



Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Fwd: [EXTERNAL]Re: Burnet Co. - Commercial Card next steps

1 message

Karin Smith <ksmith@burnetcountytexas.org>

Mon, Aug 12, 2024 at 8:56 PM

To: Cindy Dalrymple <cdalrymple@burnetcountytexas.org>

Cc: Stephanie McCormick <smccormick@burnetcountytexas.org>

Can you please put this on the next agenda?

Thank you,

Karin

Begin forwarded message:

From: "Gilliam, Cary" <cary.gilliam@jpmorgan.com>

Date: August 12, 2024 at 8:15:38 PM CDT

To: Karin Smith <ksmith@burnetcountytexas.org>

Cc: "Jefferson, Cedric" <cedric.jefferson@jpmchase.com>, "Castle, Grace M" <grace.m.castle@jpmorgan.com>

Subject: RE: [EXTERNAL]Re: Burnet Co. - Commercial Card next steps

Hi Karin,

Thank you for visiting with me today. As requested, attached is the form of participation agreement that Burnet County will sign to join the One Card consortium with the City of Fort Worth as the lead. Should you have any questions, or need further information, please don't hesitate to contact me.

cg

Cary Gilliam

He/him/his

Relationship Manager

cary.gilliam@jpmorgan.com

(512) 294-3314 – Cell

For Customer Service:

The Platinum Business Service Center 877-425-8100 (Monday – Friday 7:00AM to 7:00PM CT) | **Opt 1** - Senior Service Specialist | **Opt 2** - Automated Service | **Opt 3** - Online Technical Support

JP Morgan Access Users 866-872-3321

Commercial One Card Program Coordinator 800-207-5359 ccs-program-coordinators@jpmchase.com

PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK.NA.

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

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of August 31, 2007 (the "Commercial Card Agreement") between City of Fort Worth (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 as may be amended from time to time 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. **Incentives.** For purposes of calculating rebates, Combined Charge Volume for each Participant will begin to accrue on the first day of the month following the date the Participation Agreement is executed.
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 S. Dearborn, Floor 06
Mail Code: IL1-0286
Chicago, IL 60603-2300
Attn: Commercial Card Legal

To the Participant:

Attn: _____

5. **Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas, 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 _____