

# OKLAHOMA PURCHASING CARD AGREEMENT

## PARTICIPATION AGREEMENT | JPMORGAN CHASE BANK, N.A. / CHASE BANK USA, N.A.

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective as of MAY 6, 2025 (the "Effective Date"), by and between CITY OF OKLAHOMA CITY (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

- A. Notwithstanding the provisions of the Commercial Card Agreement, this Participation Agreement shall have an initial term of one year from the Effective Date unless otherwise earlier terminated as set forth herein or in the terms of the Commercial Card Agreement. Thereafter, the Participant shall have the option to renew this Participation Agreement annually for six (6) years thereafter 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.
- B. Notwithstanding the provisions of the Commercial Card Agreement, funding will be available only as appropriated on a fiscal year-to-fiscal year basis by properly constituted legal authority. In the event that the Participant determines that sufficient funds have not been appropriated to make the payments required under the terms of the Participation Agreement, the Participation Agreement shall terminate upon notice to the Bank by the Participant.

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 6  
Mail Code: IL1-0286  
Chicago, IL 60603  
Attn: Commercial Card Legal

To the Participant: CITY OF OKLAHOMA CITY  
100 N WALKER SUITE 200  
OKLAHOMA CITY, OK 73102-2230  
Attn: Tammi Frederick

5. **Rebates.** 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 & 14 for the U.S. Purchasing Card and U.S. Single-Use Account Programs. Settlement Terms for the Participant are 30 & 25 for the U.S. Travel Card Program.

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.

**JPMORGAN CHASE BANK, N.A.**

By: Keith Rudnick  
Name: Keith Rudnick  
Title: Authorized Officer

**Participant Authorization:** The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Participant, authorized to bind Participant to enter into and to perform its obligations under this Participation Agreement. The undersigned certifies to Bank that the governing body of Participant has adopted resolutions or other appropriate and binding measures authorizing Participant to enter into and perform its obligations under this Participation Agreement and that those resolutions or other appropriate and binding measures were: (a) adopted in accordance with, as applicable, all requirements of law and Participant's organizational or constituent documents, (b) have been entered into the minute books or company records of Participant, and (c) are now in full force and effect. Participant shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

**PARTICIPANT**

By: See attached signature page  
Name: David Holt  
Title: Mayor

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

**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: See attached signature page  
Name: Amy Simpson  
Title: City Clerk

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

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## Exhibit I

["Commercial Card Agreement"]

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## FIFTH AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

THIS FIFTH AMENDMENT (the "Amendment") to Oklahoma Purchasing Card Agreement (as amended, supplemented, restated, or replaced from time to time, the "Agreement") dated as of September 15, 2010, between JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") and Independent School District Number 1 of Tulsa County ("Client") is made as of November 17, 2022 (the "Execution Date") and is effective as of July 1, 2022 (the "Effective Date").

In consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, Bank and Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Acknowledgment.** The Parties hereto acknowledge and agree that the term of the Agreement shall be renewed for five (5) years from the Effective Date of this Amendment. Thereafter, the Agreement shall be renewed automatically for successive one (1) year terms unless either Party terminates in accordance with the terms of the Agreement.
3. **Amendment.** The following is hereby added as a new Section 7.F of the Agreement:
  - F. **Receipt Image Services.** For purposes of this section, "Receipt Image Services" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "Receipt Image(s)" means an image of a receipt produced by a Transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order to make Receipt Images available through the System, Client shall first attach to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable Transaction. Receipt Images will be made available online through the System for a maximum of thirty-six (36) months ("System Image Accessibility Period"). The System Image Accessibility Period includes the month of the Transaction Date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.
4. **Amendment.** A new Section 17.O is hereby added to the Agreement as follows:
  - O. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.
5. **Amendment.** The notice Section of the Agreement is hereby amended as follows:

All notices and other communications required or permitted to be given under this Master Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Client by ordinary mail, electronic transmission, through Internet sites, or by such other means as the Client and the Bank may agree upon from time to time, at the address of the Client provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Client's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Client and the Bank agree upon from time to time.
6. **Exhibit B-1.** Exhibit B-1 to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit B-1 in the form attached hereto as Exhibit B-1.
7. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
8. **Counterparts.** This Amendment 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 Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Execution Date.

**JPMORGANCHASE BANK, N.A.**

By Laura L. Green  
8718EC0AD000442...  
 Name Laura L. Green  
 Title Vice President

**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 Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment 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 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.

**INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA COUNTY**

By [Signature] **APPROVED AS TO FORM**  
 Name Barney Worley [Signature]  
 Title Board of Education President **TPS Staff Attorney**

**Note:** The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

**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 individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment 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 Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By Rachael Vejraska **APPROVED AS TO FORM**  
 Name Rachael Vejraska [Signature]  
 Title Director Materials Management **TPS Staff Attorney**

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

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## EXHIBIT B-1 FEES & INCENTIVES

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

"Average File Turn" has the meaning given to it in Section 3.A.I.

"Combined Net Charge Volume" means the sum of U.S. Net Charge Volume and U.S. Net Virtual Card Charge Volume.

"Combined Total Charge Volume" means the sum of U.S. Total Charge Volume and U.S. Total Virtual Card Charge Volume.

"Contract Year" means a 12-month period beginning on the Effective Date of this Amendment or any anniversary of such date.

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

"Discount Interchange Rate Transactions" means Transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or a Supplier Fee below 2.00%. Those Transactions include but are not limited to Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to Interchange rates or Supplier Fees below 2.00% for certain transactions.

"Discount Interchange Rate Transaction Volume" means total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience check amounts and Fraudulent Transactions. Discount Interchange Rate Transaction Volume is comprised of two categories based on either the interchange rate or Supplier Fee of each transaction as follows:

- "Discount Interchange Transaction Volume Category 1" covers all Discount Interchange Rate Transaction Volume with interchange rate or Supplier Fee at or above 1.00% (interchange rate or Supplier Fee from 1.00% - 1.99%).
- "Discount Interchange Transaction Volume Category 2" covers all Discount Interchange Rate Transaction Volume with interchange rate or Supplier Fee below 1.00% (interchange rate or Supplier Fee from 0.00% - 0.99%).

"Fraudulent Transactions" means Transactions made on a Card or Account by a person, other than Participant or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Participant receives no direct or indirect benefit.

"J.P. Morgan Virtual Connect Network" means Bank's proprietary payments technology platform to which merchants may register to receive payment from Participant in connection with Participant's Program(s).

"Participant" means a government, non-for-profit or private university entity located in the State of Oklahoma that is accepted and approved by Bank to participate in the Oklahoma Payment Card Consortium and, solely for purposes of this Exhibit B-1, the Client.

"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.

"Supplier Fee" or "Merchant Transaction Fee Rate" means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Participant for Transactions made through the J.P. Morgan Virtual Connect Network.

"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, convenience check amounts and Fraudulent Transactions. U.S. Net Charge Volume does not include any Discount Interchange Rate Transaction Volume or U.S. Net Virtual Card Charge Volume.

"U.S. Net Virtual Card Charge Volume" means total charges made on any and all U.S. dollar issued Virtual Card Accounts, net of returns, cash advances and Fraudulent Transactions. U.S. Net Virtual Card Charge Volume does not include any Discount Interchange Rate Transaction Volume.

"U.S. Total Charge Volume" means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Corporate Card, U.S. Purchasing Card, and U.S. One Card Program(s).

"U.S. Total Virtual Card Charge Volume" means the sum of U.S. Net Virtual Card Charge Volume and Discount Interchange Rate Transaction Volume associated with the U.S. Virtual Card Account Program(s).

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## 2. REBATES

A. Volume Rebate

Bank will pay each Participant a rebate based on the annual Combined Total Charge Volume of all Participants and the Individual Participant's Combined 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 Individual Participant's Combined Net Charge Volume, subject to the rebate adjustments below.

OKLAHOMA PAYMENT CARD CONSORTIUM							
Combined U.S. Purchasing Card, U.S. Corporate Card, U.S. One Card and U.S. Virtual Card Programs*							
Annual Combined Total Charge Volume of All Participants:	Individual Participant's Annual Combined Total Charge Volume						
	\$250,000	\$1,000,000	\$2,500,000	\$5,000,000	\$10,000,000	\$15,000,000	\$20,000,000
\$1	1.06%	1.70%	1.80%	1.85%	1.90%	1.95%	1.98%
\$75,000,000	1.11%	1.85%	1.95%	2.00%	2.05%	2.10%	2.13%
\$100,000,000	1.14%	1.88%	1.98%	2.03%	2.08%	2.13%	2.16%
\$125,000,000	1.15%	1.89%	1.99%	2.04%	2.09%	2.14%	2.17%
\$150,000,000	1.16%	1.90%	2.00%	2.05%	2.10%	2.15%	2.18%
\$200,000,000	1.17%	1.91%	2.01%	2.06%	2.11%	2.16%	2.19%
\$250,000,000	1.18%	1.92%	2.02%	2.07%	2.12%	2.17%	2.20%
\$300,000,000	1.19%	1.93%	2.03%	2.08%	2.13%	2.18%	2.21%

\*The above rebate grid is based on 29 Average File Turn Days

B. Discount Interchange Rate Transaction Rebate

Should an Individual Participant achieve the minimum annual Combined Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay the Participant a rebate based on the Individual Participant's annual Discount Interchange Rate Transaction Volume associated with each Program. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the Individual Participant's annual Discount Interchange Rate Transaction Volume for each respective category associated with each Program, subject to the rebate adjustments below.

Discount Interchange Rebate Rate for Combined U.S. Purchasing Card, U.S. Corporate Card, U.S. One Card and U.S. Virtual Card Programs Volume							
Annual Combined Total Charge Volume of All Participants:	Individual Participant's Annual Combined Total Charge Volume						
	\$250,000	\$1,000,000	\$2,500,000	\$5,000,000	\$10,000,000	\$15,000,000	\$20,000,000
Category 1	1.00%	1.10%	1.10%	1.10%	1.10%	1.10%	1.10%
Category 2	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%	0.15%

## 3. REBATE ADJUSTMENTS

A. Average File Turn Adjustment

- I. For purposes of this Section 3.A.I, "Average File Turn" means the annual average outstanding (i.e. sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge, multiplied by 365.

The Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Participant's Program(s) over a Contract Year ("Average File Turn Adjustment").

If Participant's actual Average File Turn for such Program(s) is less than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the actual Average File Turn for such Program(s) is greater than 29, the Volume Rebate Rate and Discount Interchange Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

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- ii. If Participant's actual Average File Turn under Section 3.A.i is greater than 46 days, Participant will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

B. Interchange Rate or Supplier Fee Adjustment

In the event of a reduction in either Interchange rates by the Credit Card Networks or Supplier Fee, 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 ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by Participant and authenticated by Bank. Payment is contingent upon Bank receiving Participant'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. If Credit Losses exceed the rebate earned for any Contract Year, Participant 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 Participant 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 Participant 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. Participant 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. Average File Turn must be less than 46 days (as stated in the Average File Turn Adjustment section).

5. **SETTLEMENT TERMS**

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. Purchasing Card, U.S. Corporate Card and U.S. One Card Program(s) unless otherwise agreed in writing in the Agreement or Participation Agreement and signed by both parties. Participants have the option to select the following Settlement terms for all programs in their Participation Agreement: 30 & 25, 30 & 14, 30 & 7, 14 & 14 and 14 & 7.

6. **FEES**

A. United States

The following are the fees associated with U.S. Purchasing Card, U.S. Corporate Card, and U.S. One Card Program(s) implemented on Banks 1845, 2234, 2237 & 8221:

STANDARD SERVICES AND FEES	
Late payment charge	Central bill: None Individual bill: \$15 late fee at the end of the first cycle
Delinquency/Finance charge	Central bill: Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle. Individual bill: Prime + 6.4% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle.
International transaction	1% surcharge
Standard card	\$0.00

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ADDITIONAL SERVICES AND FEES	
Cash advances	2.0% of amount advanced (\$3.00 minimum with no maximum)
Executive card	\$75 annual fee per card
Corporate card rewards	A rewards program annual fee of \$75 will be assessed to each Cardholder's commercial card account. The annual fee will be divided as follows: \$35 dollars will cover Bank's administrative costs and the remaining \$40 will be put into the Client's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. Client's "Rewards Program Redemption Expenses" will be deducted from Client's redemption pool and are defined as and calculated on the full monetary value of the item(s) the points are redeemed for and not the amount of points used by Cardholders. 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 Client's rebate. If the rebate earned is not sufficient to cover the Excess Redemption Expenses, Bank will invoice the Client for the Excess Redemption Expenses. The Client shall pay such invoice within 14 days of receipt.

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

**B. United States**

The following are the fees associated with (i) U.S. Purchasing Card, U.S. Corporate Card, and U.S. One Card Program(s) implemented on all Banks not listed in (A) above and (ii) all U.S. Virtual Card Program(s):

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
Standard card	\$0.00

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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	A rewards program annual fee of \$75 will be assessed to each Cardholder's commercial card account. The annual fee will be divided as follows: \$35 dollars will cover Bank's administrative costs and the remaining \$40 will be put into the Client's redemption pool. Bank may at any time change the amount of the annual fee and/or the allocation of this amount without notice. Client's "Rewards Program Redemption Expenses" will be deducted from Client's redemption pool and are defined as and calculated on the full monetary value of the item(s) the points are redeemed for and not the amount of points used by Cardholders. 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 Client's rebate. If the rebate earned is not sufficient to cover the Excess Redemption Expenses, Bank will invoice the Client for the Excess Redemption Expenses. The Client shall pay such invoice within 14 days of receipt.

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

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#### FOURTH AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

THIS FOURTH AMENDMENT (the "Amendment") to Oklahoma Purchasing Card Agreement (as amended, supplemented, restated, or replaced from time to time, the "Agreement") dated as of September 16, 2010, between JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") and Independent School District Number 1 of Tulsa County ("Client") is made as of July 10<sup>th</sup>, 2018 and is effective as of July 1, 2018 (the "Effective Date").

In consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, Bank and Client agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Acknowledgment.** The parties hereto acknowledge and agree that the term of the Agreement shall be renewed for four (4) years from the Effective Date of this Amendment. Thereafter, the Agreement may be renewed for one (1) year terms upon written agreement by both parties.
3. **Amendment.** Section 4.B of the Agreement is hereby deleted in its entirety and replaced with the following:

The Client shall immediately notify Bank by phone of any Card or Account that Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. "Fraudulent Transactions" means transactions made on a Card or Account by a person, other than the Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

- 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 or Account 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 or Account 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 its Program in accordance with Bank's fraud reduction best guidelines as set forth below:
  - a. Client to block required high risk MCC's identified by Bank and presented to Client;
  - b. Client to maintain reasonable security precautions and controls regarding the dissemination, use and storage of Card and Transaction data; and
  - c. Client to comply with all other guidelines as Bank may reasonably require from time to time.

If Client fails to comply with its obligations described in this subsection (iii), and Bank determines Client to be liable for Fraudulent Transactions, Bank will either: (1) invoice Client for the amount of such Fraudulent Transaction minus any amounts collected, or (2) deduct the amount of such Fraudulent Transaction amount from Client's rebate.

4. **Amendment.** The "To the Bank" notice addresses in Section 16 of the Agreement and Section 4 of the Participation Agreement are hereby deleted in their entirety and replaced with the following:

JPMorgan Chase Bank, N.A.  
10 South Dearborn Street  
Mail Code: IL1-0286  
Chicago, Illinois 60603-2300  
Attn: Commercial Card Legal

5. **Exhibit B-1.** Exhibit B-1 to the Agreement is hereby deleted in its entirety and replaced with a new Exhibit B-1 in the form attached hereto as Exhibit B-1.
6. **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
7. **Counterparts.** This Amendment 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 Amendment by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

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IN WITNESS WHEREOF, the Bank and Client have caused this Amendment to be executed by their duly authorized representatives as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By Judy Michael  
 Name Judy Michael  
 Title Executive Director  
Commercial Card  
 Date 7-10-2018

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 Client to enter into and to perform its obligations under this Amendment. The undersigned certifies to Bank that the governing body of Client has adopted resolutions or other appropriate and binding measures authorizing Client to enter into and perform its obligations under this Amendment 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 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.

INDEPENDENT SCHOOL DISTRICT  
 NUMBER 1 OF TULSA COUNTY

By Suzanne Schreiber  
 Name Suzanne Schreiber  
 Title Board President  
 Date 7/6/2018

APPROVED AND FORWARDED

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

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 individual signing above on behalf of Client has been duly authorized to bind Client and to enter into and perform its obligations under this Amendment and that the person signing above on behalf of Client, whose execution of this Amendment 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 Amendment. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By Michael J. W. Parker  
 Name Michael J. W. Parker  
 Title Director  
 Date 7/10/18

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

**EXHIBIT B-1  
FEES & INCENTIVES**

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

"Average Fife Turn" has the meaning given to it in Section 3.A.

"Combined Large Ticket Transaction Volume" means the sum of U.S. Large Ticket Transaction Volume and U.S. Single-Use Large Ticket Transaction Volume.

"Combined Net Charge Volume" means the sum of U.S. Net Charge Volume and U.S. Net Single-Use Charge Volume.

"Combined Total Charge Volume" means the sum of U.S. Total Charge Volume and U.S. Total Single-Use Charge Volume.

"Contract Year" means a 12-month period beginning on the Effective Date of this Amendment or any anniversary of such date.

"Credit Card Network" or "Network" means either MasterCard International, Inc. or Visa U.S.A., Inc.

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

"Fraudulent Transactions" means Transactions made on a Card or Account by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and which the Cardholder or Client receives no direct or indirect benefit.

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

"Participant" means a government, non-for-profit or private university entity located in the State of Oklahoma that is accepted and approved by Bank to participate in the Oklahoma Purchasing Card Consortium and, solely for purposes of this Exhibit B-1, the Client.

"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, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Large Ticket Transaction Volume does not include U.S. Single-Use Large Ticket Transaction Volume.

"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, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules. U.S. Net Charge Volume does not include U.S. Large Ticket Transaction Volume, U.S. Net Single-Use Charge Volume, or U.S. Single-Use Large Ticket Transaction Volume.

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

"U.S. Single-Use Large Ticket Transaction Volume" means total Large Ticket Transactions made on any and all U.S. dollar issued Single-Use Accounts, net of returns, cash advances, convenience check amounts, Fraudulent Transactions and any Transactions that do not qualify for interchange under applicable Credit Card Network rules.

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

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

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**2. REBATES****A. Volume Rebate**

Bank will pay each Participant a rebate based on the annual Combined Total Charge Volume of all Participants and the Individual Participant's Combined 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 Individual Participant's Combined Net Charge Volume, subject to the rebate adjustments below.

Combined U.S. Purchasing Card, U.S. Corporate, U.S. One Card and U.S. Single-Use Account Programs*						
Annual Combined Total Charge Volume of all Participants	Individual Participant's Annual Combined Total Charge Volume					
	\$20,000,000	\$15,000,000	\$10,000,000	\$5,000,000	\$1,000,000	\$1
\$1	1.81%	1.68%	1.57%	1.55%	1.54%	0.96%
\$75,000,000	1.76%	1.74%	1.72%	1.70%	1.69%	1.00%
\$100,000,000	1.79%	1.77%	1.75%	1.73%	1.72%	1.02%
\$125,000,000	1.80%	1.78%	1.76%	1.74%	1.73%	1.04%
\$150,000,000	1.81%	1.78%	1.77%	1.75%	1.74%	1.06%
\$200,000,000	1.82%	1.80%	1.78%	1.76%	1.75%	1.07%
\$250,000,000	1.83%	1.81%	1.79%	1.77%	1.76%	1.08%
\$300,000,000	1.84%	1.82%	1.80%	1.70%	1.77%	1.09%

\*The above rebate grid is based on 29 Average File Turn days.

**B. Large Ticket Rebate**

Bank will pay each Participant a rebate based on that Individual Participant's annual Combined Large Ticket Transaction Volume. The rebate will be calculated as the Large Ticket Rebate Rate (as determined according to the following schedule) multiplied by the Individual Participant's annual Combined Large Ticket Transaction Volume, subject to the rebate adjustments below.

U.S. Purchasing Card, U.S. Corporate, U.S. One Card and U.S. Single-Use Account Programs	
Large Ticket Rebate Rate @ 29 Average File Turn days	0.70%

**3. REBATE ADJUSTMENTS****A. Average File Turn Adjustment**

i. For purposes of this Section 3.A, "Average File Turn" means the annual average outstanding balance (i.e., sum of the average outstanding balances for each calendar month divided by 12) divided by the annual Combined Total Charge Volume, multiplied by 365.

The Volume Rebate Rate and Large Ticket Rebate Rate will be adjusted (either increased or decreased as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year ("Average File Turn Adjustment").

ii. If the Participant's actual Average File Turn is less than 29, the Volume Rebate Rate and Large Ticket Rebate Rate will each be increased by 0.0050% for each whole number less than 29. If the Participant's actual Average File Turn is greater than 29, the Volume Rebate Rate and Large Ticket Rebate Rate will each be decreased by 0.0050% for each whole number greater than 29 but less than 46.

iii. If the Participant's actual Average File Turn under Section 3.A is greater than 46 days, that Participant will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

**B. Interchange Rate Adjustment**

In the event of a reduction in Interchange rates by the Credit Card Networks, 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 ninety (90) day period after the end of the Contract Year (the "Rebate Calculation Period") via wire transfer to a business account designated by the Participant and authenticated by Bank. Payment is contingent upon Bank receiving the Participant'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. If Credit Losses exceed the rebate earned for any Contract Year, the Participant 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 the Participant 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 a Participant 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. The Participant 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. Average File Turn must be less than 48 days (as stated in the Average File Turn Adjustment section).

**5. SETTLEMENT TERMS**

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are 30 & 14 for the U.S. Purchasing Card, U.S. Corporate Card, U.S. One Card and U.S. Single-Use Account Programs unless otherwise agreed to in writing in the Agreement or Participation Agreement and signed by both parties. Participants have the option to select the following Settlement Terms for all Programs in their respective Participation Agreements: 30 & 25, 30 & 14, 30 & 7, 14 & 14 or 14 & 7.

**6. FEES****A. The following are fees associated with:****1. U.S. One Card, U.S. Purchasing Card and U.S. Corporate Card Programs for:**

- a. Participants who joined the Oklahoma Purchasing Card Consortium on March 17, 2017 or later; and
- b. Participants who joined the Oklahoma Purchasing Card Consortium and were implemented on the HP processor prior to March 17, 2017 and were subsequently converted onto the TSYS processor on March 17, 2017.

**2. U.S. Single Use Account Programs for all Participants.****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 20 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 Bank.
Standard card	\$0.00

<b>ADDITIONAL SERVICES AND FEES</b>	
Cash advances	2.6% 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 Bank's administrative costs and the remaining \$40 will be put into the Client's redemption pool. Bank 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, Bank will invoice the Client for the excess redemption expenses. The Client shall pay such invoice within 14 days of receipt.

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

**B. The following fees are associated with:**

U.S. One Card, U.S. Purchasing Card and U.S. Corporate Card Programs for Participants who joined the Oklahoma Purchasing Card Consortium and were implemented on the TSYS processor prior to March 17, 2017:

**STANDARD SERVICES AND FEES**

Late payment fee	Central bill: None Individual bill: \$10 late fee at the end of the first Cycle NOTE: Client can be billed both a late fee and a finance charge
Delinquency/Finance charge	Central Bill: Prime + 2.00 is applied to the average daily balance, which is calculated as follows: (past due balance + any new spend) / number of days in Cycle. Will be charged at the end of the first Cycle and each Cycle thereafter.
International transaction	1% surcharge
Standard Card	\$0.00

**ADDITIONAL SERVICES AND FEES**

Cash advances	2.0% of advance amount (\$3.00 minimum with no maximum)
Rush card	\$25 per card if processed through Bank.

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



## J.P.Morgan

July 29, 2016

Independent School District Number 1 of Tulsa County  
3027 South New Haven  
Tulsa, OK 74147  
Attn: Linda Phillips

Dear Linda:

We are writing in connection with the Oklahoma Purchasing Card Agreement (the "Agreement") dated as of September 15, 2010 between JPMorgan Chase Bank, N.A. (the "Bank") and Independent School District Number 1 of Tulsa County (the "Client").

Subject to the terms and conditions of the Agreement, effective March 17, 2017:

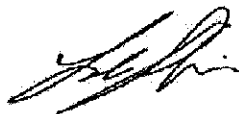
1. the fees applicable to all U.S. programs for any new Participants that join the consortium following March 17, 2017 are attached hereto.
2. the fees applicable to all U.S. Commercial Card Programs, including U.S. Single Use Account Programs, that were on the HP Processor prior to March 17, 2017 are changing. The new fees are attached hereto and will replace the fees that currently apply.
3. the fees applicable to U.S. Single Use Account program(s) are attached hereto.

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein. Any terms of your Agreement not described herein will remain in effect.

Unless we are notified by you to the contrary, the Bank will continue to issue cards under the terms of your Agreement and the changes contained herein. The continued use of your cards is evidence of your agreement to be bound by your new fees in accordance with the terms of the Agreement.

If you have any questions, please feel free to contact Ladette Williams at (972) 642-3705 or [ladette.harris-williams@chase.com](mailto:ladette.harris-williams@chase.com)

Kind Regards,



By: \_\_\_\_\_  
John Skinner  
Managing Director, Commercial Card  
J.P. Morgan

10 South Dearborn, Floor 06, Mail Code IL1-0286, Chicago, IL 60603  
JPMorgan Chase Bank, N.A.  
Commercial Card

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The following are the fees applicable as described above in Sections 1, 2 and 3 of this amendment.

#### 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 U.S. Dollar amount charged
Rush card	\$25 per card if processed through the Bank. If processed through the Credit Card Network, the Client 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)
Logo plastic (hot stamp)	\$0.00
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 the Bank's administrative costs and the remaining \$40 will be put into the Client's redemption pool. The Bank 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, the Bank will invoice the Client for the excess redemption expenses. The Client shall pay such invoice within 14 days of receipt.

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

# J.P.Morgan

October 7, 2014

Independent School District Number 1 of Tulsa County  
3027 S. New Haven  
Tulsa, OK 74147  
Attn: Linda Phillips

Dear Ms. Phillips:

We are writing in connection with the Oklahoma Purchasing Card Agreement (as may be amended, restated or replaced from time to time, the "Agreement") dated as of September 15, 2010 between JPMorgan Chase Bank, N.A (the "Bank"), and Independent School District Number 1 of Tulsa County (the "Client").

Subject to the terms and conditions of the Agreement, this amendment is effective as of the date written above.

- The fees attached hereto are hereby added to the Fees section of Exhibit B.

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Unless we are notified by you to the contrary, the Bank will continue to issue cards pursuant to the terms of the Agreement and the changes contained herein. Your continued use of such cards is evidence of your agreement to be bound by the above-referenced terms and in accordance with the terms of the Agreement and the changes contained herein.

If you have any questions, please feel free to contact Ladette Harris-Williams at (972) 642-3705.

Sincerely,

JPMorgan Chase Bank, N.A.

By: 

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**Fees - U.S. - TSYS**

The following are the fees associated with U.S. Purchasing Card and U.S. Travel Card programs:

<b>PROGRAM FEES</b>	
Returned checks (payment)	\$15 per return
ACH returns	\$15 per return
International Charge fee	1% surcharge (Association pass-through)
Miscellaneous	Pass-through charges for other specialized services (case-by-case)
<b>FAST-DUE FEES</b>	
Late fee	Central bill: None
Delinquency/Finance charge	Central bill: Prime + 2.00% is applied to the average daily balance, which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged at the end of the first cycle and each cycle thereafter.
<b>TRAINING AND CONSULTING</b>	
Training	\$0.00 for first on-site training(s); additional on-site training(s) @ \$1,550/day each.
<b>OPTIONAL PROGRAM &amp; TECHNOLOGY SERVICES</b>	
File transfer fee	Waived
Cash advances	2.0% (\$3.00 minimum with no maximum)
Convenience checks	2% of check amount (\$1.50/check minimum with no maximum)
Rush Cards (emergency replacement cards)	\$25 per card if processed through Bank (1-2 days). If processed through the Association, Client shall pay any fees charged by the Association.
Duplicate statements	\$5 per paper statement
PaymentNet platform fee	Waived
Smartdata platform fee	Waived
EDI setup/transmission fee	Pass-through on all setup and development costs
Custom reporting/ mapper/ programming/ post loader	\$175 per hour (\$1,000 minimum)
<b>CARD DESIGN OPTIONS</b>	
Client logo plastic (hot stamp)	\$0.00
Customized plastic	\$15,000 (per design)
<b>CLIENT HAS OPTED OUT OF THE BELOW ITEMS. SHOULD SERVICE BE REQUESTED, FEES ARE APPLICABLE:</b>	
Executive Elite card	\$325 annually
Executive card	\$75 annually
Corporate card rewards	A rewards program annual fee of \$75 will be assessed to each Cardholder. 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 Bank's administrative costs and the remaining \$40 will be put into Client's redemption pool. Bank 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, Bank will invoice Client for the excess redemption expenses. Client shall pay such invoice within 14 days of receipt.

If Oklahoma Purchasing Card Consortium requests services not listed in this table, your organization agrees to pay the fees associated with such services.

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# J.P.Morgan

August 19, 2013

Independent School District Number 1 of Tulsa County  
3027 S. New Haven  
Tulsa, OK 74147  
Attn: Linda Phillips

Dear Ms. Phillips:

We are writing in connection with the Oklahoma Purchasing Card Agreement (the "Agreement"), dated as of September 15, 2010, between JPMorgan Chase Bank, N.A (the "Bank"), and Independent School District Number 1 of Tulsa County (the "Client").

Subject to the terms and conditions of the Agreement, this amendment is effective as of April 30, 2013 (the "Effective Date").

The Bank and Client acknowledge and agree that as of the Effective Date, the provision for the 'Average Fileturn De-Escalator' on Exhibit B of the Agreement, is hereby restated to read:

**"Average Fileturn De-Escalator"**

If the Average Fileturn for the prior Contract Year period exceeds 29 days, a de-escalator of 0.01% per day rebate rate reduction will be deducted for each day greater than 29 up to a maximum Average Fileturn of 43 days."

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Unless we are notified by you to the contrary, the Bank will continue to issue cards pursuant to the terms of the Agreement and the changes contained herein. Your continued use of such cards is evidence of your agreement to be bound by the above-referenced terms and in accordance with the terms of the Agreement and the changes contained herein.

If you have any questions, please feel free to contact Ladette Harris-Williams at (972) 642-3705.

Sincerely,

JPMorgan Chase Bank, N.A.

By:

  
George A. Thompson  
General Counsel, GCC

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## SECOND AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

THIS SECOND AMENDMENT (the "Amendment") to the Oklahoma Purchasing Card Agreement (the "Agreement") dated as of September 15, 2010 between JPMorgan Chase Bank, N.A. (the "Bank") and Independent School District Number 1 of Tulsa County (the "Client") is made as of April 30, 2013 (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

- 1) Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
- 2) Exhibit B, Exhibit B, under 'Incentives' is hereby modified to include the following new section to read:

**"Average Filreturn De-Escalator**

If the Average Filreturn for the prior Contract Year period exceeds 29 days, a de-escalator of 0.01% per day rebate rate reduction will be deducted for each day greater than 20 up to a maximum Average Filreturn of 43 days."

- 3) Continued Effect. Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
- 4) Counterparts. This Amendment 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 Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

JPMORGAN CHASE BANK, N.A.

By: Maria Malachuk  
Name: MARIA MALACHUK  
Title: SENIOR BANKER

INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA  
COUNTY

By: Ruth Ann Fate  
Name: Ruth Ann Fate  
Title: Board President

**Client Attestation:**

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

By: Linda Phillips  
Name: Linda Phillips  
Title: Director, Materials Management

APPROVED AS TO FORM

CA

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

# FIRST AMENDMENT TO OKLAHOMA PURCHASING CARD AGREEMENT

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THIS FIRST AMENDMENT (the "Amendment") to the Commercial Card Agreement (the "Agreement") dated as of 9-15-2010 ~~2010~~ between JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank"), and Independent School District Number 1 of Tulsa County (the "Client") is made as of 9-15-2010 (the "Effective Date").

The Bank and the Client agree to amend the Agreement as follows:

1) ~~Definitions.~~ Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2) Exhibit B. The "Large Ticket Incentive - Purchasing Program" and "Large Ticket Incentive - Single Use Account Program" sections of Exhibit B of the Agreement are hereby deleted in their entirety and replaced with the following:

**Large Ticket Incentive - Client Purchasing and Single Use Account Programs**

Bank will pay the Client an annual rebate of 0.50% on Client's annual Large Ticket Transaction Volume.

**Large Ticket Incentive - Participant Purchasing Programs**

Bank will pay the Participant on an individual basis an annual rebate of 0.50% on applicable Participant's annual Large Ticket Transaction Volume for 30 day cycle and 14 day payment terms.

**Large Ticket Incentive - Participant Single Use Account Programs**

Bank will pay the Participant on an individual basis an annual incentive based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule, when annual Combined Charge Volume threshold requirements are achieved. The incentive will be calculated as the incentive rate times such Participant's annual Large Ticket Transaction Volume.

AVERAGE LARGE-TICKET TRANSACTION SIZE	REBATE RATE
Less than \$25,000*	0.40%
\$25,000-\$99,999.99	0.20%
Greater than \$100,000	0.10%

\*Note currently (i) \$7,200-\$26,000 for MasterCard programs and (ii) \$4,200-\$26,000 for Visa programs. All thresholds are at the discretion of the Acquirer and are not determined by the Bank. "Acquirer" is the financial institution that process transactions for each merchant."

3) Exhibit B. The "FEES FOR PROGRAMS USING J.P. MORGAN'S PAYMENT SOLUTION" is hereby amended by deleting the fee for "Custom reporting/mapper programming/post-loader" in its entirety and replacing it with the following:

**TECHNOLOGY SERVICES**

Custom reporting/mapper programming/post-loader \$250 per hour (\$1,000 minimum)\*

\* Should Independent School District Number 1 of Tulsa County transfer to a new accounting system, the first 20 hours are waived for Tulsa Public Schools. Should Tulsa Public Schools transition to PaymentNet 4, this transition will be completed at no cost for Tulsa Public Schools.

4) Exhibit B. The "FEES FOR PROGRAMS USING J.P. MORGAN'S PAYMENT SOLUTION" is hereby amended by deleting the fee for "File transfer using FTP" in its entirety and replacing it with the following:

**OPTIONAL PROGRAM/TECHNOLOGY SERVICES**

File transfer using FTP -- Fees waived for Tulsa Public Schools only

Daily--\$600/month  
 Weekly--\$250/month  
 Bi-weekly--\$125/month  
 Monthly--\$75/month

- 5) **Continued Effect.** Except to the extent amended hereby, all terms, provisions and conditions of the Agreement, as it may have been amended from time to time, shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
- 6) **Counterparts.** This Amendment 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 Amendment by signing any of such counterparts.

IN WITNESS WHEREOF, the Bank and the Client have caused this Amendment to be executed by their respective authorized officers as of the effective date written above.

**BANK:** JPMorgan Chase Bank, N.A.  
**By:** Tammie K. Blessing  
**Name:** TAMMIE K. BLESSING  
**Title:** V.P.

**CLIENT:**  
**By:** Lana Turner-Addison  
**Name:** Lana Turner-Addison  
**Title:** Board Chair

**Client Attestation:****APPROVED AS TO FORM**

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

**By:** Marsha L. Owen  
**Name:** Marsha L. Owen  
**Title:** Purchasing Project Manager

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



## OKLAHOMA PURCHASING CARD AGREEMENT SINGLE USE ACCOUNTS ADDENDUM

V 1.2\_05\_07\_10

This Single Use Accounts Addendum (this "Addendum") is entered into as of 9-15, 2010 between Independent School District Number 1 of Tulsa County (the "Client"), and JPMorgan Chase Bank, National Association or Chase Bank USA, N.A., as may be determined from time to time (the "Bank") a national banking association.

Reference is made to the Commercial Card Agreement dated 9-15, 2010 between the Client and the Bank (as amended, supplemented, restated or replaced from time to time, the "Agreement"). Except as may be modified in this Addendum, the provisions of the Agreement are incorporated herein mutatis mutandis. In that connection, references to the "Agreement" in the Agreement shall be deemed to be references to this Addendum. Terms used in this Addendum and not otherwise defined herein shall have the meaning ascribed to such term as provided in the Agreement.

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to Client the Network Services described below:

**Definitions.** Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Single Use Account(s)" means a 16-digit commercial card number issued to the Client in connection with a Single Use Transaction and Single Use Account shall be construed to be an Account as defined in the Agreement.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world.

"Network" means the Bank's Internet based platform for exchanging electronic commercial card payment information data between the Client and its Suppliers and merchant processors related to commercial card settlement.

"Network Security Procedures" means the digital certificates, user logon identifications, passwords, approval limits or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the Client in authenticating Network Users and Payment Instructions initiated by the Client via the Network.

"Network Services" means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the Client under this Addendum.

"Payment Instruction" means an instruction initiated by the Client, either via file integration or via the user interface, to the Bank via the Network requesting the Bank to provide a Single Use Account to the Supplier.

"Single Use Program" means the commercial card management system composed of Single Use Account controls, and reports to facilitate purchases of and payments for, business goods and services.

"Supplier" means an entity that is enrolled in the Network to exchange and process transaction data relating to payments with the Client and to receive commercial card payments through the Network.

"Single Use Transaction" means a purchase, payment, fee, charge or any other activity that results in a debit to a Single Use Account and shall be construed to be a Transaction as defined in the Agreement.

1. In connection with the Client's participation in the Single Use Program, the Client may initiate and request through the Single Use Program, Single Use Account(s) to be used for payment of Single Use Transactions and must provide to the Bank all required data for processing of Single Use Transactions. The Single Use Accounts are non-transferable and non-assignable. The Single Use Accounts shall remain the property of the Bank. Client shall receive a periodic statement of the Single Use Account Transactions. The Client shall be liable for all Single Use Account Transactions on all Single Use Accounts. Statements will be made available to the Client, either delivered to a U.S. address or in electronic form.
2. During the term of this Addendum and subject to the Client's performance of its obligations hereunder, the Bank will maintain the Network and allow the Client to access the Network for its internal use. The Bank reserves the right at any time to revise or modify the Network's functionality, specifications, and/or capabilities. The Client acknowledges that the Network exchanges payment-related data between Client and Suppliers to effect commercial card settlement.
3. Subject to the terms and conditions of this Addendum, during the term hereof, the Bank grants to the Client a nonexclusive right to access the Network for the sole purpose of receiving the Network Services.

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4. The Client has no right to provide access to the Network to any third party. The Client may not access the Network in any manner not contemplated herein, including providing service bureau, time-sharing or other computer services to third parties.
5. The Client's rights to access the Network will be limited to those expressly granted in this Addendum. The Bank reserves all rights, title and interest in and to the Network not expressly granted to the Client hereunder.
6. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and Intellectual Property Rights in and to the design, architecture, and software implementation of the Network.
7. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Addendum any rights of ownership of Intellectual Property Rights owned by the other. Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Addendum.
8. The Bank shall have no responsibility for the terms, conditions or performance of purchase, sale, or payment transactions between the Client and its Suppliers. The Client is responsible for regularly inspecting the Single Use Transaction History available via the Network and promptly notifying the Bank of any errors.
9. The Client is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized approvals, or Payment Instructions into the Network. Client agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network. If the Client believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Client shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over payment processing.
10. All Payment Instructions submitted in the name of the Client are subject to authentication pursuant to the Network Security Procedures. The Bank shall process Client's Payment Instructions when the Payment Instructions are verified by Bank pursuant to the Network Security Procedures. The Bank shall be entitled to rely and act upon all information received from the Client or any Supplier in connection with a Payment Instruction. The Client agrees to be bound by any Payment Instruction, whether or not authorized, issued in Client's name and authenticated by the Bank in accordance with the Network Security Procedures.

BANK JPMorgan Chase Bank, N.A. CLIENT

By: Tammie K. Blessing  
 Name: Tammie K. Blessing  
 Title: Vice President

By: Lana Turner Addison  
 Name: Lana Turner-Addison  
 Title: Board President

Client Attestation:

APPROVED AS TO FORM

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

By: Marsha L. Owen  
 Name: Marsha L. Owen  
 Title: Purchasing Project Manager

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

J.P.Morgan

January 30, 2012

Independent School District Number 1 of Tulsa County  
3027 S New Haven Ave  
Tulsa, OK 74114  
Attn: Linda Phillips

Dear Ms. Phillips:

We are writing in connection with the Oklahoma Purchasing Card Agreement (the "Agreement"), effective as of September 15, 2010, between JPMorgan Chase Bank, N.A. and Independent School District Number 1 of Tulsa County (the "Client").

Subject to the terms and conditions of the Agreement, the following amendment is effective as of the date first written above:

In reference to the Duplicate Statement Fee, Exhibit B has been amended as follows:

"Duplicate statement \$5 per statement"

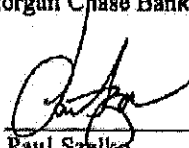
It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Unless we are notified by you to the contrary, the Bank will continue to issue cards pursuant to the terms of the Agreement and the changes contained herein. Your continued use of such cards is evidence of your agreement to be bound by the above-referenced terms and in accordance with the terms of the Agreement and the changes contained herein.

If you have any questions, please feel free call Sue Benoit at (847) 488-8195.

JPMorgan Chase Bank, N.A.

By:

  
Paul Szalko  
Vice President

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**OKLAHOMA PURCHASING CARD AGREEMENT  
(Corporate Liability)**

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This Commercial Card Agreement (the "Agreement") is entered into as of 9-15, 2010 between Independent School District Number 1 of Tulsa County, (the "Client"), and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time, (the "Bank") a national banking association. Commencing on the date of this Agreement, the Bank and the Client hereby agree that the Bank will provide the Commercial Card Program, as hereinafter defined, and the Client may participate in the Program subject to the terms and conditions of this Agreement.

1. **Definitions.** Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Access Code" means the user identification code and password assigned to individuals authorized by the Client, for use in connection with the Program or the System.

"Account" means the Visa or MasterCard account number assigned to a Cardholder and/or the Client, the related account, and any Card bearing such account number.

"Account Credit Limit" means the upper limit established for an extension of credit that the Bank may authorize with respect to an Account.

"Agreement" means this Commercial Card Agreement as it may be amended from time to time.

"Association" means either MasterCard or Visa.

"Authorized User" means individuals authorized by the Client to access and use the Program and System.

"Business Day" means a day on which both the Bank and the Federal Reserve Banks are open for business.

"Card" means a Visa or MasterCard card that is issued by the Bank with respect to an Account.

"Card Request" means a written or electronic transmittal from the Client, requesting the Bank to issue a Card(s) or establish an Account(s).

"Cardholder" means (i) an individual in whose name a Card is issued, and (ii) any other employee, officer, director, or person authorized by the Client or named Cardholder to use a Card or Account.

"Cardholder Agreement" means an agreement between the Bank and a Cardholder, as amended from time to time, governing use of an Account.

"Convenience Checks" means a check written against an Account.

"Client Account" means the account of the Client into which the outstanding balances of all Accounts are aggregated and for which the Client is liable.

"Client Vendor" means a travel agent, travel agency or any other vendor of Client authorized by the Client to charge Transactions to an Account.

"Corporate Liability" means the Client is liable for all Transactions on an Account and such liability shall be as reflected on the Bank's records and subject to this Agreement.

"Credit Limit" means the upper limit established for an extension of credit that the Bank may authorize in connection with this Program under this Agreement.

"Credit Losses" means all amounts, including any related collection costs, due to the Bank in connection with any Account that the Bank has written off as uncollectible, excluding Fraud Losses.

"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 the Bank may specify.

"Fraud Losses" means all amounts due to the Bank in connection with any Account that the Bank has written off as uncollectible as a result of an Account being lost, stolen, misappropriated, improperly used or compromised.

"International Transaction" means any Transaction that is made in a currency other than U.S. dollars or is made in U.S. dollars outside of the United States of America.

"Losses" means all Credit Losses and Fraud Losses.

"Marks" means the name, trade name, and all registered or unregistered service marks of the Client, the Association and the Bank.

"MasterCard" means MasterCard International, Inc.

"MCC" means a Merchant Category Code as designated by Visa or MasterCard.

"Participant" means an entity accepted and approved by Bank to participate in the Oklahoma Purchasing Card Agreement by means of participation agreement.

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

"Program Administrator" means an individual authorized by the Client to perform various administrative and security functions in connection with the Program and System.

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

"Transaction" means a purchase, a cash advance, use of a convenience check, fees, charges or any other activity that results in a debit to an Account.

"Oklahoma Purchasing Card Agreement" means the agreement comprised of the Client and the approved Participants under this Agreement.

"Visa" means Visa U.S.A., Inc.

2. Obligations of the Bank, in connection with the Client's participation in the Program, the Bank shall:

- A. Establish Accounts and where applicable issue Cards with such capabilities as may be elected by the Client and agreed to by the Bank from time to time. Any Cards and any Cardholder statements will be delivered to a U.S. address of the Client or Cardholder unless otherwise agreed. The Accounts are non-transferable and non-assignable. The Cards shall remain the property of the Bank.
- B. The Bank may investigate the identity of the Client and any proposed or existing Cardholder by obtaining, verifying, and recording personal identifying information, and may if reasonably necessary obtain such information from third parties.
- C. Make available to the Client any corporate liability waiver coverage extended by Visa or MasterCard in connection with suspected employee misuse of an Account.
- D. Provide to Participants a Program through an agreement in the form attached hereto as Exhibit C (the "Participation Agreement"). The Bank reserves the right to evaluate the creditworthiness of each Participant and may refuse to provide a Program to entities which do not meet the Bank's criteria for credit approval or for any other reasons. The Bank in its sole discretion shall determine whether or not to issue Cards or establish Accounts for such Participant and incur no liability to the Client for payments hereunder or otherwise, due to any failure to issue any Card or establish any Account for a Participant.

3. Obligations of the Client, in connection with the Program, the Client shall:

- A. Initially request a minimum of ten (10) Accounts in connection with the Program by submitting a Card Request. From time to time the Client may submit to the Bank a Card Request form for additional cards. The Card Request shall be in a form approved by the Bank, shall include all information required by the Bank, and shall be accompanied by such evidence of authority for the Card Request as the Bank may require. All Card Requests shall be delivered to the Bank in a secure, encrypted, or password protected format or by such other method as may be mutually agreed to by the parties. By submitting any Card Request, the Client represents to the Bank that the information contained therein is consistent with the Client's own records concerning the listed Cardholder or entity. The Client represents that the Cards and Accounts to be issued and established under this Agreement are substitutes for accepted cards and accounts, or will be sought and issued only in response to written requests or applications for such Cards or Accounts obtained by the Client from the prospective Cardholders in accordance with Section 226.12 (a) of Regulation Z of the Federal Truth in Lending Act. The Client shall retain such applications (paper or electronic) for any Account when such application is not provided to the

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Bank, for a period of twenty-five (25) months after the application has been received and acted upon. The Client agrees to use reasonable security precautions to safeguard Accounts in connection with their storage, use, and dissemination of Accounts.

- B. Notify each Cardholder that the Accounts are to be used only for business purposes, for purchase transactions, travel and entertainment, cash advances, and fuel and fuel transactions in each case that benefit the Client either directly or indirectly.
- C. Clearly disclose to each of its Cardholders that the Bank may provide Transaction and Account information to merchants and third parties that provide reporting, products or services to the Client and such information may include, but is not limited to, charge transactions, payment history and reimbursements.
- D. Make commercially reasonable efforts to (i) maintain a process ensuring timely and accurate reimbursement of all business purchase transactions to its Cardholders, (ii) not exceed the Credit Limit or permit Cardholders to exceed the Account Credit Limits, and (iii) collect and destroy any Cards it no longer requires in connection with this Program.
- E. Immediately notify the Bank of any Account for which the Client no longer has use.
- F. Immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised.
- G. Comply with all requirements of any corporate liability waiver coverage. Any balance outstanding associated with an Account for which a corporate liability waiver is requested shall become immediately due and payable.
- H. Notify the Bank of any Transaction the Client disputes within sixty (60) days of the last day of the Cycle during which such Transaction is charged to the Client. The Client will use commercially reasonable efforts to assist the Bank in attempting to obtain reimbursement from the Merchant. The Bank will use commercially reasonable efforts to assist the Client in attempting to obtain reimbursement from the Merchant; provided, however, the Client understands that no chargebacks will be granted for Transactions resulting from Account usage where a Cardholder's name is not embossed on a Card or where there is no Card associated with such Account. The Client or Cardholder shall not be relieved of liability for any disputed Transaction if the chargeback is rejected. The Bank shall not be liable for any Transaction where notice of the disputed Transaction is received from the Client more than sixty (60) days after the last day of the Cycle during which such Transaction is charged to the Client. The Client shall not make a claim against the Bank or refuse to pay any amount because the Client or the person using the Card may have a dispute with any Merchant as to the goods or services purchased from such Merchant which has honored the Card for that purchase.

#### 4. Liabilities of the Client.

- A. Regardless of any established Credit Limits or Account Credit Limits, the Client agrees to pay and perform when due all of its obligations, including without limitation:
  - i) With respect to Corporate Liability Accounts, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement. The Client shall make payment as specified on Exhibit B for all Transactions posted to a Client Account as reflected on a periodic statement no later than the payment date (the "Payment Date"). If such Payment Date is a Saturday, Sunday, or Bank holiday, the payment shall be due on either the previous or the next business day as specified on the periodic statement. If all or any portion of a payment owed by the Client is not received by the Bank by the Payment Date, then any amounts outstanding shall be subject to the late fees and delinquency fees as specified on Exhibit B until payment in full of all such amounts.
  - B. The Client shall immediately notify the Bank by phone of any Account that the Client knows or suspects has been lost, stolen, misappropriated, improperly used or compromised. The Client shall not be liable for fraudulent Transaction(s) made on an Account by persons other than employees or agents of Client and Client Vendors provided that (i) the Client or Cardholder has immediately notified the Bank as specified in the previous sentence; (ii) neither the Client nor the Cardholder has received any direct or indirect benefit from such fraudulent Transaction(s); (iii) the Program has been set-up and operated by the Client in accordance with Bank's fraud reduction best practices as designated by the Bank (including, but not limited to blocking high risk MCCs; payment to Bank by Client rather than Cardholder for approved expenses; limiting cash advances; adhering to transaction, daily and cycle limits established by the Bank); (iv) Client maintains reasonable security precautions and controls regarding the dissemination, use and storage of Cards and Transaction data; and (v) the Client notifies the Bank no later than ten (10) days after the date a paper or electronic statement in which the fraudulent Transaction(s) first appeared was first made available to the Client.
- C. Payments under this Agreement shall be made in U.S. dollars drawn on a U.S. bank or a U.S. branch of a foreign bank.
- D. If the Client elects to add Convenience Check capabilities to any Account, the Client will be liable for the amount of all Convenience Checks processed, paid, and posted to such Account without regard to any instructions or legends which may appear on such Convenience Checks.

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- E. If the Client allows a Client Vendor to charge Transactions to an Account, the Client is solely responsible for instructing such Client Vendor in the handling and processing of Transactions. Client Vendors are for all purposes agents only of the Client and not of the Bank. No fee shall be payable by the Bank to any Client Vendor for performing any services.

The Bank may request the Client to deliver to the Bank authorization information for each Client Vendor including, but not limited to (a) the name and address of each authorized individual of the Client Vendor, and (b) such other information in such format as the Bank may in its sole discretion request.

The Client shall immediately notify the Bank upon revoking a Client Vendor's authority. Notwithstanding anything to the contrary in this Agreement, the Client shall be liable for all amounts owing and payable under or in connection with each such Account and this Agreement.

5. Intentionally deleted.

6. Credit.

- A. The Bank, at its sole discretion, may authorize extensions of credit with respect to (i) each Account up to the Account Credit Limit, and (ii) all Accounts up to the Credit Limit. Notwithstanding the foregoing, if the Client and/or the Cardholder exceed the Credit Limit and/or the Account Credit Limit, the Client and/or Cardholder shall pay all amounts exceeding the Credit Limit and/or Account Credit Limit as applicable.
- B. If not publicly available through the Securities and Exchange Commission, the Client shall provide the Bank with copies of its consolidated audited financial statements, including its annual income statement and balance sheet, prepared in accordance with GAAP or Government Auditing Standards, as soon as available and no later than 150 days after the end of each fiscal year. The Client shall provide such other current financial information as the Bank may request from time to time. If applicable, the Client will notify the Bank within five Business Days of any change in the Client's bond rating. The Bank shall be entitled to receive, and to rely upon, financial statements provided by the Client to Bank affiliates, whether for purposes of this Agreement or for other purposes.
- C. The Bank at any time may cancel or suspend the right of Cardholders to use any Account or Accounts, or decline to establish any Account. The Bank may, at any time, increase or decrease any Account Credit Limit or the Credit Limit, modify the payment terms, or require the provision of collateral or additional collateral.
- D. The Bank may from time to time require MCC authorization restrictions in connection with the Program.
- E. Notwithstanding the foregoing, the Bank shall not be obligated to extend credit or provide any Account to the Client or any Cardholder in violation of any limitation or prohibition imposed by applicable law.

7. Programs and System Access.

- A. The Bank shall provide the Client with password-protected daily access to Account and Transaction data, reports, and account maintenance functions through use of an Access Code. The Bank shall assign an initial Access Code to the Program Administrator. The Program Administrator shall create and disseminate Access Codes to Authorized Users. Such access shall be provided in accordance with such manuals, training materials, and other information as the Bank shall provide from time to time.
- B. The Client agrees to be bound by and follow the security procedures, terms and conditions that the Bank may communicate from time to time upon notice to the Client.
- C. The Client shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Program Administrator. The Client agrees that any access, Transaction, or business conducted using an Access Code may be presumed by the Bank to have been in the Client's name for the Client's benefit. Any unauthorized use of an Access Code (except for unauthorized use by a Bank employee) shall be solely the responsibility of the Client.
- D. The Bank is authorized to rely upon any oral or written instruction that designates an Authorized User until the authority of any such Authorized User is changed by the Client by oral or written instruction to the Bank, and the Bank has reasonable opportunity to act on such instruction. Each Authorized User, subject to written limitation received and accepted by the Bank, is authorized on behalf of the Client to: open and close Accounts, designate Cardholders, appoint and remove Authorized Users, execute or otherwise agree to any form of agreement relating to the Program, including, without limitation, materials related to security procedures; and give instructions, by means other than a written signature, with respect to any Account opening or closure, designation of Cardholders, or appointment of Authorized Users, and any other matters in connection with the operation of the Program or the System.

- E. In connection with use of the System, the Client may instruct the Bank to furnish specific Transaction data to third parties that provide reporting products or services to the Client. The Bank will transmit the Transaction data, without representation or warranty to such third parties identified in such instructions.
8. **Representations and Warranties.** Each party represents and warrants that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and that execution and performance of this Agreement (i) do not breach any agreement of such party with any third party, (ii) do not violate any law, rule, or regulation, or any duty arising in law or equity applicable to it, (iii) are within its organizational powers, and (iv) have been authorized by all necessary organizational action of such party.
9. **Fees and Charges.** The Client agrees to pay the fees and charges as specified by the Bank, from time to time. The fees initially applicable are specified in Exhibit B attached hereto. The Bank may change the fees, charges and incentives at any time provided the Bank notifies the Client at least thirty (30) days prior to the effective date of the change. Should there be a need to perform services other than those specified in Exhibit B, the Client agrees to pay the fees and charges associated with any such service.
10. **Incentives.** The Bank may pay the Client an annual incentive award. The incentive award schedule initially applicable is specified in Exhibit B. In no event shall the Bank pay the Client an incentive award for the year in which the Agreement is terminated. Notwithstanding the foregoing, should Client terminate the Agreement at the end of a full calendar year, the Bank shall pay the Client an incentive award for such full calendar year. The Client assumes responsibility for compliance with all laws, regulations and contractual obligations applicable to the Client pertaining to receipt of incentives, including but not limited to any relating to any funding sources, where applicable.
11. **Termination.** This Agreement shall have an initial term of four (4) years from the date first written above unless otherwise terminated pursuant to the provisions of this paragraph. Thereafter, this Agreement shall be successively renewed for two (2) two-year terms upon the anniversary of the effective date. This Agreement may be terminated by the Bank at any time for any reason and the Bank may refuse to allow further Transactions or revoke any of the Accounts at any time and for any reason. The Client also may terminate this Agreement and/or cancel any of the Accounts at any time and for any reason. The Client shall immediately pay all amounts owing under this Agreement, without set-off or deduction, and destroy all physical Cards furnished to Cardholders. The Bank will assign the Client all its rights concerning such amounts paid. In the event collection is initiated by the Bank, the Client shall be liable for payments of reasonable attorneys' fees, including but not limited to reasonable in-house counsel fees incurred by the Bank. Sections 2.B, 3.D, 3.G, 3.H, 3.I, 4., 5., 6.A, 8., 11., 12., 13., 14., 16., 17.A, 17.C, 17.F, 17.G, 17.H, 17.I, 17.J, 17.L, and 17.N shall survive the termination of this Agreement.
12. **Default.** As used herein, "Default" includes (i) the Client failing to remit any payment to the Bank as required by this Agreement; (ii) either party filing or suffering a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution, insolvency, or other similar proceedings, or making any assignment for the benefit of creditors; (iii) default by the Client under any material debt owed to any Bank related entity; (iv) any material adverse change in the business, operations or financial condition of the Client.
13. **Remedies and Damages.** Upon the event of a default either party may terminate this Agreement or the Bank may, at its sole option, suspend its services or obligations. In the event of termination, Bank reserves the right to declare all obligations of the Client hereunder immediately due and payable. In no event shall termination or expiration release or discharge the Client from its obligation to pay all amounts payable under this Agreement.
14. **Limitation of Liability and Indemnification.** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The Client shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51, U.S.C., 2001, Section 151 et seq. The Bank shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The Bank agrees to hold harmless the Client from any claims, demand and liabilities resulting from any negligent or willful act or omission on the part of the Bank and/or its agents, servants, and employees in the performance of this Agreement. Notwithstanding the foregoing, the Bank shall not be liable for any special, indirect or consequential damages, even if it has been advised of the possibility of these damages. This provision shall survive termination of this Agreement as to matters that occurred during its term.
15. **Notices.** All notices and other communication required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein 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.  
 300 South Riverside Plaza, Suite IL1-0199  
 Chicago, IL 60670-0199  
 Attn: Commercial Card Contracts Manager

To the Client:

Independent School District Number 1 of Tulsa County

K.O. Box 470208  
Tulsa, Oklahoma 74477-0208  
 Attn: Linda Phillips, Director of Purchasing

16. **Confidentiality.** Except as expressly provided in this Agreement, all information furnished by either party in connection with this Agreement, the Program, or Transactions thereunder shall be kept confidential and used by the other party only in such connection, except to the extent such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed to, or in any document filed with the Securities and Exchange Commission, banking regulator, or any other governmental agencies, or (d) is required by law to be disclosed. Each party shall advise all employees, consultants, agents, and other representatives (collectively, "Representatives") who will have access to confidential information about these obligations. A party shall disclose confidential information only to its Representatives involved in this Agreement, the Program, or the Transactions. Upon termination of this Agreement, each party shall, at its option, return, destroy or render unusable, and discontinue use of all copies of the other party's Confidential Information upon request of the other party. The party receiving such request may, because of system requirements or as may be required by its own record keeping requirements, retain any of the other party's Confidential Information, provided, however, its obligation of confidential treatment shall remain in place. If requested in writing, such party shall certify its compliance with the foregoing provisions. The Bank may exchange Client and Cardholder confidential information with affiliates. The Bank may also disclose confidential information to service providers in connection with their supporting the Bank's provision of Program services. Such providers shall be obligated to keep that information confidential under the same terms and conditions as set forth above obligating the Bank. The Bank may exchange credit or other information concerning the Client or Cardholders with credit reporting agencies and merchants (and, in the case of Cardholder information, with the Client), including but not limited to information concerning Transactions, payment history, reimbursements, and employment status and location. The Bank may in its sole discretion make an adverse report to credit reporting agencies if a Cardholder fails to pay or is delinquent in paying an Account.

The restrictions on use in this Section 16 shall not apply to information or data in aggregated and/or anonymized form, and shall not prohibit the use by Bank of any statistical, aggregate information that is not identified with the Client or any Supplier for creation of statistical marketing studies for research, product development and promotion or strategic planning.

#### 17. Miscellaneous.

- A. Except as otherwise provided herein, neither party shall use the name or logo of the other party without its written consent. If the Client elects to have its Marks embossed on the Cards or provide them to the Bank for other uses, the Client hereby grants the Bank a non-exclusive limited license to apply the Marks to the Cards solely for use in connection with the Program and for no other purpose.
- B. If any provision in this Agreement is held to be inoperative, unenforceable, or invalid, such provision shall be inoperative, unenforceable, or invalid without affecting the remaining provisions, and to this end the provisions of this Agreement are declared to be severable. Failure of either party to exercise any of its rights in a particular instance shall not be construed as a waiver of those rights or any other rights for any purpose.
- C. Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between the Bank and the Client. To the extent either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor.
- D. In the regular course of business, the Bank may monitor, record, and retain telephone conversations made or initiated to or by the Bank, from or to the Client or Cardholders. Further, the Bank may share any such conversations with the Client to the extent permitted by law.
- E. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Client and the Bank and their respective successors and assigns. This Agreement or any of the rights or obligations hereunder may not be assigned by the Client without the prior written consent of the Bank. In no event shall the Client be relieved of liability to the Bank arising hereunder unless and until a purchaser, transferee, assignee, or other successor in interest to the Client's business shall expressly assume such liability in writing, and the Bank accepts such assumption of liability in writing, which acceptance by the Bank shall be solely within the Bank's discretion.

- F. The Bank shall not be held responsible for any act, failure, event, or circumstance addressed herein if such act, failure, event, or circumstance is caused by conditions beyond its reasonable control.
- G. This Agreement embodies the entire agreement and understanding between the Client and the Bank and supersedes all prior agreements and understandings between the Client and the Bank relating to the subject matter hereof. All representations and warranties of the Client contained in this Agreement shall survive the execution of this Agreement and consummation of the Transactions contemplated hereunder.
- H. This Agreement may be amended or waived only by notice to the Client in writing from the Bank. All remedies contained in this Agreement or by law afforded shall be cumulative and all shall be available to the parties hereto.
- I. If applicable, any taxes (excluding federal and state income taxes on the overall net income of the Bank) or other similar assessments or charges payable or ruled payable by any governmental authority in respect of the Agreement or the Transactions contemplated hereunder shall be paid by the Client together with interest and penalties, if any. To the extent that the Client would have or be able to claim sovereign immunity in any action, claim suit or proceeding brought by the Bank, the Client irrevocably waives and agrees not to claim such immunity.
- J. Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Agreement. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- K. **International Transactions and Fees.** International Transactions include any Transaction made in a foreign currency or that is made outside the United States of America even if it is made in U.S. dollars. If an International Transaction is made in a currency other than U.S. dollars, the Association will convert the Transaction into U.S. dollars using its respective currency conversion procedures. The exchange rate each Association 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. The Bank reserves the right to charge an International Transaction Fee, as specified in Exhibit B. The International Transaction Fee will be calculated on the U.S. dollar amount provided to the Bank by the Association. The same process and charges may apply if any International Transaction is reversed.
- L. 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 Agreement. This Agreement shall become effective as of the date first appearing above when each of the parties hereto shall have signed a counterpart hereof.
- M. 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 OKLAHOMA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. CLIENT HEREBY WAIVES ANY RIGHT TO PERSONAL SERVICE OF ANY PROCESS IN CONNECTION WITH ANY ACTION, AND HEREBY AGREES THAT SERVICE MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE CLIENT AS SPECIFIED IN SECTION 16. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

[SIGNATURE PAGE TO FOLLOW]

JP Morgan Chase Bank, N.A.

BANK

By:

Name:

Title:

INDEPENDENT SCHOOL DISTRICT NUMBER 1 OF TULSA  
COUNTY

By:

Name:

Title:

## Client Attestation:

APPROVED AND FORWARDED

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

By:

Name:

Title:

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

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**EXHIBIT A  
CARDHOLDER AGREEMENT  
(IF APPLICABLE)**

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**EXHIBIT B****INCENTIVES & FEES | JPMORGAN CHASE BANK, N.A./CHASE USA BANK, N.A.****Oklahoma Purchasing Card Agreement****DEFINITIONS**

"Association" means either MasterCard or Visa.

"Average Annual Spend per Card" means the result of annual Charge Volume divided by the average number of open Accounts. The average number of open Accounts is calculated as the number of Accounts open at each month-end, averaged over a Contract Year.

"Average Filoturn" means the number of days between the transaction posting date and the posting date of payment in full, averaged over the rebate calculation period.

"Average Large Ticket Transaction Size" means Large Ticket Transaction Volume divided by the total number of transactions included in the calculation of Large Ticket Transaction Volume.

"Charge Volume" means total U.S. dollar charges on a Bank Commercial Card, net of returns, and excluding Large Ticket Transactions, cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Client Charge Volume" means the combined Charge Volume and Single Use Charge Volume made by the Client.

"Combined Charge Volume" means the aggregate of Client Charge Volume and Participant Charge Volume.

"Contract Year" means a 12-month period beginning on July 1 or any anniversary of such date.

"Credit Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible, excluding Fraud Losses.

"Fraud Losses" means all amounts due to Bank in connection with any Account that Bank has written off as uncollectible as a result of a card being lost, stolen, misappropriated, improperly used or compromised.

"Large Ticket Transaction" means a transaction that the Associations have determined is eligible for a Large Ticket Rate. As of the date of this Agreement, Large Ticket Transactions must (i) occur at a non-Travel & Entertainment Merchant Category Code (MCC), (ii) include enhanced transaction data, and (iii) be acknowledged by the supplier's acquirer as a Large Ticket Transaction. Large Ticket Transaction requirements are subject to change at any time by the Association.

"Large Ticket Transaction Volume" means total U.S. dollar Large Ticket Transactions made on a Bank Commercial Card or Single Use Account, net of returns and excluding cash advances, convenience check amounts, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Losses" means all Credit Losses and Fraud Losses.

"Participant Charge Volume" means the combined Charge Volume and Single Use Charge Volume made by a Participant.

"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.

"Single Use Charge Volume" means total U.S. dollar charges made on a Single Use Account, net of returns, and excluding Large Ticket Transactions, cash advances, fraudulent charges and any transactions that do not qualify for interchange under applicable Association rules.

"Single Use Account" means a Card-less Account used in connection with a single, unique transaction.

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**INCENTIVES****Volume Incentive**

Bank will pay the Client and each Participant a volume incentive as follows: (i) the annual Combined Charge Volume will be used to determine which row within the grid has been achieved by the Client and the Participants on an aggregated basis and (ii) the Client Charge Volume or each Participant Charge Volume will be used to determine which column within the grid has been achieved by the Client or such Participant on an individual basis. The volume incentive will be calculated by multiplying the incentive rate achieved individually according to the grid by the applicable annual Client Charge Volume or applicable annual Participant Charge Volume.

<b>ANNUAL CHARGE VOLUME BY CLIENT OR ANNUAL PARTICIPANT CHARGE VOLUME ON AN INDIVIDUAL BASIS</b>		
<b>ANNUAL COMBINED CHARGE VOLUME</b>	<b>UNDER \$1MM</b>	<b>\$1MM OR GREATER</b>
Less than \$75,000,000	0.95%	1.54%
\$ 75,000,000	1.00%	1.55%
\$ 100,000,000	1.02%	1.55%
\$ 125,000,000	1.04%	1.57%
\$ 150,000,000	1.06%	1.57%
\$ 200,000,000	1.08%	1.59%

**Settlement Terms Incentive Adjustment**

The incentive rate achieved by the Client or Participant on an individual basis will be adjusted according to the following schedule. If the Client or such Participant elects Settlement Terms shorter than 30 & 14 as referenced in the Agreement or Participation Agreement:

<b>SETTLEMENT TERMS</b>	<b>INCENTIVE RATE ADJUSTMENT</b>
30 & 7	+0.07%
14 & 14	+0.08%
14 & 7	+0.15%
7 & 7	+0.18%
Daily	+0.25%

**Average Fileturn Escalator**

The Bank will pay Client or Participant on an individual basis an additional incentive based on its Average Fileturn throughout the year. If, on average, payment for the prior period full balance is received in fewer days from cycle end than required under the terms of this Agreement, an Average Fileturn escalator of 0.01% per full day of early payment will be earned.

**Large Ticket Incentive – Purchasing Program**

Bank will pay the Client or Participant on an individual basis an annual rebate of 0.50% on Client's annual Large Ticket Transaction Volume or applicable Participant's annual Large Ticket Transaction Volume for 30 day cycle and 14 day payment terms.

**Large Ticket Incentive – Single Use Account Program**

Bank will pay the Client and Participant on an individual basis an annual incentive based on annual Average Large Ticket Transaction Size and annual Large Ticket Transaction Volume according to the following schedule, when annual Combined Charge Volume threshold requirements are achieved. The incentive will be calculated as the incentive rate times the Client or such Participant's annual Large Ticket Transaction Volume.

AVERAGE LARGE-TICKET TRANSACTION SIZE	REBATE RATE
Less than \$25,000*	0.40%
\$25,000-\$99,999.99	0.20%
Greater than \$100,000	0.10%

\*Note currently (i) \$7,200-\$25,000 for MasterCard programs and (ii) \$4,200-\$25,000 for Visa programs. All thresholds are at the discretion of the Acquirer and are not determined by the Bank. "Acquirer" is the financial institution that processes transactions for each merchant.

**Single Use Maintenance Fee and Incentive Adjustment for PaymentNet Solution**

For programs on the PaymentNet platform, incentives will be paid at the same rebate rate as the purchasing program. If a minimum of \$10,000,000 in Single Use Charge Volume for the Client or Participant on an individual basis is not achieved, additional fees or incentive reductions may apply. Specific applicable terms will be included in a Single Use Account addendum.

**Single Use Incentive Adjustment for Smartdata Solution**

Single Use Account programs on the Smartdata platform may be subject to minimum volume requirements and additional fees. In addition, the Volume Incentive grid will be reduced by 0.25% - 0.50% for Single Use Charge Volume associated with such programs. Specific applicable terms will be included in a Single Use Account addendum.

**Interchange Rate Adjustment**

In the event of a reduction in Interchange rates by the Associations, the Bank reserves the right to ratably adjust the rebate rates accordingly.

**General Rebate Terms**

Incentives will be calculated annually in arrears. Incentive amounts are subject to reduction by all Losses. If Losses exceed the rebate earned for any Contract Year, Bank will invoice the Client or such Participant for the amount in excess of the incentive, which amount shall be payable within thirty (30) days. Upon termination of the Program, actual Losses will be determined and any earned rebate will be paid 180 days following the date of termination.

For the Client and those Participants that execute a Participation Agreement by November 30, 2010, the Bank will calculate a rebate for the period beginning on the execution date of the Agreement or applicable Participation Agreement to December 31, 2010. The actual Combined Charge Volume for such period will be annualized for the purpose of determining the rebate rate to be applied to such actual Client Charge Volume or applicable Participant Charge Volume. Rebate payment for such period will be made within 90 days after December 31, 2010.

Thereafter, and for those Participants that execute a Participation Agreement following November 30, 2010, rebate payments will be made within 90 days after the end of the Contract Year via wire transfer to an account designated by the Client or such Participant. The rebate for the first Contract Year will be adjusted for a full twelve month period of Combined Charge Volume to determine the rebate rate. The rebate will be calculated on actual Client Charge Volume and applicable Participant Charge Volume for the period beginning on the execution date of the Agreement or applicable Participation Agreement the end of the first Contract Year (June 30, 2011) less any previous payments made in the first quarter of 2011.

To qualify for any rebate payment, all of the following conditions apply.

- Settlement of any centrally billed account(s) must be by automatic debit or by Client or Participant initiated ACH, wire or check.
- Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Past Due Fees as specified below. Settlement Terms are 30 day cycle & 14 days to pay unless otherwise agreed to in writing in the Agreement or Participation Agreement signed by both parties.
- The Client or such Participant must maintain a satisfactory Bank credit risk rating (investment grade equivalent).
- The Client or such Participant is not in Default under the Agreement.

**FEES FOR PROGRAMS USING J.P. MORGAN'S PAYMENTNET SOLUTION**

The following are the fees associated with our purchasing card program in the United States:

<b>PROGRAM FEES</b>	
Annual card fee	\$0.00
Cash advance fee	2.5% (\$2.50 minimum)
Convenience check fee	2% of check amount (\$1.50/check minimum)
Rejected convenience check	\$0.00 per occurrence
Convenience check stop payment	\$0.00
Standard card replacement	\$0.00 per card
Card reinstatement	\$0.00
Emergency (rush) card replacement	\$25 per card if effected through J.P. Morgan. If effected through the association, customer shall pay any fees charged by the association.
Return check (payment)	\$15 per return
ACH return	\$20 per return
Document retrieval	Dispute-related: \$0.00 Non-dispute-related: 3 copy requests free per year, then \$5 per copy request
Duplicate statement	\$8 per statement
Currency conversion fee	1% surcharge (association pass-through)
Dormant credit balance fee	\$0.00
Over-limit fee	\$0.00
Miscellaneous fees	Pass-through charges for other specialized services (case-by-case fee)
<b>PAST DUE FEES</b>	
Late fee	Central Bill: 1% of unpaid balance at cycle; charged on cycle date
Finance charge	None
Delinquency fee	2.5% of the full amount past due (30- & 60-day+) at cycle and each cycle thereafter; charged on cycle date.
<b>CARD DESIGN</b>	
Basic plastic	\$0.00
Customer logo plastic	\$0.00
Customized plastic	\$1 per card, subject to a 1,000 card minimum for any new cards
<b>TRAINING AND CONSULTING</b>	
Training at J.P. Morgan's site	\$0.00 (customer T&E not included)
Training at your site(s)	\$0.00 for first session; additional sessions @ \$950/day
<b>TECHNOLOGY SERVICES</b>	
PaymentNet setup fee	Waived



EDI setup/transmission	Pass-through on all setup and development costs
Paper statements	\$0.00
Electronic payment fee	\$0.00
Custom reporting/mapper programming/post-loader	\$250 per hour (\$1,000 minimum)
<b>OPTIONAL PROGRAM/TECHNOLOGY SERVICES</b>	
File transfer using FTP	Daily—\$500/month
	Weekly—\$250/month
	Bi-weekly—\$125/month
	Monthly—\$75/month

Should the Client request services not in this schedule, the Client agrees to pay the fees associated with such services.

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## FEES FOR PROGRAMS USING THE SMARTDATA SYSTEM

The following are the fees associated with our purchasing card program in the United States:

<b>PROGRAM FEES</b>	
Annual card fee	\$0.00
Cash advance fee	2.0% (\$3.00 minimum)
Convenience check fee	2% of check amount (\$1.50/check minimum)
Rejected convenience check	\$0.00
Convenience check stop payment	\$0.00
Standard card replacement	\$0.00 per card
Card reinstatement	\$0.00
Emergency (rush) card replacement	\$25 per card if effected through J.P. Morgan. If effected through the association, customer shall pay any fees charged by the association.
Return check (payment)	\$15 per return
ACH return	\$20 per return
Document retrieval	Dispute-related: \$0.00 Non-dispute-related: \$8 per document
Duplicate statement	\$8 per statement
Currency conversion fee	1% surcharge (association pass through)
Dormant credit balance fee	\$0.00
Over-limit fee	\$0.00
Miscellaneous fees	None
<b>PAST-DUE FEES</b>	
Finance charge	Prime + 2% is applied to the average daily, which is calculated as follows: (past due balance + any new spend) / number of days in cycle. Will be charged on the cycle date.
<b>CARD DESIGN</b>	
Basic plastic	\$0.00
Customer logo plastic	\$0.00
Customized plastic	At cost (pass-through), based on complexity of design, subject to a 1,000 card minimum
<b>TRAINING AND CONSULTING</b>	
Training at J.P. Morgan's site	\$0.00 (customer T&E not included)
Training at your site(s)	\$0.00 for first session; additional sessions @ \$950/day
<b>TECHNOLOGY SERVICES</b>	
Paper statements	\$0.00
Electronic payment fee	\$0.00
Custom reporting/mapper programming/post-loader	Smartdata custom mapper; priced by MasterCard; pass-through charge
<b>OPTIONAL PROGRAM/TECHNOLOGY SERVICES</b>	

File transfer using FTP	Daily—\$500.00/month
	Weekly—\$250.00/month
	Bi-weekly—\$125.00/month
	Monthly—\$75.00/month
Smartdata setup fee	\$0.00
Smartdata monthly maintenance fee	\$50 per program per month WAIVED
Smartdata real time	\$0.00

Should the Client request services not in this schedule, the Client agrees to pay the fees associated with such services.

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

THIS PARTICIPATION AGREEMENT (the "Participation Agreement") is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, ("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") a national banking association.

### WITNESSETH:

WHEREAS, pursuant to that certain Commercial Card Agreement dated as of \_\_\_\_\_ (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.  
300 South Riverside Plaza, Suite IL1-0199  
Chicago, IL 60670-0199  
Attn: Commercial Card Contracts Manager

To the Participant: \_\_\_\_\_

Attn: \_\_\_\_\_

5. **Rebates.** 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 [ ] and [ ].

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: \_\_\_\_\_






# JP Morgan Chase Contract 22-23

Final Audit Report

2022-12-02

Created:	2022-12-01
By:	Erin Whitworth (whitwer@tulsaschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJYtI9WJcddnsBe7lcpEgSOoSi5-UiWP

## "JP Morgan Chase Contract 22-23" History

-  Document created by Erin Whitworth (whitwer@tulsaschools.org)  
2022-12-01 - 2:30:17 PM GMT- IP address: 184.179.123.120
-  Document emailed to Rachael Vejraska (vejrara@tulsaschools.org) for signature  
2022-12-01 - 2:32:35 PM GMT
-  Email viewed by Rachael Vejraska (vejrara@tulsaschools.org)  
2022-12-02 - 8:24:39 PM GMT- IP address: 184.179.123.122
-  Document e-signed by Rachael Vejraska (vejrara@tulsaschools.org)  
Signature Date: 2022-12-02 - 8:25:08 PM GMT - Time Source: server- IP address: 184.179.123.122
-  Agreement completed.  
2022-12-02 - 8:25:08 PM GMT



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## NON-COLLUSION AFFIDAVIT

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

KEITH RUDNICK

AUTHORIZED OFFICER

Type Name of Authorized Agent/Representative

Title

*[Signature]*

Signature

J. P. MORAN CHASE BANK, N.A.

Company Name

1111 POLARIS PARKWAY COLUMBUS, OH

43240

Address

Zip Code

Telephone Number and Fax Number, if any

### TO BE COMPLETED BY THE NOTARY:

State of TEXAS

County of TARRANT

SS.

[\*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this 22 day of APRIL, 2025 by Keith Rudnick  
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

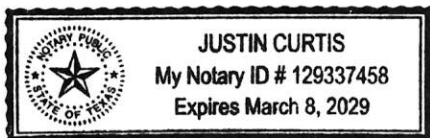
My Commission Number: 129337458  
[Oklahoma]

JUSTIN CURTIS  
Type Name of Notary Public

My Commission Expires: 03/08/2029  
[Date/Year]

*[Signature]*  
Signature of Notary Public

[49 Okla. Stat. 2011 §119]



## NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

- a. That the Proposer will make all reasonable efforts to not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, sexual orientation, gender identity, national origin, ancestry or disability. The Proposer shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, age, national origin, sexual orientation, gender identity, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Proposer agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;
- b. That the Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.
- c. In the event of the Proposer's non-compliance with the above non-discrimination clause, this Agreement/Contract may be canceled or terminated by the Contracting Entity. The Proposer may be declared by the Contracting Entity ineligible for further Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Proposer.

### THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO AGREEMENT/ CONTRACT AWARD

Sign Here **X** *Keith Rudnick*  
Signature of Individual

Authorized Officer  
Title

Keith Rudnick  
Printed Name of Individual

1111 Polaris Parkway Columbus, OH 43240  
Company Name and Address

Zip Code

Telephone Number and Fax Number if any



APPROVED by Council and signed by the Mayor of the City of Oklahoma City this 6TH

day of MAY, 2025.

ATTEST:

Amy K. Simpson  
CITY CLERK



David Holt  
MAYOR

REVIEWED for form and legality.

Jonathan Garcia  
ASSISTANT MUNICIPAL COUNSELOR

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