requested by Bank in form and in such detail as Bank may reasonably request, from time to time.
- I. Client represents and warrants that it will use commercially reasonable efforts to ensure that such applicants to whom it requests Bank issue Cards and whom Client authorizes to use the Cards/Accounts are not identified on a prohibited government sanctions list, are not located or resident in a sanctioned country, or otherwise subject to a sanctions program applicable to Client.
- J. Adhere to, and hereby acknowledges the existence of, all license agreements, security procedures, and terms and conditions regarding the System.

5. Credit Limits and Certain Bank Rights

- A. Bank may establish a Credit Limit and Cardholder Credit Limit and may establish other limits from time-to-time. Client will not exceed the Credit Limit; provided however, that if Client exceeds the Credit Limit, Client shall pay all amounts exceeding the Credit Limits.
- B. Bank may at any time: (i) increase or decrease any Credit Limit or the Cardholder Credit Limit or any other limit in connection with any Card or any Account or the Program; (ii) refuse to authorize Transactions; (iii) vary the payment terms, or require the provision of security or additional security; (iv) suspend or terminate any Card or any Account; (v) decline to open any Account or issue any Card; or (vi) require MCC authorization restrictions in connection with a Program.

6. **Notices.** All notices required or permitted to be given under this Agreement shall be addressed as set forth above or as otherwise agreed in writing by the parties from time to time, and shall be effective upon receipt.

7. **Representations and Warranties.** Client represents and warrants that this Agreement constitutes a legal, valid, and binding obligation, enforceable against Client, in accordance with its terms, and that execution and performance of this Agreement: (i) does not breach any agreement with any third party; (ii) does not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it; (iii) is within Client's organizational powers; and (iv) has been authorized by all necessary organizational action.

8. **Fees.** Client agrees to pay the fees and charges incurred by Client as specified by Bank, from time to time, on a periodic invoice. The fees initially applicable are specified in Exhibit A attached hereto. Bank may change the fees and charges payable by Client at any time, provided Bank notifies Client at least thirty (30) days prior to the effective date of the change.

9. **Termination.** This Agreement may be terminated by either party at any time for any reason. In the event this Agreement is terminated, Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. Sections 4.B, 4.E, 4.F, 4.G, 4.I, 7, 8, 9, 10, 11, 12.D, 12.F, 12.G, 12.H, 12.K, 12.L, 12.M, and 12.N shall survive the termination of this Agreement.

10. Limitation of Liability. Bank will be liable only for direct damages if Bank fail to exercise ordinary care. Bank shall be deemed to have exercised ordinary care if Bank's action or failure to act is in conformity with general banking usages or is otherwise a commercially reasonable practice of the banking industry. Bank shall not be liable for any special, indirect, or consequential damages, even if Bank has been advised of the possibility of these damages. Client will indemnify Bank for all claims, costs, demands, expenses, liabilities, and losses, including reasonable legal fees and expenses, arising from any claim of a third party relating to any action taken or not taken by Bank pursuant to this Agreement, unless the action or non-action constitutes the lack of ordinary care or willful misconduct by Bank.

11. Confidentiality. Except as expressly provided in the Agreement, all information furnished by either party in connection with the Agreement shall be kept confidential. The foregoing obligation shall not apply to information that: (A) is already lawfully known when received without an obligation of confidentiality other than under this Agreement; (B) is or becomes lawfully obtainable from other sources; (C) is in the public domain when received or thereafter enters the public domain through no breach of this Section; (D) is required to be disclosed to, or in any document filed with, the U.S. Securities and Exchange Commission (or any analogous body or any registrar of companies or other organizations in any relevant jurisdiction), banking regulator, or any other governmental agencies; (E) is required by law to be disclosed and notice of such disclosure is given (when legally permissible) by the disclosing party; or (F) may be disclosed as provided in the Cardholder Agreement or other Cardholder-related documentation. Notice under (E), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Bank may exchange (and the Client insofar as necessary hereby consents to such exchange) Client and (to the extent authorized) Cardholder confidential information with Affiliates. Bank may also disclose confidential information to service providers in connection with Bank's provision of Program services; provided that the service providers comply with the terms of this **Section 11**. Bank may exchange information concerning the Client or Cardholders with merchants and, in the case of Cardholder information, with the Client.

12. Miscellaneous

- A. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this Agreement. The failure of either party hereto to enforce any right or pursue any remedy hereunder shall not be construed to be a waiver thereof.
- B. In the regular course of business, Bank may monitor, record, and retain telephone conversations made or initiated to or by Bank from or to Client or Cardholders.
- C. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Client and Bank and their respective successors and assigns. This Agreement, or any of the rights or obligations hereunder, may not be assigned by Client without the prior written consent of Bank.
- D. This Agreement embodies the entire agreement and understanding between Client and Bank and supersedes all prior agreements and understandings between Client and Bank relating to the subject matter thereof.
- E. This Agreement may be signed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same document. Facsimile signatures shall have the same force and effect as the original.
- F. If applicable, to the extent that Client would have been able to claim sovereign immunity in any action, claim, suit, or proceeding brought by Bank, Client irrevocably waives and agrees not to claim such immunity.
- G. Neither Bank nor Client shall be liable for any loss or damage to the other for its failure to perform or delay in the performance of its obligations under this Agreement, if such non-performance or delay is caused directly or indirectly by an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent, or unavailability of a payment system, or other natural disaster or any cause beyond its reasonable control.
- H. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING OUT OF, BY REASON OF, OR RELATING TO THIS AGREEMENT, THE INTERPRETATION THEREOF OR TO ANY TRANSACTIONS HEREUNDER. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY THE PARTIES. Louisiana
- I. Client acknowledges that Bank prohibits the use of Cards under any Accounts to conduct transactions (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used here, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb).

- J. International Transactions include any transaction made in a foreign currency or that is made outside the United States of America even if it made in U.S. dollars. If an international transaction is made in a currency other than U.S. dollars, the Network will convert the transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate the Network uses to convert currency is a rate that it selects either from the range of rates available in the wholesale currency markets for the applicable processing date (which rate may vary from the rate the respective entity itself receives), or the government-mandated rate in effect on the applicable processing date. The rate in effect on the applicable processing date may differ from the rate on the date when the international transaction occurred or when the Account was used. Bank reserves the right to charge an international transaction fee, as specified in Exhibit A. Bank may charge a commission on the relevant currency amount at the rate provided to it by the Network as set forth in the fee schedules attached hereto. The international transaction fee will be calculated on the U.S. dollar amount provided to Bank by the Network. The same process and charges may apply if any international transaction is reversed.
- K. Bank may at any time offset any obligation of Client to Bank under this Agreement or otherwise against any obligation Bank owes to Client.
- L. This Agreement and Cards are non-transferable, non-assignable, and shall remain the property of Bank.
- M. *USA PATRIOT Act Disclosure.* Section 326 of the USA PATRIOT Act mandates that Bank obtain, verify and record information that identifies each business or person that opens a new account. By signing this Agreement Client agrees to provide and consent to us obtaining, if necessary from third parties, any and all information reasonably necessary to verify Client's identity.
- N. This Agreement may be amended or waived only by notice to Client, in writing from Bank.

EXHIBIT A to the Commercial Card Application & Agreement INCENTIVES & FEES

1. **DEFINITIONS.** Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

"Contract Year" means a 12-month period beginning on the effective date of the Agreement or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any Card that Bank has written off as uncollectible excluding amounts due in respect of Fraudulent Transactions.

"Gross Rebate" means rebate amount prior to reduction by Credit Losses and/or Excess Redemption Expenses.

"Large Ticket Transaction" means a Transaction that the Networks have determined qualifies as a large ticket transaction.

"Settlement Terms" means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

"U.S. Large Ticket Transaction Volume" means total Large Ticket Transactions made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Network rules.

"U.S. Net Charge Volume" means total charges made on any and all U.S. dollar issued Cards or Accounts, net of returns, cash advances, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Network rules. U.S. Net Charge Volume does not include U.S. Large Ticket Transaction Volume.

"U.S. Total Charge Volume" means the sum of U.S. Net Charge Volume and U.S. Large Ticket Transaction Volume.

2. REBATES

A. Volume Rebate

Bank will pay Client a rebate based on the annual U.S. Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual U.S. Net Charge Volume, subject to the rebate adjustments below.

Annual U.S. Total Charge Volume	Rebate Rate (%)
less than \$500,000	0.15%*
\$500,000	0.25%
\$1,000,000	0.70%
\$2,000,000	0.80%
\$3,000,000	0.85%
\$4,000,000	0.90%
\$5,000,000	0.95%
\$6,000,000	0.97%
\$7,000,000	0.99%
\$8,000,000	1.01%
\$9,000,000	1.03%
\$10,000,000	1.05%
\$15,000,000	1.07%
\$20,000,000	1.09%
\$25,000,000	1.11%
\$30,000,000+	1.13%

* Minimum Gross Rebate payable shall be \$50, provided, however, if Client does not qualify for a rebate as set forth herein under the General Rebate Terms, the Client will not receive the minimum Gross Rebate payment.

B. Large Ticket Rebate

Bank will pay Client a rebate based on annual U.S. Large Ticket Transaction Volume. The rebate will be calculated as 0.30% ("Large Ticket Rebate Rate") multiplied by the annual U.S. Large Ticket Transaction Volume, subject to the rebate adjustments below.

3. REBATE ADJUSTMENTS

A. Interchange Rate Adjustment

In the event of a reduction in interchange rates by the Network, Bank reserves the right to adjust the rebate rates and fees accordingly.

4. GENERAL REBATE TERMS

A. Annual Rebates

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the 90 day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions, and Bank's authentication of such instructions, prior to the end of the Rebate Calculation Period.
 - ii. Rebate amounts are subject to reduction by all Credit Losses and/or Excess Redemption Expenses. If Credit Losses and/or Excess Redemption Expenses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one Program, Bank reserves the right to offset any Credit Losses from one Program against any rebate earned under any other Program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.
- B. To qualify for any rebate payment, all of the following conditions must be met.**
- i. Client is not in default under the Agreement at the time of rebate calculation and payment.
 - ii. Account(s) must be current at the time of rebate calculation and payment.
 - iii. Settlement of any centrally billed account(s) must be by automatic debit.
 - iv. Payment must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to Past Due Fees as specified in the Fees Section. Settlement Terms are 30 & 25.

5. FEES - U.S.

The following are the fees associated with the U.S. One Card program:

STANDARD SERVICES AND FEES

Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter Individual Bill: 1% of full amount past due assessed 28 days after end of the Cycle in which payment first became due and each Cycle thereafter
International transaction	1.5% of the US Dollar amount charged
Rush card	\$25 per card if processed through J.P. Morgan. If processed through the Credit Card Network, the Organization shall pay any fees charged by the Credit Card Network.
Standard card	\$0.00

ADDITIONAL SERVICES AND FEES

Cash advances	2.5% of amount advanced (\$2.50 minimum with no maximum)
Convenience check	2% of check amount (\$1.50 minimum with no maximum)
Executive card	\$75 annual fee per card
Corporate card rewards	\$75 annual fee per card. A rewards program annual fee of \$75 will be assessed to each Cardholder's travel card account. The annual fee will be divided as follows: \$35 dollars will cover J.P. Morgan's administrative costs and the remaining \$40 will be put into the Organization's redemption pool. J.P. Morgan may at any time change the amount of the annual fee and/or the allocation of this amount without notice. If the rewards program redemption expenses incurred each calendar year (regardless of when points are earned) exceed the amount of funds available in the redemption pool (the "excess redemption expenses"), the excess redemption expenses will be deducted from any rebate. If the rebate earned is not sufficient to cover the excess redemption expenses, J.P. Morgan will invoice the Organization for the excess redemption expenses. The Organization shall pay such invoice within 14 days of receipt.

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

Global Commercial Card Client Authorization Designation Form

This JPMorgan Commercial Card Client Authorization Designation Form (this "**Designation Form**") is required to establish Program Administrator(s), Information Only User(s), and/or Technical Contact(s) for a Client's Commercial Card program. Capitalized terms not otherwise defined in this Designation Form shall have the same defined meanings as set forth in Client's Master Commercial Card Terms Agreement (or other similar agreements) executed by Client and JPMorgan Chase Bank N.A. or Chase Bank USA, N.A., ("**Bank**").

Bank is authorized to rely upon this Designation Form until written notice of a change to this Designation Form or its revocation is received by Bank, and Bank has a reasonable opportunity to act after its actual receipt of such notice.

- An **Authorization Level** must be selected for each designated individual.
 - A **Program Administrator** is an individual designated by the Client with maintenance authority over the program, which shall include but not be limited to, address changes, card requests, new applications, credit line change requests, etc. In addition, the Program Administrator has the ability to request file resends and inquire on the following items: file name and delivery information, incoming files, system outages and system issues.
 - An **Information Only Contact** can only request transactional and company-level data. They cannot request cardholders' personal information such as security identifiers and they cannot add, modify or delete cardholder or company-level data.
 - A **Technical Contact** has the same access as the Information Only Contact. In addition, the Technical Contact has the ability to request file resends and inquire on the following items: file name and delivery information, incoming files, system outages and system issues.

INSTRUCTIONS: Complete all applicable sections. Sections 1 and 4 are required. If additional Program Administrators are needed, please provide additional copies of this form with all sections completed.

- Section 1 - Client Information section:
Please complete the Organization/Company Name
- Section 2 – Program Administrator (Primary Contact Information):
Only one primary contact (Program Administrator) can be listed for each company number
Enter the following information for the designated individual in your organization:
 - a) Contact Information
 - b) List all applicable company numbers
 - c) Authorization Level is only Program Administrator which has been pre-selected
 - d) Request Type is only Add or Delete which have been pre-selected

NOTE: If deleting a Primary Program Administrator, a new Primary Program Administrator would need to be added.

- Section 3 – Additional Contacts (Additional Program Administrators, Information Only or Technical Contacts):
Complete to add, change or delete additional contacts
- Section 4 – Client Authorization and Client Attestation:
Complete and obtain the signatures from the appropriate contacts at your company. Both the Client Authorization and Client Attestation must be completed.

SECTION 1 - CLIENT INFORMATION (*REQUIRED FIELDS)

Organization/Company* Name ("Client")*	City of Slidell
---	-----------------

Use **Section 2** to Add and Delete a **Primary Program Administrator** only. It is not necessary to complete this section if no changes are being made to the Primary Program Administrator.

NOTE: Section 4 (signatures) is required when adding or deleting a Program Administrator

TO ADD A NEW PRIMARY PROGRAM ADMINISTRATOR (ONE PERSON) (Note: If a new Primary Program Administrator is being designated, please also complete the "Delete" section below. Unless directed to delete the previous Primary Program Administrator, he/she will remain active on the designated company(s) as an Additional Program Administrator.)

SECTION 2 – PROGRAM ADMINISTRATOR (*REQUIRED FIELDS)

PRIMARY PROGRAM ADMINISTRATOR (*REQUIRED FIELDS) MAIN POINT OF CONTACT FOR E-MAILS AND PHONE CALLS	
Name*	Sharon Howes
Business Address*	2045 Second St
Address Line 2*	Suite 214
City, State Zip*	Slidell LA 70548
Business Phone*	985-646-4316
Business Email*	showes@cityofslidell.org
Request Type*	ADD PRIMARY Program Administrator
List all applicable company numbers*	
Authorization Level*	Program Administrator
Bank Use Only	

TO DELETE THE CURRENT PRIMARY PROGRAM ADMINISTRATOR (Note: A new Primary Program Administrator must be designated above)

PRIMARY PROGRAM ADMINISTRATOR (*REQUIRED FIELDS) MAIN POINT OF CONTACT FOR E-MAILS AND PHONE CALLS	
Name*	
Request Type*	DELETE PRIMARY Program Administrator
List all applicable company numbers *	
Bank Use Only	

See Required Signature Page

Use **Section 3** to add, change or delete additional Program Administrators, Information Only or Technical Contacts.

It is not necessary to complete this section if no changes are being made to additional contacts.

NOTE: Section 4 (signatures) is required when adding, changing or deleting additional contacts

SECTION 3 – ADDITIONAL CONTACT (*REQUIRED FIELDS)	
ADDITIONAL CONTACT INFORMATION (*REQUIRED FIELDS)	
Name*	
Business Address*	2045 Second St
Address Line 2*	Suite 214
City, State Zip*	Slidell LA 70548
Business Phone*	
Business Email*	
Request Type*	Check one: <input checked="" type="checkbox"/> ADD <input type="checkbox"/> CHANGE <input type="checkbox"/> DELETE
List all applicable company numbers*	
Authorization Level*	Check one: <input checked="" type="checkbox"/> Program Administrator <input type="checkbox"/> Information Only <input type="checkbox"/> Technical Contact
Bank Use Only	

ADDITIONAL CONTACT INFORMATION (*REQUIRED FIELDS)	
Name*	
Business Address*	
Address Line 2*	
City, State Zip*	
Business Phone*	
Business Email*	
Request Type*	Check one: <input type="checkbox"/> ADD <input type="checkbox"/> CHANGE <input type="checkbox"/> DELETE
List all applicable company numbers*	
Authorization Level*	Check one: <input type="checkbox"/> Program Administrator <input type="checkbox"/> Information Only <input type="checkbox"/> Technical Contact
Bank Use Only	

ADDITIONAL CONTACT INFORMATION (*REQUIRED FIELDS)	
Name*	
Business Address*	
Address Line 2*	
City, State Zip*	
Business Phone*	
Business Email*	
Request Type*	Check one: <input type="checkbox"/> ADD <input type="checkbox"/> CHANGE <input type="checkbox"/> DELETE
List all applicable company numbers*	
Authorization Level*	Check one: <input type="checkbox"/> Program Administrator <input type="checkbox"/> Information Only <input type="checkbox"/> Technical Contact
Bank Use Only	

See Required Signature Page

ADDITIONAL CONTACT INFORMATION (*REQUIRED FIELDS)	
Name*	
Business Address*	
Address Line 2*	
City, State Zip*	
Business Phone*	
Business Email*	
Request Type*	Check one: <input type="checkbox"/> ADD <input type="checkbox"/> CHANGE <input type="checkbox"/> DELETE
List all applicable company numbers*	
Authorization Level*	Check one: <input type="checkbox"/> Program Administrator <input type="checkbox"/> Information Only <input type="checkbox"/> Technical Contact
Bank Use Only	

ADDITIONAL CONTACT INFORMATION (*REQUIRED FIELDS)	
Name*	
Business Address*	
Address Line 2*	
City, State Zip*	
Business Phone*	
Business Email*	
Request Type*	Check one: <input type="checkbox"/> ADD <input type="checkbox"/> CHANGE <input type="checkbox"/> DELETE
List all applicable company numbers*	
Authorization Level*	Check one: <input type="checkbox"/> Program Administrator <input type="checkbox"/> Information Only <input type="checkbox"/> Technical Contact
Bank Use Only	

ADDITIONAL CONTACT INFORMATION (*REQUIRED FIELDS)	
Name*	
Business Address*	
Address Line 2*	
City, State Zip*	
Business Phone*	
Business Email*	
Request Type*	Check one: <input type="checkbox"/> ADD <input type="checkbox"/> CHANGE <input type="checkbox"/> DELETE
List all applicable company numbers*	
Authorization Level*	Check one: <input type="checkbox"/> Program Administrator <input type="checkbox"/> Information Only <input type="checkbox"/> Technical Contact
Bank Use Only	

See Required Signature Page

SECTION 4 - CLIENT AUTHORIZATION* PART 1 OF 2 (*REQUIRED FIELDS)

CLIENT AUTHORIZATION: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind the Client and to enter into and to perform this Client Authorization Designation Form. I certify to Bank that the above-listed individuals are hereby authorized, directed and empowered, in the name of the Client, to perform the responsibilities designated above, that the governing body of the Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform this Client Authorization Designation Form, and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Client's organizational or constituent documents, (b) have been entered into the minute books or company records of the Client, and (c) are now in full force and effect. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above. The legal name of any member, managing member or general partner whose signature appears below must sign in its representative capacity of Client and not as an individual person. **CLIENT AUTHORIZATION SIGNATURE BELOW IS REQUIRED. COMPLETE ALL FIELDS.**

NOTE: THE PERSON SIGNING THE AUTHORIZATION SHALL BE SOMEONE DIFFERENT FROM THE PERSON SIGNING THE ATTESTATION ON BEHALF OF THE CLIENT.

Signature*	Date*
Printed Name*	Title*

SECTION 4 - CLIENT ATTESTATION* PART 2 OF 2 (*REQUIRED FIELDS)

CLIENT ATTESTATION: The undersigned, officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client, hereby certifies that the person signing above on behalf of the Client has been duly authorized to bind the Client and to enter into and perform this Client Authorization Designation Form and that the person signing above on behalf of the Client, whose execution of this Client Authorization Designation Form was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Client possessing authority to execute this Client Authorization Designation Form. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above. **CLIENT ATTESTATION SIGNATURE BELOW IS REQUIRED. COMPLETE ALL FIELDS.**

NOTE: THE PERSON SIGNING THE ATTESTATION SHALL BE SOMEONE DIFFERENT FROM THE PERSON SIGNING THE AUTHORIZATION ON BEHALF OF THE CLIENT.

Signature*	Date*
Printed Name*	Title*