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LAKE COUNTY ADDENDUM
TO COMMERCIAL CARD AGREEMENT CSC #35775
FOR PROCUREMENT CARD SERVICES

This Addendum to Commercial Card Agreement CSC #35775 ("**Agreement**") is made effective upon signing by Lake County, IL ("**County**") and JPMorgan Chase Bank, N.A. ("**JPM**"), with principal offices at 10 S Dearborn, Floor 36. Chicago, IL 60603. The County and JPM are referred to as the "**Parties**."

RECITALS

WHEREAS,

1. The County issued an RFP in April of 2020 for Procurement Card Services and awarded contract 20062 to JPM, which was executed July 20, 2020. This contract has exhausted all renewals and extended the final term through August 31, 2025.
2. JPM was awarded a contract with the City of Fort Worth, Texas for Procurement Card Services, which is in effect through August 31, 2027, and allows for other public entities to purchase services under the terms of the Agreement.
3. The County has an ongoing need for a Procurement Card Program and has elected to continue these services with JPM.
4. Pursuant to Lake County Purchasing Ordinance Chapter 33.115, Cooperative Joint Purchasing Authorized, the County is authorized to enter into this agreement.
5. The Parties have agreed to supplement the terms of the Commercial Card Agreement CSC #35775 as set forth in this Addendum.

NOW, THEREFORE, in light of the recitals above, the Parties agree that the terms and conditions below shall be incorporated into the Agreement and supersede any terms in the Agreement that are inconsistent with those stated here:

1. AGREEMENT DOCUMENTS AND ORDER OF PRECEDENCE

The documents that encompass the parties' understanding are listed below and shall be considered in the following order of precedence, with Commercial Card Agreement CSC #35775 supplying terms or specifications only where not superseded by the terms or specifications contained in this Addendum.

a. This Addendum
b. Participation Agreement, dated August 12, 2025, between the County and JPM and its Exhibit 1
    i. Exhibit 1: Commercial Card Agreement CSC #35775, between JPM and the City of Fort Worth, Texas, and its subsequent Amendments and Renewals

2. SCOPE OF WORK

The scope of work that JPM agrees to perform is set forth in Commercial Card Agreement CSC #35775, including subsequent Amendments.

3. TERM

This Agreement shall be effective September 1, 2025 and shall be in effect for a two-year period with the option to renew for three additional one-year periods. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

The terms of the County-JPM agreement, shall continue to govern the Parties' relationship, even if the Commercial Card Agreement CSC #35775 has expired through termination or otherwise.

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4. AGREEMENT PRICE AND REBATE

The Commercial Card Agreement CSC #35775, between JPM and the City of Fort Worth, Texas, including its subsequent Amendments and Renewals, outlines the payment and rebate structure for the Parties.

In the event the contract is extended or terminated early, resulting in a rebate period of less than 12 months, prorated rebate calculations shall be applied.

5. PAYMENTS

All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a JPM's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).

6. TERMINATION

Lake County reserves the right to terminate this Agreement as set in the Participation Agreement signed by the Parties, and the Commercial Card Agreement signed between JPM and the City of Fort Worth.

7. APPLICABILITY OF "SUNSHINE" LAWS

Both parties acknowledge that JPM's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

8. NOTICES AND COMMUNICATIONS

All notices and communications from Lake County to the JPM related to this Agreement shall be addressed to the JPM using the contact information shown below:

JPMorgan Chase Bank, N.A.
10 S. Dearborn, Floor 06
Mail Code: IL1-0286
Chicago, IL 60603-2300
Attn: Commercial Card Legal

If an email address is listed above, then notice may be given by email, but shall not be deemed received unless the recipient acknowledges receipt. In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed to the contact information above.

Copies of any notices and communications that propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, 9th Floor, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

REMAINING PROVISIONS: The remaining provisions of the Commercial Card Agreement CSC #35775 are not supplemented by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

[Signatures to follow on next page]

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Lake County

_____

Yvette Albarran

Purchasing Agent

Date:_____

JPMorgan Chase Bank, N.A.

Signed by:
Eric Schwartz
3C19B8BAA34B404...

Name: Eric Schwartz

Title: Vice President

Date: 7/8/2025

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LakeCounty

VENDOR DISCLOSURE STATEMENT

Vendor Name:			
Address:			
Contact Person:		Contact Phone #:	
Bid/RFP/SOI/Contract/Renewal:			

Vendors wishing to contract with Lake County for goods and services in an amount greater than $30,000 shall submit this form in advance of award. This disclosure statement is not required for utility companies regulated by the Illinois Commerce Commission or local units of government. Vendors shall disclose:

- A familial relationship between a Lake County elected official, department director, deputy director and manager and owners, principals, executives, officers, account managers or other similar managerial positions of the vendor's company. Familial relationship is defined as a spouse (including civil partner), child, stepchild, parent, stepparent, grandparent, in-laws (including parent, grandparent, sibling, or child), relatives and non-relatives living in the same residence, and offspring born to any aforementioned person.
- All political campaign contributions made by the vendor or an owner, principal, executive, officer, account manager, or other similar managerial position of the vendor to any county board member, county board chair, or countywide elected official within the last five years.

If there is nothing to report in a section, please state none in the appropriate space.

FAMILIAL RELATIONSHIPS

List names and departments/agencies of Lake County employees or public officials with whom owners, principals, or officers of the vendor's company have a familial relationship and the nature of the relationship. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Name and Department/Agency of Lake County Employee/Public Official	Familial Relationship

CAMPAIGN CONTRIBUTIONS

List campaign contributions that have been made within the last five years that exceed $150 annually. Attach additional pages as necessary. (Provide all names or state none in the space below. Do not leave blank.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made

Continuing disclosure is required if information changes. Vendor Disclosure Statements are available at doingbusiness.lakecountyil.gov

The full text of the County's Ethics and Procurement policies and ordinances are available at www.lakecountyil.gov.

I hereby acknowledge that the information above is accurate and complete, that I am an authorized signer on behalf of the vendor, that I have read and understand these disclosure requirements, and that I agree to update this information if there are any related changes by submitting a new Vendor Disclosure Statement.

Authorized Signature:		Title:	
Printed Name:		Date:	

To the best of our knowledge, information and belief based on a review of internal records, no reportable contributions were made by JPMorgan Case Bank, NA, its Chief Financial Officer or Secretary, within the past 5 years.

Certificate Of Completion

Envelope Id: 9D86F6C5-6BC2-4A3F-9BB6-A99CAAFC9995 Status: Completed

Subject: Complete with Docusign: 2025-07-08 Cooperative Agreement Addendum for Procurement Card Services...

Source Envelope:

Document Pages: 4 Signatures: 1 Envelope Originator:

Certificate Pages: 4 Initials: 0 DEANNA.ROSENCRANTZ@JPMCHASE.COM

AutoNav: Enabled 277 Park Ave, Flr 13

EnvelopeId Stamping: Enabled New York, NY 10017

Time Zone: (UTC-08:00) Pacific Time (US & Canada) DEANNA.ROSENCRANTZ@JPMCHASE.COM

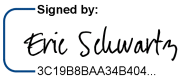
IP Address: 146.143.196.25

Record Tracking

Status: Original Holder: Location: DocuSign

7/8/2025 11:42:25 AM DEANNA.ROSENCRANTZ@JPMCHASE.COM

DEANNA.ROSENCRANTZ@JPMCHASE.COM

Signer Events	Signature	Timestamp
Eric Schwartz eric.s.schwartz@jpmorgan.com Vice President Security Level: Email, Account Authentication (None)	Signed by:  3C19B8BAA34B404... Signature Adoption: Pre-selected Style Using IP Address: 146.143.68.20	Sent: 7/8/2025 11:43:24 AM Viewed: 7/8/2025 11:45:00 AM Signed: 7/8/2025 11:45:23 AM

Electronic Record and Signature Disclosure:
Accepted: 11/25/2024 9:13:02 AM
ID: 57c816e8-45ab-4f1c-9410-afbee68fb56b

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/8/2025 11:43:24 AM
Certified Delivered	Security Checked	7/8/2025 11:45:00 AM
Signing Complete	Security Checked	7/8/2025 11:45:23 AM
Completed	Security Checked	7/8/2025 11:45:23 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, JPMorgan Chase & Co. (CLM) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact JPMorgan Chase & Co. (CLM):

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: pratheep.balendra@jpmorgan.com

To advise JPMorgan Chase & Co. (CLM) of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at pratheep.balendra@jpmorgan.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from JPMorgan Chase & Co. (CLM)

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to pratheep.balendra@jpmorgan.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with JPMorgan Chase & Co. (CLM)

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to pratheep.balendra@jpmorgan.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify JPMorgan Chase & Co. (CLM) as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by JPMorgan Chase & Co. (CLM) during the course of your relationship with JPMorgan Chase & Co. (CLM).