

# Attachment B

## Banking Services Agreement

### BANKING SERVICES AGREEMENT PROVISIONS FOR THE CITY OF OTHELLO

The City of Othello, Washington, a municipal corporation (hereinafter the "City") and **US Bank, NA** \_\_\_\_\_, whose address is 401 E. Main Street, Othello, WA 99344 \_\_\_\_\_, (hereinafter the "Bank"), agree and contract as follows:

#### 1. SERVICES BY BANK

- A. The Bank agrees to perform the services described in this proposal, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary, thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

#### 2. COMPENSATION

- A. The total compensation to be paid to the Bank shall be detailed in Attachment A.

The above fees include all labor, materials and expenses required for the completion of these services.

- B. Payment to Bank by the City in accordance with the above shall be the total compensation for all work performed under this agreement and supporting documents hereto as well as all subcontractor's fees and expenses, supervision, labor supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Bank shall be paid based on the acceptance of the proposed compensation.
- D. The City shall have the right to withhold payment to the Bank for any service not completed in a satisfactory manner until such time as the Bank modifies such service to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a check is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

#### 3. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving forty-five (45) days notice to the

Bank in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Bank pursuant to the Agreement shall be provided to the City. In the event the City terminates this agreement prior to completion without cause, the Bank may complete such analyses and records as may be necessary to place its records in order. The Bank shall be entitled to receive just and equitable compensation of any satisfactory services completed prior to the date of suspension or termination, not to exceed the compensation set forth above. Should the Bank desire to terminate this agreement, written notice of 120 days is required.

4. OWNERSHIP OF WORK PRODUCT

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this agreement or the project to which it relates, without written concurrence by the Bank will be at the sole risk of the City.

5. GENERAL ADMINISTRATION AND MANAGEMENT

The Finance Director for the City of Othello shall review and approve the Banks charges to the City under this Agreement, shall have the primary responsibility for overseeing and approving services to be performed by the Bank, and shall coordinate all communications with the Bank from the City.

6. CONTRACT PERIOD 3/1/2012

3/31/2016 JAH 3/1/2012

The Banking Services Agreement is to extend for a period of four years beginning on January 1, 2012, with the City having an option to renew for one additional year commencing January 1, 2016. The City's option to renew shall be deemed exercised without further action of the City being necessary unless the City notifies the Bank prior to January 1, 2016 that the option will not be exercised. At the expiration of this Agreement, the City may choose to negotiate a contract extension or renewal, or the City may choose to request additional proposals.

Contract pricing begins

7. SUCCESSORS AND ASSIGNS

The Bank shall not assign, transfer, convey, pledge, or otherwise dispose of this agreement or any part of this agreement without prior written consent of the City.

8. NONDISCRIMINATION

The Bank shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for

employment because of sex, race, age, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bonafide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

9. HOLD HARMLESS/INDEMNIFICATION

The Bank agrees to indemnify, defend, and save harmless the City and its officers, agents, and employees, from any claim, real or imaginary, filed against the City or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury results from the fault of the City or its officers, agents, or employees. "Fault" as herein used shall have the same meaning as set forth in RCW 4.22.015.

10. LIABILITY INSURANCE COVERAGE

The Bank will, at the Bank's sole expense, obtain and maintain during the life of this Agreement, policies of comprehensive general liability insurance, each with combined single limits of not less than \$1,000,000 per occurrence. Any policy of required insurance on a claim made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed. A failure to obtain and maintain such insurance or to file said certificates shall be a material breach of this Agreement.

11. COMPLIANCE WITH LAWS

The Bank shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes.

12. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Bank activities except as set forth in this Agreement.

13. INDEPENDENT CONTRACTOR

The Bank is and shall be at all times during the term of this agreement an independent contractor.

14. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

15. ADDITIONAL WORK

The City may desire to have the Bank perform other services in connection with the banking relationship other than provided for by the express intent of this contract. Any such services shall be considered as additional work, supplemental to this Agreement. Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental Agreement between the City and the Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

BANK:

CITY OF Othello:

By: *Jae Hessema*  
Title: *Vice President*  
Date: *3/9/2012*

By: *Tim Wilson*  
Title: *Mayor*  
Date: *02-13-12*

APPROVED AS TO FORM:

*[Signature]*  
City Attorney

Date: *2/13/2012*

## Attachment A Bid Sheet

### PROPOSED FEE STRUCTURE FOR THE CITY OF OTHELLO

Provide proposed fee structure for the services identified in this attachment and any other fees that may be proposed. Please indicate any services for which you require direct payment (hard dollars). It will be assumed that all services may be paid for through service charge credit and/or a compensating balance certificate of deposit unless indicated otherwise in the vendor's response. Please provide a Performa account analysis including each description of service item below. (Provide more detailed cost data under each description if needed.)

Item	Unit Price	Estimated Monthly Volume	Monthly Cost	Explanation
<b><i>Ongoing Current Services:</i></b>				
Account Maintenance	5.00	1	5.00	
Paper Credits	0.15	23	3.45	
Electronic Credits	0.10	1	0.10	
Paper Debits	0.10	140	14.00	
Electronic Debits	0.09	4	0.36	
Deposited Items –On-US	0.03	508	15.24	
Deposited Item – Local	0.03	93	2.79	
Deposited Item – Regional	0.04	519	20.76	
Deposited Item – Transit	0.04	98	3.92	
Returned Deposited Items	2.00	3	6.00	
FDIC Insurance	0.12092	1,146	138.70	Pass through from Federal Reserve Bank
Statement with all Items	5.00	1	5.00	
Statement – Number of Items	0.05	163	3.15	No charge for first 100
SP Previous Day Detail – Acct.	15.00	1	15.00	
SP Previous Day Per Item Det	0.045	195	8.78	
SP Previous Day Per Item Sum	0.045	264	11.88	
SP Token Monthly Maint	3.50	2	7.00	
SP Book Transfer Mo Maint	0.00	1	0.00	No charge
SP Wires Mo Maint	0.00	1	0.00	No charge
SP Image Mo Acct Maint	10.00	1	10.00	
Wire Mo Pin Maint	0.00	1	0.00	No charge
Incoming Fedwire	7.50	1	7.50	
Wire Advice Mail	4.00	1	4.00	
Wire Transfer Special Handling	30.00	<1	30.00	CCS Assisted
Easy Tax Web Tax Pymt	4.00	2	8.00	
Easy Tax Pymt Fax Receipt	2.25	2	4.50	
Easy Tax Recap Report	7.50	1	7.50	

Item	Unit Price	Estimated Monthly Volume	Monthly Cost	Explanation
ACH Mo Maint	15.00	1	15.00	
ACH Process Run	4.00	2	8.00	
ACH Orig Transit Item	0.08	31	2.48	
ACH Originated on-US Item	0.08	16	1.28	
Easy Tax ACH Item	0.10	2	0.20	
ACH Received Item	0.10	32	3.20	
ACH Payroll Processing – 1 Day settlement	0.00	2	0.00	<b>No charge</b>
ACH Item Adjustment Request	2.00	<1	2.00	
ACH Batch Adjustment Request	5.00	<1	5.00	
Cash Deposited – Per \$100	0.07	505	35.35	
Coin Deposited – Per Roll	0.10	28	2.80	
Night Dep Processing - Per Dep	0.00	1	0.00	<b>No charge</b>
<b>Other Services/Items Not Mentioned:</b>	Please see following pages for break down on pricing			
Account Reconciliation			25.28	Positive Pay
Safekeeping (including rptg)	Please see the following Safekeeping pricing page.			
Maturities/Calls				
Investment Settlement (DVP)				
Credit Card Equip Rental	Pricing is dependent on equipment type and selection			
Loyalty Bonus may be used towards supplies - \$1,615				
Check Printing Fee	90.62	Reg. Checking & Payroll Checks		1 part laser check, qty 250 –vendor safeguard
Endorsement Stamps	27.23	5 stamps	136.15	Self Inking
Deposit Slip Books	31.00	as requested		2 part – qty 200
Security Bank Deposit Bags	37.00	10		Clear/single pocket/qty 200
Escrow Agent Services		1		More detail is required
Overnight Overdraft Rate	7.25%	\$100,000.00	19.86	
Daylight Overdraft Rate	0.00	\$100,000.00	0.00	<b>No charge of daylight</b>
Safe Deposit Box – 3x5 Annual Fee	35.00	1	35.00	May be discounted up to 50% -
Corporate Credit Card: 1 Acct.		3 cards		
Interest Rate	U.S. Bank is the Master Contract P-Card provider for all Municipalities in the State of Washington. <a href="http://www.ga.wa.gov/pca/VisaProgram.htm">http://www.ga.wa.gov/pca/VisaProgram.htm</a>			
Annual Fee				
Software Maint Fee	0.00		0.00	
Stop Pymt Fee	8.00		8.00	Via Singlepoint
Hidden Fees	Any fees not listed will be negotiated on an item by item basis. Along with any new services.			