



# WAUKESHA COUNTY

PURCHASING DIVISION  
DEPARTMENT OF ADMINISTRATION

AMENDMENT NO. 1 to Contract No. **0547**

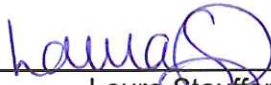
THE AGREEMENT, identified in the above caption by number between Waukesha County and **JP Morgan Chase, N.A.** (CONTRACTOR), is hereby amended, modified, altered and changed in the following respects only:

**Whereas Waukesha County and Contractor have mutually agreed to extend the agreement for an additional two years with a revised rebate structure, Contract has been modified as follows:**

1. Dates of service have been extended through February 28, 2011.
2. The Financial Proposal dated June 20, 2008, herein attached and incorporated by reference as Exhibit C, will be made retroactive to the contract period commencing March 1, 2008.
3. Contractor agrees that when implementing new programs, their Implementation Team will work with agencies to assure they understand the rebate structure and the impact their spend and number of cards will have on the overall program.

This Amendment is made in consideration of the payments, performances, promises and covenants and obligations set forth in the original Agreement and this Amendment.

This Amendment shall in no way act as a waiver of the price, terms and conditions and obligations, not specifically amended in this document, imposed on the parties by the original Agreement executed by them and identified in the above caption. All rights or obligations, which either of the parties has by virtue of the original Agreement, shall remain in full force and effect, except as is expressly and specifically amended, modified, altered or changed in this Amendment.

WAUKESHA COUNTY	CONTRACTOR (To be signed by one person authorized to legally bind your firm to this contract).
	Firm: JPMorgan Chase Bank, N.A.
	Address : 300 S. Riverside Plaza, Suite IL1-0199
	City & State: Chicago, Illinois
	Zip Code: 60670
 _____ Laura Stauffer, CPCU, ARM Manager of Risk/Purchasing	BY:  _____ (Manual Signature Required)
Date: <u>8/22/08</u>	TITLE: <u>CLARE T. TRAUTH</u> Vice President
	DATE: <u>8/20/08</u>
	WITNESS:  _____ (Manual Signature Required)
	DATE: <u>8/20/08</u>

Commercial Card Services  
Financial Proposal

Prepared for:

Wisconsin Public Sector Consortium

June 20, 2008

EXHIBIT C

## Definitions

"Average Annual Spend per Card" means the result of annual Consortium 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 the Contract Year.

"Average Annual Spend per Participating Agency" means the annual Charge Volume for the entire consortium programs divided by the number of Participating Agencies.

"Average Transaction Size" means Charge Volume divided by the total number of transactions included in the calculation of Charge Volume for any given period.

"Charge Volume" means total U.S. dollar charges made on a Bank Commercial Card, net of returns, and excluding cash advances, and fraudulent charges.

"Consortium Average Transaction Size" means aggregate Consortium Charge Volume divided by the total number of transactions included in the calculation of Consortium Charge Volume for any given period.

"Consortium Charge Volume" means aggregate Charge Volume made by all Participating Agencies.

"Contract Year" means a twelve-month period commencing on March 1 each year and ending on February 28 of the following year for the term of this Agreement.

"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.

"Losses" means all Credit Losses and Fraud Losses.

"Participating Agencies" means (i) City of Green Bay, Waukesha County, City of Brookfield, City of Oconomowoc, Racine County, Walworth County, Waukesha County School District and (ii) such other public sector entities within the State of Wisconsin that has estimated commercial card Charge Volume of at least \$200,000.

"Participating Agency Charge Volume" means Charge Volume transacted by each individual Participating Member.

"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.

"Speed of Payment" means the number of calendar days after a billing cycle end until the date that full payment of the cycle end balance is received by the Bank.

## Program Assumptions

Purchasing	
Volume	\$15,000,000
Cards	200
Settlement Terms	30/14
Reporting Solution	SDOL
Program Type	Central
Billing	Company
Pay	Company
Liability	Corporate

The above program assumptions in no way pertain to or are directly tied to the requirements for any agency to receive a rebate under this program.

## Financial Incentives

### Volume Rebates

JPMorgan Chase will pay a rebate based on the annual Consortium Charge Volume achieved according to the following schedule. The rebate will be calculated as the Rebate Rate times the annual Consortium Charge Volume. Each agency's rebate will then be based on their Average Transaction size and not the average transaction size of the consortium.

Qualified Annual Charge Volume	Participating Agency Average Transaction Size								
	\$100	\$125	\$150	\$175	\$200	\$225	\$250	\$275	\$300
<b>\$3,000,000</b>	0.40%	0.41%	0.45%	0.47%	0.50%	0.52%	0.55%	0.57%	0.60%
<b>\$5,000,000</b>	0.45%	0.46%	0.50%	0.52%	0.55%	0.57%	0.60%	0.62%	0.65%
<b>\$7,000,000</b>	0.50%	0.51%	0.55%	0.57%	0.60%	0.62%	0.65%	0.67%	0.70%
<b>\$10,000,000</b>	0.55%	0.56%	0.60%	0.62%	0.65%	0.67%	0.70%	0.72%	0.75%
<b>\$15,000,000</b>	0.60%	0.61%	0.65%	0.67%	0.70%	0.72%	0.75%	0.77%	0.80%
<b>\$17,500,000</b>	0.68%	0.69%	0.73%	0.75%	0.78%	0.80%	0.82%	0.84%	0.88%
<b>\$20,000,000</b>	0.76%	0.77%	0.81%	0.83%	0.86%	0.88%	0.91%	0.93%	0.96%
<b>\$22,500,000</b>	0.80%	0.81%	0.90%	0.92%	0.93%	0.95%	0.98%	1.00%	1.08%
<b>\$25,000,000</b>	0.81%	0.82%	0.95%	0.97%	1.00%	1.02%	1.05%	1.07%	1.10%
<b>\$30,000,000</b>	0.82%	0.83%	1.00%	1.02%	1.05%	1.07%	1.10%	1.12%	1.15%
<b>\$35,000,000</b>	0.83%	0.84%	1.05%	1.07%	1.10%	1.12%	1.15%	1.17%	1.20%

Qualified Annual Charge Volume	Participating Agency Average Transaction Size							
	\$325	\$350	\$375	\$400	\$425	\$450	\$475	\$500
<b>\$3,000,000</b>	0.61%	0.62%	0.63%	0.64%	0.65%	0.65%	0.66%	0.67%
<b>\$5,000,000</b>	0.66%	0.67%	0.68%	0.69%	0.70%	0.70%	0.71%	0.72%
<b>\$7,000,000</b>	0.71%	0.72%	0.73%	0.74%	0.75%	0.75%	0.76%	0.77%
<b>\$10,000,000</b>	0.76%	0.77%	0.78%	0.79%	0.80%	0.80%	0.81%	0.82%
<b>\$15,000,000</b>	0.81%	0.82%	0.83%	0.84%	0.85%	0.85%	0.86%	0.87%
<b>\$17,500,000</b>	0.89%	0.90%	0.91%	0.92%	0.93%	0.93%	0.94%	0.95%
<b>\$20,000,000</b>	0.97%	0.98%	0.99%	1.00%	1.01%	1.01%	1.02%	1.03%
<b>\$22,500,000</b>	1.09%	1.10%	1.11%	1.12%	1.13%	1.13%	1.14%	1.15%
<b>\$25,000,000</b>	1.11%	1.12%	1.13%	1.14%	1.15%	1.15%	1.16%	1.17%
<b>\$30,000,000</b>	1.16%	1.17%	1.18%	1.19%	1.20%	1.20%	1.21%	1.22%
<b>\$35,000,000</b>	1.21%	1.22%	1.23%	1.24%	1.25%	1.25%	1.26%	1.27%

Participating Agencies may elect 30/25 Settlement Terms, provided, however, such election will result in a reduction of 10 basis points from the above rebate schedule.

## Program Size Incentive

Participating Agencies with Annual Charge Volume in excess of the amounts in the following schedule will receive a rebate calculation adjustment according to the following schedule:

Customer Annual Spend	Rebate Adjustment
\$3,000,000	0.02%
\$5,000,000	0.05%
\$10,000,000	0.10%

## General Rebate Terms

Rebates will be calculated annually in arrears based on the applicable Contract Year. Rebate amounts are subject to reduction by all Losses, subject to Section 4B of the Agreement. If Losses exceed the rebate earned for any calendar year, Bank will invoice the Client for the amount in excess of the rebate, which amount shall be payable within 14 days. Upon termination of the Program, the Losses for the six-month period immediately preceding the termination will be deemed to be equal to the Losses for the prior six-month period. In no event shall the Bank pay the Client a rebate for the year in which this Agreement is terminated.

Rebate payments will be calculated after February 28 for the previous twelve months and paid in the following quarter via Automated Clearing House ("ACH") credit to an account designated by the Client.

The annual rebates provided will be applied based on the following timeframes:

- Year 1: For the period 3/1/08 through 2/28/09
- Year 2: For the period 3/1/09 through 2/28/010
- Year 3: For the period 3/1/10 through 2/28/11

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

- a. Settlement must be by centrally billed account(s) and made by ACH or wire or check.
- b. Payments must be received by Bank in accordance with the Settlement Terms. Delinquent payments shall be subject to a Finance Charge as specified below. Settlement Terms are 30 & 14.
- c. The Average Transaction Size must be equal to or greater than \$100 for the Contract Year.
- d. The Average Annual Spend per Card must be equal to or greater than \$4,000 for the Contract Year.
- e. The Client is not in Default under the Agreement.
- f. Account(s) must be current at the time of rebate calculation and payment.
- g. Rebates must be at least \$100 to be paid.
- h. The Consortium Charge Volume must be at least \$3,000,000 to qualify for rebates.
- i. Customer must have a satisfactory JPMorgan Chase credit risk rating.

## FEES

### Annual Card Fees\*

Waived

### Incidental Fees

Plastic Design (assessed per order)

Standard

No Charge

Graphix Card Design (one standard color)\*

\$350 per side per proof

\*(Available only for programs with 20 or more cards)

Copy Retrieval Fee (applies only to non-disputed items)

\$8.00 per receipt

FAST Card (24-hour card replacement)

\$20 per card

Cash Advance

2% (\$3.00 minimum)

Finance Charge Rate (applies only to past due accounts)

Prime Rate + 2%

International Transaction Fee:

up to 1% of the transaction amount

### Reporting Fees

Smart Data OnLine – Monthly Subscription Fee

No charge

### Cardholder Fees (Applies to individual billing only)

Late Payment Fee

\$15 per Card per past due payment by Cardmember

Returned Check Fee

\$15 per Cardmember check returned

Finance Charge Rate (applies only to past due accounts)

Prime Rate + 6.4%

### Data File Fees (T&E Expense System or ERP System)

Set Up Fee

\$300 per program

Monthly Fee

\$50 per program per month

### Other

Should Customer request services not in this schedule, Customer agrees to pay the fee associated with such service.