

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the 28th day of April 20 05

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 04-25JAN05 for Procurement Card Services to Commerce Bank. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said contract

Done this 28th day of April, 2005.

absent

Keith Schnarre
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Skip Elkin

Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

190-2005

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 19, 2005
RE: 04-25JAN05 – Procurement Card Service

The Request for Proposal for *Procurement Card Service* closed on February 8, 2005. Seven proposal responses were received.

The evaluation committee consisted of the following:
Captain Beverly Braun, Boone County Sheriff Department
Kay Murray, Boone County Treasurer
June Pitchford, Boone County Auditor
Tony St. Romaine, City of Columbia Purchasing Agent

The evaluation committee recommends award to Commerce Bank per their attached evaluation report. There is no contract cost to the County for this contract.

ATT: Evaluation Reports
Proposal Tabulation

cc: Proposal File

Evaluation Report for Proposal

04-25JAN05 – Procurement Card Services

I. OFFEROR #1: Commerce Bank

 X It has been determined that Commerce Bank has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that Commerce Bank has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Offers free insurance covering fraud (pg. 4)
- Can accommodate our requirements for 24 hour service (pg. 10)
- Real-time – on-line reports available (pg. 36, 5.6.)
- Several local support staff assigned to program - employees of Commerce bank will provide implementation and support (3.4.3.)
- Cardholder provides name and business address. No personal credit information is required (3.3.2.)
- Desirable rebate structure
- Well-designed support for Card Administrator and Cardholder; well-designed training during implementation and full roll-out; training is free; implementation time frame appears reasonable; ability to block cash advances; 25-day grace period available; Liability Waiver; various types of cards available; ability to design scheduled delivery of reports; VISA affiliate and access to the VISA Matching Service for vendors; No cost to the County; will accept ACH or check.
- Very thorough presentation with well designed handouts and written response.
- Rebate structure was improved in the Best and Final Offer.

Concerns:

- Not sure if they answered questions 2 & 3 (pg. 17). They also called us “college” in the first paragraph.
 - Clarified per document presented at presentation.
- Information cut off page – last part (pg. 6)
 - Provided per document presented at presentation
- Not willing to assign one account representative, rather, we are to call their Client Care Team (pg. 10). Pg. 24 – is Amy Smith our primary contact? How many people are actually a part of the Client Care Team that we’ll be working with? How many steps are involved to make changes?

- Questions were answered per document presented at presentation.
- Pg. 10 – 48 hours is too long. Conflicts with the next paragraph. Section 3.3.10. What takes 48 hours and what gets changed the next day?
 - Document presented at the presentation clarified that the turnaround time is 48 hours unless we call with a RUSH.
- Timing on charge back for purchase dispute (3.3.9.) pg. 11 – put the disputed item in suspense status. If an item is in dispute, will they issue a credit to the card holders account and will we have to pay it?
 - Addressed in the document presented at the presentation.
- On-line administration capabilities - pg. 12 - Is there a charge associated if we use Centre Suite for this purpose? Section 3.3.10.
 - No – addressed in document presented at the presentation.
- What is the role of the various entities that participate in the overall credit card program and what is the path that the transaction follows.
 - Outlined in the document presented at the presentation.
- Is there a cost for the web based programs?
 - No, per document presented at presentation.
- \$150 average transaction per month requirement for rebate
Removed per Best and Final Offer

Experience and Expertise of Offeror:

Strengths:

- Bank in business since August 1996
- Have provided procurement card service since 1997.
- Numerous and experienced Staff with a number of years of experience; provides references for two large governmental entities.

Concerns:

- None identified

Summary of Commerce Bank Proposal:

Overall, a very strong proposal with experienced staff providing local support. The Evaluation Committee recommends short-listing for presentation. Presentation: March 11, 2005, 8:30 – 9:15 a.m. Following presentation, the committee recommends checking references and offering a Best and Final offer. The evaluation committee met and checked references on March 10. They submitted a strong Best and Final Offer. The references were exemplary. Their presentation was extremely professional, and they were very responsive to the committee's questions. The committee believes they would do a very good job meeting the requirements of the program.

II. OFFEROR #2: First National Bank

 X It has been determined that First National Bank has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that First National Bank has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Free fraud insurance (pg. 3)
- Web based system
- Account Manager assigned to Boone County (pg. 2)
- Customer service support 24 hours per day (pg. 5)
- On-line administration capabilities; no cost to County; free training; VISA logo with VMS; option for individual billing for Travel & Expense cards; cash advances prohibited; affiliated with US Bank

Concerns:

- Will accept ACH only payment unless otherwise agreed to in advance with County (pg. 9).
- Weak response to section 3.3.17.
- Fee and setup card – may charge annual fee of **\$40 per card if our annual spend is less than one million.** (pg. 14).
- Web reporting fee
- Annual fee - company issues 200 cards and spends less than 1M.
- Very high rebate threshold
- Partners with Elan (3.6.)
- \$300 logo artwork charge (pg. 14)
- Will not provide on-site training unless our annual program volume is in excess of \$5 million/year (pg.4)
- Provide their own agreement – will have to have Boone County attorney review their terms and conditions which may not be acceptable.
- Only the color blue is available for card (pg. 24). (but it is a bright, noticeable color Pg. 9 in Elan section).
- Cannot provide different types of cards without charging additional set-up fees (pg. 24).
- Unclear as to when Boone County's account be credited for pending dispute. (3.3.9.)
- Billing time is every 14 days and payment is due in 7 days (very short time) (3.3.19.)
- It appears as though there is no local contact or support from First National. (3.4.3.)

Experience/Expertise of Offeror

Strengths:

- Has history and experience working with Boone County
- Elan has 30 years of experience (however, not sure how much experience First National has with procurement cards).
- The “consultative approach” described in the proposal appears to be a very sound and desirable approach

Concerns:

- Schedule a conference call to begin implementation – lot of work over the telephone (pg. 12)
- Did not provide required references (pg. 11 & 25)
- Out of state support

Summary of First National Bank Proposal:

This proposal relied heavily on information provided by Elan, and Elan was unable to provide references. In addition, the proposal indicates that program support will be provided from very remote locations. The most significant concern is the extremely short grace period for payment. Also, concerned about receiving an annual fee of \$40/card if we do not spend \$1 million per year. The Evaluation Committee does not recommend short-listing.

III. OFFEROR #3: Fifth Third Bank

It has been determined that Fifth Third Bank has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that Fifth Third Bank has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Cardholders need only submit name and business address (3.3.2.)
- 25 day settlement...provides a single consolidated invoice (3.3.19.)
- Variety of payment forms accepted including ACH Credit, ACH debit, check or wire (3.3.20.)
- Offers extensive training (3.3.23.)
- Master Card affiliate which is accepted in millions of locations; offers manual or on-line request for new cards (pg. 8); strong quality assurance for problem resolution;
- real-time account summaries available (pg. 8)

Concerns:

- Charge \$25 per card unless over \$1 million
- No charge for a generic special plastic...but recommend that this offer be to entities requesting 50 cards or more. A custom card is minimum order of 1,500 plastics and the cost ranges from \$500 to \$3,500 (3.3.5.)
- County liable for the first \$50 of a pin-based fraud (pg. 3)
- Unclear as to whether on-site training is provided. (pg. 6)
- Vague description of the five-tiered customer support structure. (3.3.8.)
- Method of resolving disputes is unclear. (3.3.8.)
- Does not clearly state whether they will sell card list. (3.3.22.)
- Annual card fee of \$25. Graphics card design – one color - no fee. Report fees...\$0.25 per transaction for online access. Custom mapping reporting...\$150 per programming hour. (3.6.)
- Cannot prohibit cash advances; relies on mailed statement; rebate schedules on pages 21 and 22 do not agree; unable to notify when a cardholder's card is declined; out-of-state (remote) support

Experience/Expertise of Offeror

Strengths:

- Provided adequate references
- Company appears to have much experience with procurement cards. They have had a card program since 1996 and officer's experience includes 6 years and 25 years

Concerns:

- No information about the specific personnel who would handle this account and provide on-going service
- Out-of-state (remote) service.

Summary of Fifth Third Bank Proposal:

This proposal contains numerous fees and the rebate schedules provide conflicting information. The Evaluation Committee does not recommend short-listing.

IV. OFFEROR #4: UMB Bank

X It has been determined that UMB Bank has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that UMB Bank has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Attractive rebate program (pg. 3).
- Additional rebate if pay within 5 days and ACH debit (pg. 18)
- On-site training (3.3.7.)
- Cardholders asked for name and business address and no personal credit information (3.3.2.)
- A temporary credit in the amount of the disputed item will be posted to the cardholders account on the day of receipt (3.3.9.)
- Billing cycle date is variable with grace periods of 7 days for weekly, 14 days for bi-weekly, and 30 days for monthly. (3.3.19.)
- All forms of payment accepted: payment can be made by check, wire, ACH Debit and I think they mean ACH credit also. (Credit is county sending payment – Debit is the bank debiting the county’s bank account) (3.3.20.)
- Excellent information provided concerning billing disputes polices and procedures; VISA information management system and data exchange are well described; 30-day grace period; support in KC office
- Different color plastics available including bright yellow (pg. 4, 5.8.).
- UMB will not assess late fees on County’s account (pg. 19, 3.3.21.).
- Attractive rebate schedule offered.
- Pricing 3.6.
 - Customized card...no charge. No fee for plastics.
 - No annual card fee
 - Customized distribution of statements for no additional charge
 - Customized evaluation reports – limited at no charge
 - No setup fee or monthly charge according to bullet stating that “UMB will provide the choice of any Commercial View Desktop electronic MIS, Visa INfoSpan, Visa Information Source or Internet statement services and reporting at no charge.”
 - New cards rushed with no fee
 - No late fees

Concerns:

- Cost...partner with Commercial View and several other options. What is the role of the various entities that participate in the overall credit card program and what is the path that the transaction follows.
 - Discussed and clarified during presentation.
- Is there a cost for the web based programs?
 - No, per Best and Final Offer

Experience/Expertise of Offeror

Strengths:

- Extensive experience. In business since 1995
- Bank officers appear experienced with procurement cards.
- Provided more than requested for references

Concerns:

- None identified

Summary of UMB Bank Proposal:

This is a very strong proposal. The Evaluation Committee recommends short-listing. Presentation: March 11, 2005, 9:30 – 10:15 a.m. Following presentation, the committee recommends checking references and offering a Best and Final offer. The evaluation committee met and checked references on March 10.

V. OFFEROR #5: JP Morgan Chase Bank

 X It has been determined that JP Morgan Chase Bank has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

 It has been determined that JP Morgan Chase Bank has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Provide on-site training – no cost for training materials
- Account specialist assigned to Boone County (3.3.7.)
- Dispute process, upon notification, Chase will immediately issue a provisional credit to the account and assume responsibility for resolving the dispute with the merchant. (3.3.9.)
- Billing cycle is 30 days (3.3.19.)
- Option to do ACH debit or credit (3.3.20.)
- TSYS and Smart Data Online, local contacts are in St. Louis (3.4.3.)
- MC logo; liability waiver program; no charge for plastics; ability to prohibit cash advances; well-designed vendor education and support; strong quality assurance and control program; well-described G/L interface capability; pilot program support; 25-day grace period

Concerns: (Concerns were addressed during presentation)

- Cardholder asked to provide social security number, mother's maiden name or something Boone County agrees to provide for identification. (3.3.2.) **Response:** Must use some number for tracking purpose.
- Training appears to be the method of train the trainer and all on-line through Smart Data Online (remotely). (3.3.7.) **Response:** This training method has been very successful for JP Morgan Chase. Maria Stacy would be glad to attend our training sessions as a facilitator, even though she does not consider herself a trainer.

- No check payment allowed.(pg. 19, 3.3.20.) **Response:** If this was our only method of payment, Maria could check to see if this would be acceptable.
- What is the role of the various entities that participate in the overall credit card program and what is the path that the transaction follows. **Response:** Verbally explained at presentation.
- Is there a cost for the web based programs? **Response:** No
- Explain the dispute process? **Response:** The process was explained verbally but the committee was still concerned about the vendor auto debiting our account.
- Pricing 3.6.
 - Volume assumption \$1,000,000? **Response:** This may be negotiable.
 - To qualify for rebate, the average transaction size must be greater than \$100 (Addendum B). **Response:** This is not negotiable.
 - States no cost for conversion and implementation but states setup fee of \$300 per program and monthly fee of \$50 per program. Receipt copy \$8.00 per receipt. **Response:** The \$50/program/month monthly fee is only applicable if they created a data file for a third party. The \$300 set up fee if not applicable only if we have a third party.

Experience/Expertise of Offeror

Strengths:

- Bank officers appear to have procurement card experience.
- Provided references similar in size to Boone County
- Staff has significant experience; St. Louis location (in-state); offered the first procurement in 1992, so the company has extensive corporate experience

Concerns:

- None identified

Summary of JP Morgan Chase Bank Proposal:

Following the first evaluation meeting of reviewing the proposals on March 3, the evaluation committee recommended short-listing JP Morgan Chase Bank for presentation. Following presentation on March 11 from 10:30 a.m. – 11:15 a.m., the committee decided to not check references or offer a Best and Final offer. Although the proposal reflected the company's significant experience with procurement card programs, there were monthly fees associated with program. In addition, assigning numbers to our employees for tracking purposes would create additional work for the procurement card administrator. The on-line **only** form of training was also not appealing to the committee.

VI. OFFEROR #6: Boone County National Bank

 X It has been determined that Boone County National Bank has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

_____ It has been determined that Boone County National Bank has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Monthly billing cycle has a 25 day grace period (3.3.19.)
- Payments by check or ACH (3.3.20.)
- Local contact (3.4.3.)
- No annual fee (3.6.)
- Ability to prohibit cash advances
- Emergency cards

Concerns:

- Commercial View Software...no charge for software and one user ID, however, \$25 per month charge for each additional ID requested (3.6.)
- Cannot notify when a card is declined; cannot provide different types of cards; finance charges and \$29 late fee; no mention of liability waiver.
- No internet based software.
- Fairly slow implementation of card holder changes; no data file transmission.

Experience/Expertise of Offeror

Strengths:

- None identified

Concerns:

- Section 2.2.17 is very weak; program needs further development in the areas of applying new web-based technologies and data exchange methodologies. The committee is concerned that this vendor would be unable to lead further development of this program and make innovative changes.
- Appears to have adequate experience; however, the lack of internet based information and tools suggest that the program is in need of development.

Summary of Boone County National Bank Proposal:

This proposal was weak; lacking the type of development and innovative leadership the County is seeking. The committee was concerned about the system not being web-based. The Evaluation Committee does not recommend short-listing.

VII. OFFEROR #7: U.S. Bank

 X It has been determined that U.S. Bank has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

_____ It has been determined that U.S. Bank has submitted a **non-responsive** proposal.

Method of Performance

Strengths:

- Unique approach to do the initial rollout of cards through Automated Card Issuance (3.3.1.)
- Cardholder need only submit name and business address. No personal credit history requested (3.3.2.)
- Many choices of billing cycle (3.3.19.) Pg. 32
- Very good implementation plan, approach, and illustrative chart
- Re-designed dispute resolution process; Individual and Corporate billing available; web based training; KC staff assigned; file transfer and pre-populated field capability; ability to block cash advances; extended customer service hours; well documented security features and policies; easy enrollment/issuance process; liability waiver identified

Concerns:

- It appears that custom wording (Tax Exempt) is not available on cards (pg. 8 & 9). **Response:** “tax exempt” could be digitized with our logo
- What is the role of the various entities that participate in the overall credit card program and what is the path that the transaction follows. **Response.:** (Verbally explained).
- Is there a cost for the web based programs? **Response:** No
- Pricing paragraph 3.6.
 - Annual fee after 1st year...and 200 cards are issued and less than 1M in annual volume. **Response:** There would only be a fee if the County had over 200 cards AND a spend of less than one million.
 - Access expense electronic...a one-time setup fee with an ongoing monthly subscription fee assessed etc (pg. 48 before tab 1). **Response:** These fees are for companies that have numerous travelers. These fees probably would not apply to Boone County.
 - Logo card fee one time set-up \$300. **Response:** They would consider waiving this fee.
 - 1099 report at no charge if using Access online...otherwise \$150 for outside file. **Response:** Visa excels in 1099 reporting.
 - Expense reporting fee (amount not provided)
 - \$150 average transaction size to receive the rebate incentive.

Experience/Expertise of Offeror

Strengths:

- Commercial card program since 1989.
- Lori Allen – Account Executive since 1997.
- Provided references similar in size to Boone County

Concerns:

- None identified

Summary of U.S. Bank Proposal:

Following the first evaluation meeting of reviewing the proposals on March 3, the evaluation committee recommended short-listing U.S. Bank for presentation. Following the presentation on March 11, 11:30 a.m. – 12:15 p.m., the committee decided to not check references or offer a Best and Final offer. Although this appeared to be a very strong proposal initially, the fees make this proposal less attractive than others, and the remote location support people for the program made this response less appealing.

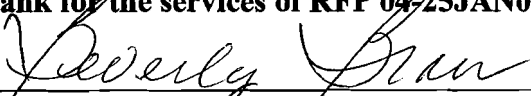
SUMMARY:

Following presentations by the four banks (Commerce Bank, U.S. Bank, UMB Bank and JP Morgan Chase), the committee determined that Commerce Bank and UMB Bank offered the most competitive rebates, strong and responsive customer service, and they were both very experienced with web based technology. Best and Final Offers were solicited from Commerce Bank and UMB Bank, and the committee checked references for both banks. Both banks received strong references. The committee's final evaluation and ranking of these two bank proposals is reflected in the attached *Evaluation Report Form*.

Recommendation for Award:

This evaluation report represents our subjective opinion of each Offeror's strengths and concerns and is based upon our analysis of the relevant facts, as contained in each Offeror's proposal.

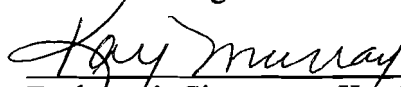
We recommend that the County of Boone – Missouri award contract to Commerce Bank for the services of RFP 04-25JAN05 Procurement Card Services.



Evaluator's Signature – Beverly Braun

4-15-05

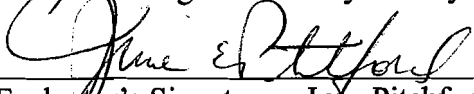
Date



Evaluator's Signature – Kay Murray

4-14-05


Date



Evaluator's Signature – June Pitchford

4-14-05

Date



Evaluator's Signature – Tony St. Romaine

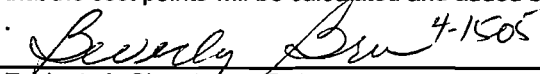
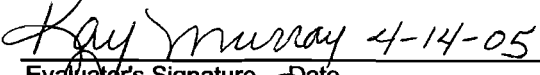
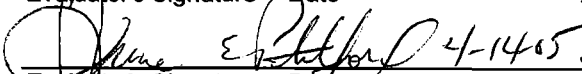

4/14/05

Date

EVALUATION REPORT FORM
PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI
 REQUEST FOR PROPOSAL NUMBER - 04-25JAN05 - Procurement Card Services
 Melinda Bobbitt, CPPB
 Director of Purchasing

					For Purchasing Use Only	
NAME OF OFFEROR	Method of Performance (50 points)	Experience/Expertise of Offeror (25 points)	TOTAL SUBJECTIVE POINTS (75 pts.)	COST AND REBATES OFFERED (INSERTED BY PURCHASING) (25 pts.)	TOTAL POINTS (Max 100 pts.)	
Commerce Bank	50	25	75	20	95	
First National Bank	20	10	30	10	40	
Fifth Third Bank	20	10	30	10	40	
UMB Bank	45	20	65	25	90	
J P Morgan Chase Bank	40	15	55	14	69	
Boone County National Bank	10	5	15	8	23	
U. S. Bank	40	15	55	15	70	

We hereby attest that the subjective points assigned to each offeror above were scored pursuant to the established evaluation criteria and represent our best judgement of the subjective areas of the offerors' proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party. In addition, we understand that the cost points will be calculated and added by the Purchasing Department to arrive at the total points.

	4-15-05	Beverly Braun	Captain, Sheriff Dept.
Evaluator's Signature	Date	Evaluator's Printed Names	Title Dept.
	4-14-05	Kay Murray	Boone County Treasurer
Evaluator's Signature	Date	Evaluator's Printed Names	Title Dept.
	4-14-05	June Pitchford	Boone County Auditor
Evaluator's Signature	Date	Evaluator's Printed Names	Title Dept.
	4-14-05	Tony St. Romaine	Purchasing Agent - City of Columbia
Evaluator's Signature	Date	Evaluator's Printed Names	Title Dept.

Cost Points

UMB Bank

25 Points - no fees, best rebate offered, no minimum annual nets sales volume, and no minimum average transaction per month to qualify for rebate

Commerce Bank

20 Points - minimal fees (late payment; rush delivery of cards), rebate offered with no minimum annual net sales volume.

U.S. Bank

15 Points - Fees if spend less than one million and have less than 200 cards; other minimal fees; Average transaction size of \$150/month. Rebate calculated with a minimum annual volume of three million.

JP Morgan Chase Bank

14 Points - Several fees which include set-up fee, montly fee, receipt fee, rush replacement card (fees may be negotiated); Average transaction size of \$100/month. Rebate calculated with an assumption of one million annual spend.

First National Bank

10 Points - Rebates begin with a minimum annual volume of five million; annual card fee if annual volume is less than one million; other fees.

Fifth Third Bank

10 Points - Rebates begin with a minimum annual volume of one million; annual fee if annual volume is less than one million; other fees

Boone County National Bank

8 Points - No rebate program offered; other minimal fees

PURCHASE AGREEMENT FOR PROCUREMENT CARD SERVICE

THIS AGREEMENT dated the 28 day of APRIL 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Commerce Bank** herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Procurement Card Service**, County of Boone Request for Proposal for Procurement Card Service, proposal number **04-25JAN05** including Instructions and General Conditions, Introduction and General Information, Specifications, Proposal Submission Information, the unexecuted Response Page, Exhibit A, Exhibit B, Addendum #1, Addendum #2, Best and Final Offer Number One, as well as the Contractor's proposal response dated January 22, 2005, executed by Terrence W. Mack, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office proposal file for this proposal if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the proposal specifications including Instructions and General Conditions, Introduction and General Information, Specifications, Proposal Submission Information, Exhibits A-B, Addendum #1, Addendum #2, the Best and Final Offer Number One, and the unexecuted Response Page shall prevail and control over the Contractor's proposal response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish and deliver to Boone County, Procurement Card Service as identified and responded to in the Contractor's Response. The Procurement Card Service will be provided as required in the proposal specifications and in conformity with the contract documents.

3. **Delivery** - The Contractor agrees to follow and work with the County on the program implementation plan as detailed in the proposal response.

4. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

5. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

COMMERCE BANK

BOONE COUNTY, MISSOURI

By: _____

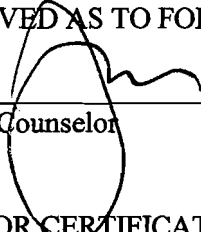
By: Boone County Commission

Title: _____

Karen M. Miller
~~Keith Schnarre, Presiding Commissioner~~
KAREN M. MILLER, ACTING PRESIDING
COMMISSIONER

APPROVED AS TO FORM:

ATTEST:



County Counselor

Wendy S. Noren

Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

No Encumbrance Required *4/20/05* *NA*
Signature Date Appropriation Account

Commission Order # 190-2005
28th day of April 2005

COMMERCE BANK COMMERCIAL CARD AGREEMENT

THIS AGREEMENT is made and entered into as of the effective date set forth below by and between Commerce Bank, N.A. (Omaha, NE.) ("Commerce") and County of Boone - Missouri ("Customer").

1. **DEFINITIONS.** "Agreement" means this Agreement and all Addenda from time to time executed by the parties and attached hereto, and all amendments to the foregoing. "Commercial Cards" means the Visa Commercial Cards and the numbers associated with the Commercial Cards issued by Commerce to designated officers, directors, agents and employees of the Customer (collectively, the "Employee Cardholder(s)") under the Commercial Card Program (the "Program") administered by Commerce and set forth in this Agreement.
 - a. **COMMERCIAL CARD PROGRAM.** During the term hereof, and subject to the terms and conditions of this Agreement, Commerce agrees to provide the Customer with the Program and, to issue Commercial Cards to Employee Cardholders. A Commercial Card may be used by the Employee Cardholder to charge purchases of goods and services which are for, or incidental to, the business of the Customer.
2. **CARD ISSUANCE AND RENEWAL.**
 - a. Commerce shall issue a Commercial Card to each Employee Cardholder designated by the Customer, provided that (i) each such designated Employee Cardholder, has a business or commercial purpose for the Commercial Card, and (ii) a card issuance request has been made by an Administrator (as hereinafter defined) in the form required by Commerce.
 - b. Each Commercial Card shall be valid for the term indicated thereon, unless such Commercial Card has been properly canceled by Commerce pursuant to the provisions of this Agreement or at the request of the Customer.
 - c. Commerce acknowledges the ability of Customer to cancel any one or more Employee Cardholders (s), at Customer's discretion with proper notice to Commerce; provided Customer takes all reasonable actions necessary to retrieve Commercial Card issued to Employee Cardholder and properly destroys Commercial Card.
3. **BILLING PROCEDURES.** Commerce offers two billing methods:
 - a. **Individual Billed Accounts:** Each Employee Cardholder shall be liable for all charges made to the Commercial Card as provided in the Cardholder Agreement. Charges shall be set forth on a billing statement. Each Employee Cardholder shall pay all charges regardless of whether or not such Employee Cardholder has been reimbursed by the Customer. All charges shall be paid in full within the grace period provided in the Cardholder Agreement, and no provision contained in this Agreement, or the Cardholder Agreement (including, without limitation, provisions relating to finance charges and periodic rates), shall be deemed to vary or alter the Employee Cardholder's obligation to make payment in full as set forth herein.
 - b. **Central Billed Accounts:** Customer shall be liable for all charges made to each Commercial Card requested by Customer. Charges shall be set forth on a billing statement and shall be paid by the Customer as agreed in Addendum A and as set forth herein. Customer shall pay Bank for all charges made to each Employee Cardholder's Commercial Card within the time period provided in Addendum A; provided, however, if the Employee Cardholder makes an unauthorized charge on the Commercial Card and the merchant at which such charges are made has the technology to determine such authorization parameters, Customer shall have no liability for such unauthorized charges. Except as provided herein, Commerce shall have no duty or obligation to inquire into the nature of any transaction charged by any Employee Cardholder (i.e. whether such transaction was for a business or personal use.)
4. **PROGRAM ADMINISTRATOR.** Upon signing this Agreement, Customer shall designate one or more of its employees (individually and collectively, the "Administrator") to assist Commerce in the administration of the Program. The Administrator shall undertake the following duties on behalf of the Customer, as well as any other reasonable duties requested by Commerce and agreed to by Customer including, but not limited to, duties listed elsewhere in this Agreement:
 - a. The Administrator shall have the responsibilities assigned in the Program Administrator Delegation document provided by Customer to Commerce, including, without limitation, the ability to request Commerce issue bank cards to any person in connection with the Program, to increase or decrease credit

- limits, to suspend accounts, to order or block cash advances, wire transfers and convenience checks, and other maintenance activity.
 - b. The Administrator shall be familiar with all aspects of the Program, including, but not limited to procedures, number and status of Commercial Cards, employment status of Employee Cardholders, notice requirements, all disputed transactions, cardholder credit lines, statement cycles, billing and payment, general program parameters and status of delinquent charges.
 - c. The Administrator shall be responsible for notifying Commerce about changes in Authorization Codes in writing.
 - d. The Administrator shall advise Commerce of any Employee Cardholder's termination of employment, and when Customer processes such termination in accordance with Customer's employment procedures.
 - e. The Administrator shall take all reasonable actions necessary to retrieve Commercial Cards issued to Employee Cardholders whose employment has terminated. Such Commercial Cards shall be properly destroyed.
5. **FEES.** Commerce shall be paid an annual fee and/or as agreed other fees or charges as set forth in Addendum A attached hereto and incorporated herein by this reference. Fees may be subject to change annually by Commerce upon notice provided not later than thirty (30) days prior to the end of the initial term or a renewal term.
6. **LINE OF CREDIT.** Commerce will establish a maximum line of credit amount for Customer.
- a. All amounts charged to the Commercial Cards of Customer together with any fees owed to Commerce by Customer in connection with the Program, may not exceed the line of credit amount unless Commerce in its sole discretion authorizes such charges.
 - b. Commerce may, at any time in its sole discretion, modify the amount of Customer's line of credit upon thirty (30) days prior written notice to Customer; provided however, that Customer may elect to terminate this agreement by written notice to Commerce during such thirty (30) day notice period; Customer agrees that if any amounts are outstanding on the Commercial Cards which exceed the line of credit amount, Customer will immediately pay Commerce such amounts.
 - c. From time to time, Commerce will request and Customer shall produce financial records relating to the financial condition of Customer.
7. **TERM OF AGREEMENT AND RENEWAL.** This Agreement shall remain in full force and effect for an initial term of one (1 year) from the effective date set forth below, and thereafter, shall automatically renew annually for successive 4 one-year terms, and thereafter, month to month. Either the Customer or Commerce may terminate this Agreement by giving written notice thirty (30) days prior to the end of the initial term or the end of any renewal term.
- a. All Commercial Cards and related accounts shall be deemed canceled effective upon termination of this Agreement or as otherwise provided herein, and all amounts outstanding under such Commercial Cards shall become due and payable in full by Customer.
 - b. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement immediately, and without notice upon the occurrence of any one or more of the following events, whereupon the obligations of Customer arising hereunder and/or under the Commercial Cards may be declared by Commerce to be immediately due and payable in full (except as otherwise prohibited by law):
 - (i) Dissolution or liquidation of the other party; or
 - (ii) Insolvency of the other party; or the institution by or against the other party of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for the benefit of creditors; or the other party enters into an arrangement with its creditors; or
 - (iii) Any material adverse change in the financial condition of the other party; or
 - (iv) Any default hereunder, or breach of the obligations undertaken herein, or in any other agreement by and between the parties hereto.
 - c. Notwithstanding the foregoing, Commerce shall have the right to terminate this Agreement immediately, and without notice if Commerce believes the prospect of payment or performance of Customer's obligations under this Agreement is impaired, whereupon the obligations of Customer arising hereunder and/or under the Commercial Cards may be declared by Commerce to be immediately due and payable in full (except as otherwise prohibited by law).

8. **REPORTING.** Commerce will, or through its vendors will, capture data from the transactions made with the Commercial Cards; such data is available to Customer as specified in Addendum A and Addendum B. Commerce shall have no responsibility or liability in connection with the capture, transmission, grouping, reporting, categorizing or otherwise or the omission to any of the foregoing data that Customer's vendors are transmitting at the point of sale. Commerce agrees to provide to Customer all data transmitted at the point of sale by Customer's vendors.
9. **CUSTOMER LIABILITY.** The Customer shall be solely liable for the payment of all charges incurred in the use of Commercial Cards, including, without limitation, Commercial Cards subject to Individual Billing as described in paragraph 3(a) and fraud charges relating to lost and stolen Commercial Cards, if such fraud charges relate to:
 - a. Commercial Card issued without a Customer employee name,
 - b. Duplicate cards or related account numbers issued in the same Customer employee name,
 - c. Willfully allowing another person to utilize the card whether for business or personal purposes,
 - d. Customer Employee Cardholder willfully mishandles the Commercial Card or related account number, or
 - e. Charges, which benefit the Customer directly or indirectly.

The Customer shall not be liable for charges incurred in the use of Commercial Cards if such charges relate to:

1. Charges waived as set forth in Visa Waiver of Liability documentation, as amended from time to time;
 2. Commercial Card transactions after the original closure request date for a Commercial Card where the request by the Customer was made in accordance within the terms of this Agreement during normal business hours; and
 3. The use of a lost/stolen Commercial Card if the Commercial Card is reported lost or stolen via facsimile or telephone as provided in this Agreement within twenty-four (24) hours after the Customer (including the cardholder) learns of the loss or theft of the Commercial Card (if the Commercial Card is not reported within such time frame, the Customer shall be liable for all charges associated with the lost or stolen Commercial Card until the date the Customer notifies Commerce of such loss or theft).
10. **ASSIGNMENT.** Neither party shall sell, assign or transfer this Agreement or any part thereof without the prior written consent of the other party; provided, however, that Commerce may assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Commerce or its parent), or any affiliate (of Commerce or its parent) or to any other party pursuant to a merger, acquisition, consolidation, or reorganization without the consent of the Customer.
 11. **NOTICES.** All notices hereunder shall be in writing and shall be deemed duly given when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth below, or at such other address as the applicable party may indicate from time to time in writing. Notice hereunder shall be sent:

If to Commerce:
 Commerce Bank, N.A.
 Attn: Commercial Card Services
 825 Main Street
 Kansas City, MO 64105

If to Customer:
 County of Boone - Missouri
 Attn: Karen M. Miller
 Acting Presiding Commissioner
 601 E Walnut Room 208
 Columbia, MO. 65201-4460

Communications with Commerce concerning disputed billings shall be made by mail to Commercial Card Services, 825 Main Street, Kansas City, Missouri 64105 or phone 800-892-7104.

12. **CONFIDENTIALITY.** Commerce and Customer will keep strictly confidential and will not use for any purpose whatsoever (other than as contemplated herein or for the purpose of the evaluation of this program) the entire contents of this program, including but not limited to: any of the terms of, conditions of or other facts concerning the program and any written or oral information furnished by Commerce or by Customer which is either nonpublic, confidential or proprietary in nature unless mutually agreed upon by Customer and Commerce to do so; provided, Customer understands and acknowledges that affiliates of Commerce and vendors of Commerce will assist in implementation, maintenance and providing of this Program. In the event Customer is subject to a state law which provides that Customer's contracts are open and available to the public (a "Public Record Law"), Customer shall comply with the

provisions of this Confidentiality paragraph only to the extent that such compliance is in accordance with the applicable Public Records Law.

13. **MISCELLANEOUS.**

- a. **Relationship:** Nothing contained in this Agreement shall be construed to create any association for brokerage, agency, joint venture, partnership or employment relationship between Commerce and Customer.
- b. **No Implied Waivers:** The rights of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.
- c. **Remedies:** In the event that either party breaches or violates any of the obligations contained in this Agreement, the other party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation, immediate termination of this Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.
- d. **Complete Agreement; Amendments:** This Agreement, the Purchase Agreement for **Procurement Card Service**, County of Boone Request for Proposal for Procurement Card Service, proposal number **04-25JAN05** including Instructions and General Conditions, Introduction and General Information, Specifications, Proposal Submission Information, the unexecuted Response Page, Exhibit A, Exhibit B, Addendum #1, Addendum #2, Best and Final Offer Number One, as well as the Contractor's proposal response dated January 22, 2005, executed by Terrence W. Mack, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product date, specifications and literature submitted with proposal response may be permanently maintained in the county Purchasing Office proposal file for this proposal if not attached. In the event of any inconsistency between this Agreement and any other agreements or documents relating to the transactions contemplated herein, this Agreement shall control. No alteration, amendment or modification of any of the terms and provision in this Agreement shall be valid unless made pursuant to an instrument in writing signed by the parties hereto.
- e. **Successors and Assigns:** All the terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- f. **Severability:** The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.
- g. **Patriot Act:** Commerce complies with the USA Patriot Act. This law mandates that we verify certain information about customers while processing an account application. Customer agrees to provide such information as requested by Commerce, including, without limitation, information about Employee Cardholders.

14. **INDEMNITY.** Customer agrees to defend, indemnify and hold harmless Commerce, its officers, directors, agents and employees from and against any and all claims by third parties (including, without limitation, Employee Cardholders) and all costs (including reasonable attorney's fees and costs), expenses and liabilities incurred by Commerce in connection with such claims, arising from or as a result of the establishment of the Program (including, without limitation, the issuance of Commercial Cards and/or the cancellation thereof and actions arising in connection with its use of On-Line Services), provided that such claims are not the result of, or connected with, the gross negligence, or willful misconduct of Commerce or the violation of any law or regulation relating to credit cards.

Commerce agrees to defend, indemnify and hold harmless the Customer, its officers, directors, agents and employees from and against any and all claims by third parties (including reasonable attorney's fees), expenses and liabilities incurred by Customer in connection with such claims, arising from or as a result of the gross negligence or willful misconduct of Commerce.

15. **EFFECTIVE DATE.** Notwithstanding anything else contained herein to the contrary, this Agreement will be subject to Commerce performing due diligence and credit investigations and will be effective only upon execution by Commerce.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties hereto.

**Commerce Bank, N.A. (Omaha, NE.)
(Commerce)**

By: _____

Title: _____

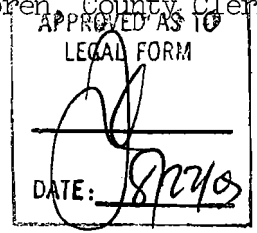
Effective Date: _____

**County of Boone - Missouri
(Customer)**

By: Karen M Miller

Title: Associate Commissioner

Attest:
Wendy S. Noren
Wendy S. Noren, County Clerk



CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

No Encumbrance Required J. R. [Signature] 8/22/05
Auditor Date

ADDENDUM A
“PRICING AND PAYMENT SCHEDULE”

Annual fee: No annual fee will be assessed for each card account or account number issued.

Late Fee for Central Billed Accounts: For each payment not received by the payment due date shown on the billing statement, a late fee will be charged. The late fee for the respective account will be 2.5% of the amount past due.

Cash Advance Fee: All cash advances will be assessed a cash advance fee of 3.0% of the cash advance amount with a \$3.00 minimum.

International Service Fee: Visa Purchases, ATM withdrawals and Cash Advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by VISA International. Conversion will be at a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. Customer agrees to pay the converted amount, plus a 2% international service fee. The international service fee applies to all transactions in non-U.S. countries, and includes transactions made in U.S. Dollars.

Other Fees:

- Overnight Delivery of Replacement Card: \$25 per occurrence
- Ultragraphic Card Design: \$500 one-time fee (waived)

FINANCE CHARGE:

ON CASH ADVANCES: The periodic rate finance charge begins to accrue on the transaction date of the cash advance and is computed by applying the monthly periodic rate to the average daily balance. Whenever payment in full is credited to the cardholder account by the statement due date, no additional periodic rate finance charge will be billed on a later statement to collect the periodic rate finance charge earned from the billing statement to the date of actual payment. Cash advances include advances made by means of convenience checks, an electronic device or machine, a teller of any financial institution, by means of a balance transfer from another credit card, for the purchase of wire transfers, non-US currency, travelers checks, truck stop transactions, tax payments, money orders, bets, lottery tickets and casino gaming chips.

A minimum FINANCE CHARGE of \$.50 will be imposed in any billing period for which a Finance Charge is payable.

PAYMENT SCHEDULE:

Commerce will generate a billing statement monthly. All amounts owing on the Commercial Cards, including fees and charges, shall be due and payable in full 25 days after the date of such statement. The statement will be transmitted to the Employee Cardholder or to Customer via U.S. Mail.

REVENUE SHARING:

1. "Revenue Sharing Period" is defined by the cycle selected by Customer.
2. The revenue share is based on central billing with a 30-day cycle 25-day grace period .
3. Commerce will pay Customer a monthly revenue share based on the matrix schedule below. The revenue share is calculated on the net sales volume (gross purchases less credits, fraudulent transactions, and cash advances).
4. Commerce Bank reserves the right to withhold or alter revenue share if any of the following instances occur:
 - a. If Interchange Rates from the Associations are significantly altered.
 - b. If payments are received later than the agreed upon grace periods.
5. Revenue share will be withheld for net sales volume qualifying for Large Ticket Interchange Rate.
6. One basis point ("bp") = .01% (one one-hundredth of 1%).
7. Revenue Sharing Schedule:

Annual Net Volume	Monthly Net Volume	25 day grace	14 day grace
\$0 - \$99,999	\$ 0 - \$8333	20 bps	25 bps
\$100,000 - \$299,999	\$8,334 - \$24,999	45 bps	50 bps
\$300,000 - \$799,999	\$25,000 - 66,667	50 bps	55 bps
\$800,000 - \$1,499,999	\$66,668 - \$124,999	55 bps	60 bps
\$1,500,000 - \$3,499,999	\$125,000 - \$291,667	60 bps	65 bps
\$3,500,000 - \$5,499,999	\$291,668 - \$458,333	65 bps	70 bps
\$5,500,000 - \$9,999,999	\$458,334 - \$833,333	70 bps	75 bps
\$10,000,000 +	\$833,334 +	80 bps	85 bps

REPORTING and MAINTENANCE TOOL OPTIONS:

Visa Information Source/Management Software: No fees will be assessed.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties hereto, and this Addendum supersedes any prior Addendum.

**Commerce Bank, N.A. (Omaha, NE.)
(Commerce)**

**County of Boone - Missouri
(Customer)**

By: _____

By: _____

Title: _____

Title: _____

Effective Date: _____

ADDENDUM B
Election of On-Line Products

By signing below, Customer elects the On-Line Services selected from the list below (the "Service"). The Service is an Internet based customer service offering that enables Customers to inquire about accounts and transaction information, submit account change requests and download information about credit card accounts, among other capabilities. The terms and conditions of the Agreement, including, without limitation, the provisions regarding Indemnification and Liability, govern the use of this Service. Customer understands and accepts the risks inherent in the use of the Internet for this Service, including the potential for the risk of loss. Except as may otherwise be provided in the Agreement, Commerce is not responsible for any loss associated with the Customer's use of the Service. By electing this Service, Customer agrees to pay the fees associated with the Service as listed in Addendum A. In addition, customer agrees to use the Service only as provided in the User Guide relating to the Service in effect from time to time (the "User Guide") and according to the provisions contained in the Service license agreement, if any, between Customer and the Service provider.

Customer is responsible for using the Service within the parameters outlined in the User Guide. Use of the Service will require a user name and password. Customer acknowledges that Commerce is entitled to rely on the use of the user name and password as authorization for any transaction initiated using the Service. Customer is responsible for all transactions initiated or authorized using the Service. The Password Customer selects is for its use and protection. Customer agrees to: (a) not disclose the Password or otherwise make it available to anyone else; (b) use the Password as instructed in the User Guide; (c) be liable for the Password and for its use as described in the Agreement and/or the User Guide.

If Customer permits any person other than the Administrator to make use of the Service to perform any duty or responsibility (as provided in the Agreement or in the User Guide) of the Administrator, Customer will have authorized that person to act as a Administrator and authorized access to accounts as allowed a Administrator. Customer is responsible for all transactions initiated or authorized by that additional or new Administrator using the Service. In addition, Customer must execute and deliver proper documentation authorizing this additional or new Administrator to act for and on behalf of Company, and Company must provide such other documentation as may be requested by Commerce.

Visa Information Management (Source)

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the parties hereto and this Addendum supersedes any prior Addendum.

**Commerce Bank, N.A. (Omaha, NE.)
(Commerce)**

**County of Boone - Missouri
(Customer)**

By: _____

By: _____

Title: _____

Title: _____

Effective Date: _____

CERTIFIED COPY OF ORDER

191 -2005

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

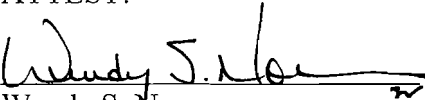
28th day of April 20 05

the following, among other proceedings, were had, viz:

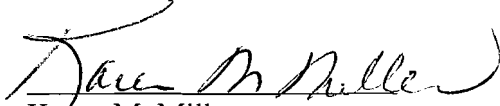
Now on this day the County Commission of the County of Boone does hereby award bid 29-12APR05 for Skid Steers with Attachments to Gateway Bobcat of Missouri, Inc. d/b/a Bobcat of St. Louis. The County Commission does hereby authorize the disposal through trade-in of one (1) 1995 Case 1845C Serial #JAF0163153, one (1) 1995 Bobcat BC853H Serial #512821144, and one (1) Cold Planer. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said contract and disposal request forms.

Done this 28th day of April, 2005.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Heather Turner, CPPB
Buyer



601 E. Walnut, Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

191-2005

MEMORANDUM

TO: Boone County Commission
FROM: Heather Turner, CPPB
DATE: April 20, 2005
RE: 29-12APR05 Skid Steers with Attachments

The Bid for Skid Steers with attachments closed on April 12, 2005. Two bids were received. Purchasing and the Public Work's department recommend award to Gateway Bobcat of Missouri, Inc. d/b/a Bobcat of St. Louis for submitting the low bid.

Total cost of the contract is \$59,720.14 to be paid out of department 2040 - PW Maintenance Operations, account number 92300 - Replacement Machinery/Equipment. The Purchasing Department requests approval for trade-in of one (1) 1995 Case 1845C Serial #JAF0163153, one (1) 1995 Bobcat BC853H Serial #512821144, and one (1) Cold Planer. The budgeted amount for this purchase is \$42,000.00. Please see the attached memo from Public Works outlining the options they are purchasing as well as the way in which the cost over budget will be offset.

Please find attached a memo from the Public Works Department, disposal forms, and a copy of the bid tabulation for your review.

ATT: Public Works Memo
Disposal Forms
Bid Tabulation

cc: Greg Edington, Public Works
Bid File

BID TABULATION

29-12APR05 Skid Steers with Attachments

	Qty	Gateway Bobcat of Missouri, Inc. d/b/a Bobcat of St. Louis		Cooke Sales & Service	
		Unit Price	Extended Total	Unit Price	Extended Total
4.7 PRICING					
4.7.1. Skid Steer (as per Specifications)	2	\$31,780.07	\$63,560.14	\$48,191.00	\$96,382.00
4.7.2. Milling Head Attachment	1	\$9,000.00	\$9,000.00	\$15,730.00	\$15,730.00
4.7.3. Grapple Attachment	1	\$3,100.00	\$3,100.00	\$3,479.00	\$3,479.00
4.7.4. Option 1-Door/Window Heater per Section 2.2.16.	2	\$1,138.50	\$2,277.00	\$3,364.00	\$6,728.00
4.7.5. Subtotal			\$77,937.14		\$122,319.00
4.8. Cash Discount			\$0.00		\$0.00
4.9. Trade-In Units/Accessories					
4.9.1. 1995 Case 1845C, Serial #JAF0163153	1	\$8,000.00	\$8,000.00	\$21,931.86	\$21,931.86
4.9.2. 1995 Bobcat BC853H, Serial #512821144	1	\$8,000.00	\$8,000.00	\$21,931.85	\$21,931.85
4.9.3. Cold Planers	2	\$500.00	\$1,000.00	\$5,000.00	\$10,000.00
4.9.4. Backhoe Attachment	1	\$3,500.00	\$3,500.00	\$10,000.00	\$10,000.00
4.9.5. SUBTOTAL TRADE-IN			\$20,500.00		\$63,863.71
4.10. GRAND TOTAL (4.7.5. - 4.8. - 4.9.5.)			\$57,437.14		\$58,455.29
4.11. Percentage Discount off list price of OEM parts			5%		0%
4.12. Warranty Restrictions			See Attached		See Attached
4.13. Deviations			See Attached		See Attached
4.15. Coop			No		No
4.16. Delivery ARO			30 Days		30-45 Days

Request for Proposal Tabulation

04-25JAN05 - PROCUREMENT CARD SERVICES

Request for Proposals received from the following Offerors:

Offeror Name:
1) Commerce Bank
2) First National Bank
3) Fifth Third Bank
4) UMB Bank
5) JP Morgan Chase Bank
6) Boone County National Bank
7) U.S. Bank
8)

NO BIDS

Bank One Credit Card Services - Undeliverable

Opened By: Melinda Bobbitt
Recorded By: Heather Turner
Date: February 8, 2005
Time: 10:33 a.m.

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: April 19, 2005
To: Heather Turner
From: Greg Edington *GE*
Subject: Bid Award Recommendation for Bid #29-12APR05

The Public Works Department agrees with the Purchasing Department on awarding Bid #29-12APR05 Skid Steers to Bobcat of St. Louis as the lowest and the best bid. The Vendor has satisfactorily met all specifications as stated in the bid. The Vendor submitted a bid of \$63,560.14 for the base machines but should include an additional amount of \$560 to the base bid amount for joystick controls as specified in section 2.2.9. for a total of \$64,120.14. The vendor also included prices for optional equipment and the Department would like to pursue the purchase of Item 4.7.2. (Milling Head Attachment) for \$9,000 and Item 4.7.3. (Grapple Attachment) for \$3,100.

Bobcat of St. Louis also offered trade-in pricing for the requested items but the Department wishes to trade-in only the following items: Item 4.9.1. (Case skid steer), Item 4.9.2. (Bobcat skid steer), One of Item 4.9.3. (Cold Planers) for a total trade-in price of \$16,500. The total cost of the purchase is \$59,720.14.

The Department allotted \$42,000 for the purchase and the bids came in over \$17,720.14 the budgeted price. The Department based budgeted amounts on a smaller machine and was too generous with the price allotted for trade-ins. Also there were no allowances made for any attachments in the budgeted figure. The Department has (since budget time 2004) deemed that the larger machines and attachments were necessary due to changing operations at Public Works. The upgrade will allow more efficient use of the time employees will spend clearing the roadside of brush and working on asphalt repair in Subdivisions and other paved roadways.

There has been ample cost savings in account 2040-91300 to offset the difference in cost.

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 04/20/05

FIXED ASSET TAG NUMBER: 10511

DESCRIPTION: 1995 Bobcat 853H Skid Steer Loader with attachments. Only attachment traded will be a cold planer purchased with the unit. (1995 16" Alitec CP16 cold planer)

REQUESTED MEANS OF DISPOSAL: TRADE

serial # 512821144

Bobcat BC853H

OTHER INFORMATION: Units will be in operation until new unit(s) arrive.


CONDITION OF ASSET: Unit still in operation and all systems are functional but unit experiences frequent repairs, Machine in fair shape for age and hours used.

REASON FOR DISPOSITION: Replacing with new unit

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Currently in use at PW South Facility

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE

2/8/96

ORIGINAL COST

744,686

1605

ORIGINAL FUNDING SOURCE

2741-R&B

TRANSFER CONFIRMED

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER

DEPARTMENT NAME

NUMBER

LOCATION WITHIN DEPARTMENT

INDIVIDUAL

TRADE

AUCTION

SEALED BIDS

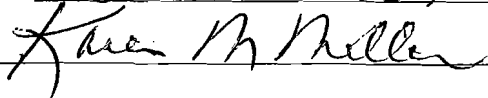
OTHER

EXPLAIN

COMMISSION ORDER NUMBER 191-2005

DATE APPROVED 28 APRIL 2005

SIGNATURE



BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 04/20/05

FIXED ASSET TAG NUMBER:

DESCRIPTION: 1995 Case 1845C Skid Steer Loader.

serial # JAF0163153

REQUESTED MEANS OF DISPOSAL: TRADE

OTHER INFORMATION: Units will be in operation until new unit(s) arrive.

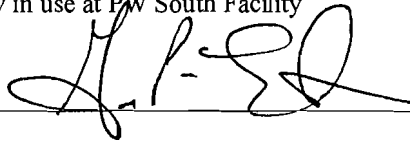
CONDITION OF ASSET: Unit still in operation and all systems are functional but unit experiences frequent repairs, Machine in fair shape for age and hours used.

REASON FOR DISPOSITION: Replacing with new unit

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: Currently in use at PW South Facility

DEPARTMENT: 2040

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____

ORIGINAL COST _____

ORIGINAL FUNDING SOURCE _____

z. se

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

___ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

___ TRADE ___ AUCTION ___ SEALED BIDS

___ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 191-2005

DATE APPROVED 28 APRIL 2005

SIGNATURE Karen M Miller

4/19/05

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

Gateway Bobcat of Missouri, Inc. d/b/a Bobcat of St. Louis

573-886-9435

VENDOR NO.

VENDOR NAME

PHONE #

1580 Old Hwy 40 E

Columbia

MO 65202

ADDRESS

CITY

STATE ZIP

191-2005

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (<\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Cooperative Agreement
- Other (Explain):
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

#29-12APR05

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship To Department # 2040

Bill To Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
0 4 0	9 2 4 0 0	Skid Steers	2	31780.07	63560.14
		Milling Head Attachment	1	9000.00	9000.00
		Grapple Attachment	1	3100.00	3100.00
		Optional Selectable Joystick Controls	2	280.00	560.00
		Trade-In 1995 Case 1845C Serial #JAF0163153	1		(8000.00)
		Trade-In 1995 Bobcat BC853H Serial #512821144	1		(8000.00)
		Trade-In Cold Planer	1		(500.00)
		TOTAL			59720.14

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Franklin
Requesting Official

sl
Auditor Approval

**PURCHASE AGREEMENT FOR
SKID STEERS WITH ATTACHMENTS**

THIS AGREEMENT dated the 28 day of APRIL 2005 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Gateway Bobcat of Missouri, Inc. d/b/a Bobcat of St. Louis**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for Skid Steers with Attachments, bid number **29-12APR05** including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, any applicable addenda, as well as the Contractor's bid response dated April 11, 2005 executed by Darren Ridgway, on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms & Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following:

- Item 4.7.1. -Skid Steer (Quantity of 2) \$63,560.14
- Item 4.7.2. - Milling Head Attachment \$9,000.00
- Item 4.7.3. - Grapple Attachment \$3,100.00
- Optional Selectable Joystick Controls (Qty 2) \$560.00
- Trade-In One (1) 1995 Case 1845C Serial #JAF0163153 (\$8,000.00)
- Trade-In One (1) 1995 Bobcat BC853H Serial #512821144 (\$8,000.00)
- Trade-In One (1) Cold Planer (\$500.00)
- For a total cost of \$59,720.14

3. **Delivery** - Contractor agrees to deliver the equipment per the bid specifications and within 30 days after receipt of order.

4. **Billing and Payment** - All billing shall be invoiced to Boone County Public Work's Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed

amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

Gateway Bobcat of Missouri, Inc.
d/b/a Bobcat of St. Louis

by Jan [Signature]
title SALES

BOONE COUNTY, MISSOURI

by: Boone County Commission

[Signature]
~~Keith Schmarre, Presiding Commissioner~~
KAREN M. MILLER, ACTING PRESIDING COMMISSIONER

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create in a measurable county obligation at this time.)

2040/92400 -
\$59,720.14

[Signature]
Signature by se

4/25/05
Date

Appropriation Account

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

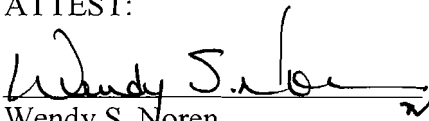
28th day of April 20 05

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Acting Presiding Commissioner to sign the agreement with the City of Columbia for the Edward Byrne Memorial Justice Assistance Grant.

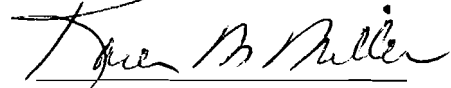
Done this 28th day of April, 2005.

ATTEST:

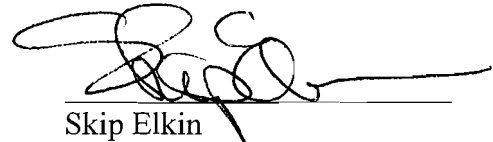

Wendy S. Noren
Clerk of the County Commission

absent

Keith Schnarre
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

BOONE COUNTY SHERIFF'S DEPARTMENT



2121 County Drive
DWAYNE CAREY, Sheriff

Columbia, Missouri 65202-9051
Phone: (573) 875-1111 • Fax (573) 874-8953

Date: April 27, 2005
Re: Edward Byrne Memorial Justice Assistance Grant (JAG)

I. AFFECTED JURISDICTIONS

Having been certified as a disparate jurisdiction, the County of Boone, Missouri and the City of Columbia, Missouri do hereby enter into the following agreement regarding the reallocation of grant funds and joint spending plan purpose areas.

II. REALLOCATION OF FUNDS

The County of Boone and the City of Columbia, Missouri agree to the division of funds in the amount of \$18,206.51 to the County of Boone and \$36,418.49 for the City of Columbia.

The City of Columbia Missouri agrees to receive the transfer of funds in the amount of \$36,418.49 from the County of Boone, Missouri.

The two parties have reflected the sharing of these funds on the "Edward Byrne Memorial Justice Assistance Application Form" wherein the County of Boone will receive \$18,206.51 and the City of Columbia will receive \$36,418.49.

III. JOINT SPENDING PLAN PURPOSE AREAS

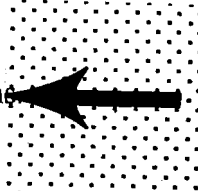
The County of Boone and the City of Columbia will spend their award amounts in the following purpose area: Law enforcement equipment

IV. CHIEF EXECUTIVE OFFICER SIGNATURES

By signing, I am agreeing to adhere to the above allocation of funds and joint spending plans

Boone County, Missouri

Karen M. Miller
~~Keith Schmarre~~ *KAREN M. MILLER* Date 4/28/05
Acting Presiding Commissioner



Columbia, Missouri

Raymond A. Beck
City Manager

Date



CITY OF COLUMBIA, MISSOURI



POLICE DEPARTMENT

Date: April 27, 2005
Re: Edward Byrne Memorial Justice Assistance Grant (JAG)

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IV. CHIEF EXECUTIVE OFFICER SIGNATURES

By signing, I am agreeing to adhere to the above allocation of funds and joint spending plans.

Columbia, Missouri

Raymond A. Beck
City Manager

Date

Boone County, Missouri

Karen M. Muller _____
~~Keith Schnarre~~ *KAREN M. MULLER* _____
Acting Presiding Commissioner Date



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

28th day of April 20 05

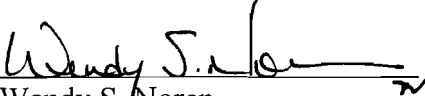
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following recommendation from the Road and Bridge Advisory Committee:

To waive the requirement for The Woodlands, Plat 5A that driveway approaches will be placed on corner lots prior to the acceptance of the roadways for county maintenance. Both the engineer and developer have provided assurance that the approaches will be placed according to the appropriate standard at the time of home construction on each lot in question.

Done this 28th day of April, 2005.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

absent
 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the 28th day of April 20 05

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following appointments to the Planning and Zoning Commission:

- Michael C. Morrison of Columbia Township for a term to expire on March 1, 2009
- Boyd L. Harris of Centralia Township for a term to expire on February 28, 2008

Done this 28th day of April, 2005.

absent

Keith Schnarre
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner

ATTEST:

Wendy S. Noren

Wendy S. Noren
Clerk of the County Commission

Keith Schnarre, Presiding Commissioner
Karen, M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boone County Commission

Appoint - Term Expires 3/01/2009

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Planning & Zoning Commission Term: 4/12/2005

Current Township: Columbia Today's Date: 4/12/2005

Name: Michael C. Morrison

Home Address: 1771 S. Olivet Rd Zip Code: 65201

Business Address: Mid-Missouri Processing and Distribution Facility 11450 S. Airport Dr Zip Code: 65299

Home Phone: 573-443-1771 Work Phone: 573-874-6558
Fax: _____ E-mail: mcmathome@aol.com

Qualifications: Graduate degree in public administration. Worked as planning official with Missouri Army National Guard environmental department to determine best land-use practices relating to mission requirements. I have worked with the long-range planning committee of Olivet Christian Church to design plans for future expansion of facilities.

Past Community Service: Boone County Energy and Environmental Commission - past member
Boone County Road and Bridge Advisory Commission - current member
Missouri Institute of Public Administrators - current member
National Association of Letter Carriers Annual Food Drive.

References: Chester Edwards: 443-7529
Dan Pierce: 874-1958
Patti Skinner: 875-7612

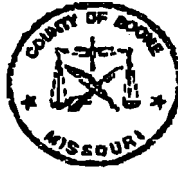
I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

INTERVIEWS:
KS - 4/19 @ 3:30

Keith Schnarre, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin District II Commissioner



Boone County Government Center
801 E. Walnut, Room 245
Columbia, MO 65201
573-886-4305 • FAX 573-886-4311
E-mail: commission@boonecountymo.org

Boyd Harris

Boone County Commission

Appoint: Planning & Zoning Commission - Expires 2/28/2008

RECEIVED

APR 19 2005

BOONE COUNTY BOARD OR COMMISSION APPLICATION FORM

Board or Commission: Planning & Zoning Term: 2005 ->

Current Township: CENTRALIA Today's Date: 4/19/2005

Name: Boyd L. Harris

Home Address: 19510 N. Drew, Centralia, MO Zip Code: 65240

Business Address: 1397 E. Hwy 22, Centralia, MO. Zip Code: 65240

Home Phone: 573-682-3133 Work Phone: 573-682-9862
Fax: 573-682-9813 E-mail: bharris@agilandappraisals.co.

Qualifications: Real Estate Appraiser (State Certified General)
Broker (MO/IL), Rural Residential Developments,
Farm Owner / Operator,

Past Community Service: Chamber Board, past Kiwanis member, (85-90)
First Baptist Church,

References: JAMES PECK (Commerce Bank - Mexico)
JAMES HEADMAN (Mid America Land Sucs - Columbia)
Arthur H. Allen - Centralia

I have no objections to the information in this application being made public. To the best of my knowledge at this time I can serve a full term if appointed. I do hereby certify that the above information is true and accurate.

Boyd Harris
Applicant Signature

Return Application To: Boone County Commission Office
Boone County Government Center
801 East Walnut, Room 245
Columbia, MO 65201
Fax: 573-886-4311

An Affirmative Action/Equal Opportunity Institution

1
4/19/05

Ine -
KMM 4/25 @ 11:15

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

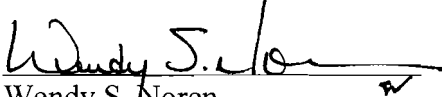
28th day of April 20 05

the following, among other proceedings, were had, viz:

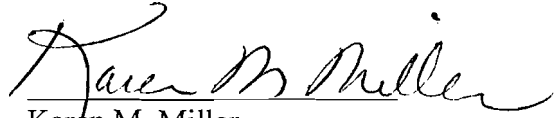
Now on this day the County Commission of the County of Boone does hereby authorize the use of the Commission Chambers on April 29, 2005 from 5:00 to 8:00 p.m. for a meeting for the Boone County Employees Relay for Life Team to recruit team members and plan for the Relay for Life. It is further ordered that the Acting Presiding Commissioner be hereby authorized to sign said application.

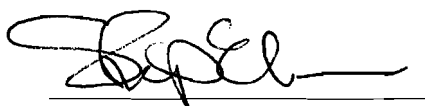
Done this 28th day of April, 2005.

ATTEST:


Wendy S. Noren
Clerk of the County Commission

absent
Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



Boone County Commission

195-2005

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Meeting - to recruit team members + play for relay

Date(s) of Use: April 29, 2005

Time of Use: From: 5:00 a.m./p.m. thru 8:00 a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Chambers Atrium -
Rm220 - Rm208 - Rm139

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds or designated rooms.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: Relay For Life Team - Boone County Employees

Organization Representative/Title: Scott Perkins, Lucy Baughman - Co-Captains

Address/Phone Number: 1701 Aspen Circle, Columbia MO 814-3774

Date of Application: 4-22-05

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. [Signature]
County Clerk

Karen M. Miller [Signature]
County Commissioner

DATE: 28 APRIL 2005