

December 5, 2022

Mr. Todd Slatin  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
Government Center  
200 East Main Street  
Lexington, Kentucky 40507

Dear Mr. Slatin:

This Letter Agreement evidences that Lexington-Fayette Urban County Government (“LFUCG”) has, pursuant to a properly issued Request for Proposals (RFP #32-2022), selected JPMorgan Chase Bank, N.A. (the “Bank”) to provide certain banking services, including ( the “Services”), for the period of five years, commencing on December 1, 2022 ending November 30, 2027 (the “Term”). The Term may be extended by mutual agreement of both LFUCG and the Bank.

The Bank agrees to perform the Services at the prices as mutually agreed, with such pricing terms incorporated herein by reference. The Bank agrees to maintain the pricing for the Services as described in the Bank Proposal to provide Banking Services to LFUCG (the “RFP Response”) for the first five (5) years of the Term, and thereafter any pricing increases shall not exceed the Consumer Price Index for All Urban Consumers (CPI-U) for the most recently available twelve (12) month trailing period.

In the event an extension is not executed by the parties by the end of the Term and the Bank continues providing banking services to LFUCG, the term of this Letter Agreement shall extend on a month-to-month basis. The parties agree that the following documents are hereby incorporated by reference into this Letter Agreement as part of the contract documents as if fully set forth herein: the RFP, the RFP Response, and account and service documentation governing the accounts, products and services contemplated in the RFP Response. To the extent that there is any conflict between or among any of these documents, the terms and provisions of this Agreement shall prevail. The Bank may, with the consent and agreement of LFUCG, permit one or more additional government entities or political subdivisions (“Additional Parties”) to participate in and utilize this Agreement in accordance with applicable law. Additional Parties will enter into their own contracts directly with the Bank. LFUCG will not be responsible for any obligation due from any other Additional Party to the Bank, and LFUCG shall not be responsible for any disputes arising out of transactions made by other Additional Parties who utilize this Agreement.

The parties each represent and warrant that the execution and delivery of this Letter Agreement has been duly authorized by all necessary action.

If LFUCG is in agreement with the foregoing, please execute and return to the Bank the enclosed copy of this Letter Agreement.

*[Balance of Page Intentionally Omitted]*

Very truly yours,

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

By: Greg Mullins  
Name: Greg Mullins  
Title: Authorized officer

Accepted and agreed to as of the date  
first written above:

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

By: \_\_\_\_\_  
Name:  
Title: