

**COMMERCIAL CARD AGREEMENT
(PIGGYBACK AGREEMENT)**

This Piggyback Agreement is entered into and is effective as of _____, 2024 (the “Effective Date”), by and between **SEMINOLE COUNTY, FL** (the “Client”) and **JPMORGAN CHASE BANK, N.A.** (the “Bank”) (each may individually be referred to as a “Party” and collectively as the “Parties”).

Recitals

WHEREAS, Pasco County, FL, a political subdivision of the state of Florida, by and through its Board of County Commissioners (the “Original Client”) issued a Request for Proposals (“RFP”) for the purpose of receiving proposals to provide commercial card services as described in the RFP (the “Services”).

WHEREAS, the Bank responded to the RFP and the Original Client selected the Bank as the successful proposer to the RFP.

WHEREAS, the Bank and the Original Client entered into a Master Commercial Card Agreement dated August 8, 2023 pursuant to the RFP under which the Bank agreed to perform the Services for the Original Client in accordance with the terms and conditions described therein (the “Main Contract”), which is attached hereto as Exhibit A.

WHEREAS, the Client has the legal authority and is duly authorized to purchase services from a vendor who has been awarded a contract procured pursuant to a competitive bid by another governmental entity when seeking to utilize the same or similar services provided for in said contract.

WHEREAS, the Client has determined that the Original Client selected the Bank through procedures substantially similar to the Client’s own purchasing policies.

WHEREAS, the Client desires to “piggyback” onto the Main Contract and wishes to receive the same or similar Services under such Main Contract as applicable to the Client, and the Bank consents to the aforesaid “piggyback.”

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Performance of the Services. The Bank agrees to provide the Services to the Client in accordance with the terms and conditions of the Main Contract, at the prices specified or described therein or as otherwise mutually agreed. Pricing for Services utilized by the Client but not subject to the Main Contract pricing and additional services and options that the Client may add in the future will be as mutually agreed, and if required, subject to execution of applicable documentation.
2. Description of the Agreement. The entire and integrated “Agreement” between the Client and the Bank is comprised of the following documents: (i) this commercial card “piggyback” agreement (the “Base Agreement”); and the following documents incorporated herein by reference: (ii) the Main Contract; and (iii) related Bank documentation and such supplements, amendments, and additional program service terms as may be provided from time to time (“Program Documentation”), to the extent applicable to the provision of Services to the Client. In the event of any inconsistencies between the terms in the documents described in the preceding sentence, the order of precedence shall be as follows: this Base Agreement, the Main Contract, and the Program Documentation. All references to the Original Client in the Main Contract shall be construed for the purposes of this Agreement as applying to the Client except as otherwise provided in this Agreement.
3. Term of the Agreement. This Base Agreement shall have an initial term of five (5) years from the Effective Date. Thereafter, this Base Agreement may be renewed for up to three (3) one year terms if

mutually agreed in writing by both parties. This Base Agreement shall remain in effect according to its terms without regard to the continued existence or enforceability of the Main Contract with respect to the original parties thereto.

4. Notices. All notices given pursuant to this Agreement, except as may otherwise be specified in the applicable Program Documentation, shall be sent by ordinary mail, courier, facsimile transmission, electronic transmission, through internet sites, or by such other means as the Client and the Bank may agree upon, at such address as either Party may from time to time specify to the other Party.
5. Representations and Warranties.
 - a. Each Party to this Agreement represents and warrants that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
 - b. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the Party on whose behalf he or she is executing.
 - c. Client represents and warrants that the execution and performance of the Agreement does not violate any law, rule or regulation, or any duty arising in law or equity applicable to Client, including without limitation, FS 287.056-057.
 - d. Client further represents and warrants that its policies allow for “piggybacking” and that such policies and any related procedures have been duly complied with prior to entering into this Agreement.
6. Miscellaneous.
 - a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement of the Parties hereto and supersedes any prior understanding or agreement between the Parties respecting the within subject matter.
 - b. Neither Party shall be deemed to have waived any right or remedies under this Agreement unless such waiver is in writing and signed by the waiving Party. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
 - c. This Base Agreement may be amended or waived, subject to applicable law, only in writing signed by both Parties; provided, however, that, in the event the Bank is required to amend this Base Agreement due to (i) changes in applicable laws or regulations, (ii) changes in network rules or (iii) a change to Bank’s commercial card program offering that affects all or substantially all of Bank’s clients with commercial card programs, the Bank may unilaterally change the terms of this Base Agreement upon thirty (30) days prior written notice to the Client. The Client shall be deemed to have accepted such change if the Client continues to use the Program following the effective date of such change.
 - d. In case any provision of this Base Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the Parties.
 - e. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.
 - f. This Base Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Base Agreement to be executed by their respective authorized officers as of the Effective Date.

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 Agreement. 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 Agreement 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.

SEMINOLE COUNTY, FL

By: _____

Name: _____

Title: _____

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 Agreement and that the person signing above on behalf of Client, whose execution of this Agreement 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 Agreement. Client shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By _____

Name _____

Title _____

By _____

Name _____

Title _____

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

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT A

MAIN CONTRACT

Master Commercial Card Agreement for Pasco County