



County of Fairfax, Virginia

AMENDMENT

Date: JUN 1 2017

AMENDMENT NO. 2

CONTRACT TITLE: Procurement Card Services

CONTRACTOR

JPMorgan Chase Bank, N.A.
10 S. Dearborn, 6th FL
Mail Code IL1-0286
Chicago, IL 60603-2300

VENDOR CODE

1000011438

CONTRACT NO.

4400007090

By mutual agreement, Contract 4400007090 is amended to incorporate the attached Second Amendment to the Master Commercial Card Agreement.

All other terms and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Finance – Accounts Payable/e
DPMM – Ron Shoram/e
DPMM – Viki Wilkerson
FCPS – Matt Gossage/e

Contractor
Contract Specialist – J. Pun
ACS, Team 1 – J. Waysome

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

SECOND AMENDMENT TO MASTER COMMERCIAL CARD AGREEMENT

THIS SECOND AMENDMENT (the "Amendment") to Master Commercial Card Agreement (as amended, supplemented, restated, or replaced from time to time, the "Agreement") dated as of July 8, 2016 between JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank") and County of Fairfax, Virginia ("Client") is made as of May 16th, 2017 (the "Execution Date") and is effective as of January 1, 2017 (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:

- Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
- Amendment.** The "Volume Rebate Grid" in Section 3.A of Exhibit 1 to the Master Terms is hereby deleted in its entirety and replaced with the following:

Annual Consortium Combined Total Charge Volume	Individual Consortium Participant's Annual Combined Total Charge Volume @ 30 & 14 Settlement Terms											
	\$1	\$250,000	\$500,000	\$1,000,000	\$2,000,000	\$5,000,000	\$7,500,000	\$10,000,000	\$15,000,000	\$25,000,000	\$50,000,000	\$100,000,000
\$100,000,000	0.00%	0.25%	0.50%	1.06%	1.26%	1.46%	1.51%	1.56%	1.59%	1.61%	1.71%	1.75%
\$150,000,000	0.00%	0.25%	0.50%	1.07%	1.27%	1.47%	1.52%	1.57%	1.60%	1.62%	1.72%	1.78%
\$200,000,000	0.00%	0.25%	0.50%	1.08%	1.28%	1.48%	1.53%	1.58%	1.61%	1.63%	1.73%	1.83%
\$250,000,000	0.00%	0.25%	0.50%	1.09%	1.29%	1.49%	1.54%	1.59%	1.62%	1.64%	1.74%	1.84%
\$300,000,000	0.00%	0.25%	0.50%	1.10%	1.30%	1.50%	1.55%	1.60%	1.63%	1.65%	1.75%	1.85%
\$350,000,000	0.00%	0.25%	0.50%	1.11%	1.31%	1.51%	1.56%	1.61%	1.64%	1.66%	1.76%	1.86%
\$400,000,000	0.00%	0.25%	0.50%	1.12%	1.32%	1.52%	1.57%	1.62%	1.65%	1.67%	1.77%	1.87%
\$450,000,000	0.00%	0.25%	0.50%	1.13%	1.33%	1.53%	1.58%	1.63%	1.66%	1.68%	1.78%	1.88%
\$500,000,000	0.00%	0.25%	0.50%	1.14%	1.34%	1.54%	1.59%	1.64%	1.67%	1.69%	1.79%	1.89%
\$550,000,000	0.00%	0.25%	0.50%	1.15%	1.35%	1.55%	1.60%	1.65%	1.68%	1.70%	1.80%	1.90%
\$600,000,000	0.00%	0.25%	0.50%	1.16%	1.36%	1.56%	1.61%	1.66%	1.69%	1.71%	1.81%	1.91%

- 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.
- 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.

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGE

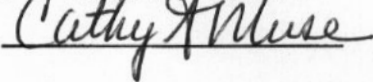
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the Execution Date.

JPMORGAN CHASE BANK, N.A.

By 
Name Nik Quinn
Title Executive Director
Commercial Card

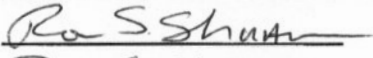
Client Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Client, authorized to bind Client to enter into and to perform its obligations under this Amendment. The undersigned 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.

COUNTY OF FAIRFAX, VIRGINIA

By  **Cathy A. Muse, CPPO, Purchasing Agent**
Name _____ **Fairfax County, Virginia**
Title _____ **Department of Procurement**
and Material Management

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 
Name Ron S. Shoran
Title Division Manager

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