

INTER-LOCAL AGREEMENT FOR PROCUREMENT CARD SERVICES

This Agreement made and entered into this _____ day of _____ 20____, by and between **Polk County Board of County Commissioners, a political subdivision of the State of Florida**, ("County") and the **City of Leesburg, Florida** ("Participating Entity");

WHEREAS, the County solicited a Request for Proposal ("RFP") on October 5, 2007; and,

WHEREAS, Bank of America ("Bank") responded to said RFP on November 8, 2007; and,

WHEREAS, the County executed an agreement with Bank of America on January 23, 2008 to provide Procurement Card Services to the County and other "Participating Entities" as defined in that agreement; and,

WHEREAS, said agreement stipulates that all rebates will be paid to the County by the Bank and re-distributed by the County; and,

WHEREAS, the Participating Entity wishes to join this agreement in accordance with the terms and conditions set forth in said agreement.

NOW, THEREFORE, the parties agree to the following:

- A. Participating Entity agrees to pay all charges due to Bank within 14 days of cycle closing date.
- B. All rebates earned will be paid to the Polk County Board of County Commissioners on an annual basis calculated on the aggregate volume of all participating entities of this contract in accordance with Addendum to Bank of America Corporate Purchasing Card Agreement Item 2 D.
- B. The total rebate paid shall be calculated in accordance with the percentages listed on the Purchase Card Annual Volume Tier (excluding large ticket purchases) of the table shown on page 4 of the Bank of America RFP submittal dated November 7, 2007, attached hereto.
- C. The rebate percentages paid to the County for the Participating Entities individual volume shall be based upon the Purchase Card Annual Volume Tier (excluding large ticket purchases) of the aggregate volume and the payment terms or grace period for individual participating entity.
- D. The rebate percentages paid by the County to the Participating Entity shall be based upon the Purchase Card Annual Volume Tier (excluding large ticket purchases) for the Participating Entity's individual volume, but not less than 1%, i.e., if the individual volume the Participating Entity is \$2,000,000 and the Participating Entity pays on a seven (7) day grace period, rebate percentages paid to the Participating Entity shall be calculated based upon the \$2,000,000 - \$2,999,999 tier and the seven (7) day grace period, or 1.05%.
- E. Bank of America agrees to notify the County's Purchasing Card Administrator of each Participating Entities payment terms or grace period.
- F. Large ticket transactions will be paid according to the Qualified Large Ticket Transaction tier of the rebate schedule on page 4 of Bank of America's RFP submittal. The amount that will be paid by the county to each Participating Entity shall be the full percentage paid by Bank of America for qualified Large Ticket Transactions.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the Effective Date.

CITY OF LEESBURG, FLORIDA

POLK COUNTY BOARD OF COUNTY
COMMISSIONERS

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: Mayor _____

Title: _____

Address for Notices:
2470 Clower Lane
Bartow, FL 33830

ATTEST:

City Clerk

Address for Notices:
City of Leesburg
Attn: Purchasing Manager
PO Box 490630
Leesburg, FL 34749-0630