

# **City of Pacific, WA**

## **Request for Proposal - Banking Services Contract**

**Issued:** April 10, 2018

**Due:** April 20, 2018 (no later than 4:00 pm)

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## **Time Schedule/Bid Process**

The City will attempt to follow this timetable, which should result in the implementation of a banking services agreement by May 1, 2018.

Issue RFP	November 30, 2017
Vendor questions due	January 5, 2018
Proposal responses due	January 31, 2018
Interview with selected banks (if required)	February 6, 2018
Preliminary selection of bank	February 9, 2018
Recommendation to City Council	February 22, 2018
Implementation of Banking Services Agreement	May 1, 2018

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### **Introduction**

City of Pacific Banking  
Services Contract Request  
for Proposal

The City of Pacific is soliciting competitive proposals in order to obtain a banking relationship that provides maximum services to the City. The City of Pacific invites qualified local banking institutions to submit proposals for the provision of banking services as described in the attached specifications. Written proposals using the official forms provided herein will be received until **4:00 p.m., Friday, April 20, 2018**, at the Finance Department, Pacific City Hall, 100 3<sup>rd</sup> Avenue SE, Pacific, WA, 98047.

#### **1. Conditions Qualifying a Banking Institution to Propose**

a. **Location Within 5 miles of the City Limits of Pacific, WA**

A proposer must be a federal or state of Washington chartered banking institution with branch banking facilities located within 5 miles of the city limits of the City of Pacific. If the headquarters of the proposer is not located within 5 miles of the city limits, a branch bank of the proposer located within the 5 mile range of the city must be able to offer the full range of banking services required by this Request for Proposal (RFP) for the duration of the contract.

The City reserves the right to cancel the Banking Service Contract at any time if the proposer, for whatever reason, becomes unable to offer the full range of banking services at the Pacific branch bank as required by the RFP.

**b. Designated Depository**

A proposer must be designated by the Washington Public Deposit Protection Commission as a qualified public depository. The qualified designation must remain in effect for the duration of the Banking Services Contract. The City reserves the right to cancel its Banking Services Agreement without notice if the bank ceases to be a qualified public depository per the Washington Public Deposit Protection Commission.

**c. Required Financial Information**

The proposer must provide copies of all documents required by state law (Public Fund Protection Act of 1969, Chapter 193) to the City's Finance Director. The banking institution must meet or exceed the requirements outlined therein.

**d. Transferring Ownership**

The City also reserves the right to cancel its Banking Service Agreement without notice if the bank is sold or merged with another bank.

**e. Other Qualifying Conditions**

1. The banking services of the City will be reviewed after three (3) years. Upon mutual consent between the Finance Director and the banking institution, the agreement may be extended twice, each time for an additional one (1) year period at a cost not to exceed an increase based on 90 percent of the annual Consumer Price Index All Urban Consumers, Seattle, Bremerton, Tacoma (CPI-U), issued for the most recent June period. This is the CPI-U published by the U.S. Department of Labor, Bureau of Labor Statistics, P.O. Box 193766, San Francisco, CA 94119-3766.
2. All banks submitting proposals must be full-service banking institutions capable of providing at least those services identified in Exhibit A.
3. The City of Pacific may find that at various times it may be in need of additional funds, which may be borrowed from various banks in the form of interest bearing warrants or short-term notes. These loans may be backed by anticipated specific City revenues or sales of General Obligation, Revenue, or Local Improvement District Bonds. The successful banking institution agrees to bid on all legally acceptable interim-financing loan requests by the City of Pacific on a prompt and competitive basis.

4. Although a banking institution will be appointed to handle the regular checking activity, the City will reserve the right to rescind such appointment, should the banking relationship become unsatisfactory, at the sole discretion of the City.
5. The investment activities of the City will in no way be affected by the appointment of a banking institution to handle the City's regular checking account. All investment activities will be handled at the direction of the City's Finance Director and in accordance with City policy and state law.
6. The City of Pacific reserves the right to schedule a tour of the local facilities, whether headquarters or branch office, of any or all banking institutions that submit proposals to this RFP.

## **2. Procedural Instructions**

### **a. Intent**

The intent of this Request for Proposal (RFP) is to select one banking institution to provide basic banking services to the City of Pacific, Washington. However, the City may also elect to award an agreement to the winning proposer for any or all optional services.

### **b. Proposal Form**

Each proposer shall use the attached Proposal Form (Item 10 below) or copies thereof in submitting a proposal. It is required that the proposal be completed in its entirety with the exception of the optional banking services section of the proposal. The proposal must include a copy of the banking institution's last audited financial report.

### **c. No Proposal**

If a proposer cannot meet a service requirement, then the term "No Proposal" should be entered on the Proposal Form for that specific requirement. In the case of a "No Proposal" remark, the proposer may offer an equivalent alternative service.

### **d. Multiple Proposals**

A proposer may submit equivalent alternative proposals for any of the optional banking services.

**e. Proposal Deadline**

A proposal must be submitted in a sealed envelope or package bearing the title "City of Pacific - Banking Services" along with the proposer's name and address. The proposer shall return one (1) signed original and seven (10) copies of completed Proposal Forms and other required information to the Finance Department, 100 3<sup>rd</sup> Avenue SE, Washington, 98047 no later than **4:00 p.m., Friday, April 20, 2018**. It is the responsibility of the proposer to ensure that the proposal arrives on time at the correct location. All proposals received later than this time will be returned to the financial institution unopened. An official of the bank authorized to bind the bank must sign additional proposals. The proposal must be valid for a period of not less than ninety (90) calendar days from the date of receipt by the Finance Director.

**f. Public Information**

All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon proposal opening and will be available for review upon request in accordance with state law.

**g. Contact Office**

The Finance Director's office shall be the only contact office for any or all aspects of this RFP. All requests for information from the Finance Director shall be made in writing or by e-mail and the response shall be made in like manner.

**h. Right to Reject Proposals and Waive Informalities**

The City reserves the right to reject any or all proposals, to waive any nonmaterial irregularities or informalities in any RFP, and to accept or reject any item or combination of items.

**i. Execution of Agreement**

If a banking institution does not execute an agreement within ten (10) days of Council passage of a resolution awarding contract, the City may give notice to the banking institution of the City's intent to select the next most qualified "proposing banking institution" or call for new proposals, whichever the Finance Director deems most appropriate.

### **3. Selection Process**

#### **a. Criteria for Selection**

Criteria for evaluation of proposals shall be as follows:

1. Legal and other qualifications met by the proposer.
2. Completeness of proposal.
3. Financial strength and capacity of the banking institution.
4. Ability to meet requirements. All service requirements must be able to be installed and operating on the first day of the bank contract.
5. Expected convenience of banking services for the City personnel involved.
6. Total estimated costs to the City.

#### **b. Responsiveness to Criteria**

1. Services will be evaluated on availability, time schedules, reporting, and in the case of interest-bearing demand accounts, services will be evaluated on interest rates. Each proposer is required to submit examples of reports mentioned in Required Services.
2. All proposals from qualified public depositories that pass the completeness test and financial strength/capacity tests and provide a satisfactory customer service level will then be ranked based upon least total cost to the City. Total cost to the City is defined as the lowest combination of projected monthly service costs, highest earnings factor specified in banking institution's proposal, and the resulting compensating direct fee.
3. The basic required service proposal will be evaluated separately from any optional service proposal. Please make each proposal separate so that each can be evaluated on its individual completeness and cost criteria.



#### **4. Contract Terms**

##### **a. Contract Period**

The selected banking institution shall be designated as the City's depository for a two and a half (2.5) year period commencing July 1, 2018. The Banking Services Contract shall contain an automatic renewal clause, unless either party gives written notice at least 90 days prior to May 31, 2020, which may be used twice for the following two (2) year extension periods under the same terms and conditions, thereby providing for up to ten (6) years of depository and banking services.

##### **b. Cancellation of Contract**

The Banking Services Contract shall provide that either the City or the selected banking institution reserves the right to cancel any agreement at any time upon ninety (90) days written notice of its intent to terminate any agreement.

##### **c. Awarding of Contract**

The City of Pacific Banking Services Contract is expected to be awarded at the May 14, 2018 City Council Meeting, in the Pacific Council Chambers, located at 100 3<sup>rd</sup> Avenue SE, Pacific, Washington, 98047, or other location as may be publicly advertised by the City.

#### **5. Description of Operating System**

##### **a. Background**

The City of Pacific currently maintains one main account for treasurer's checks and payroll checks. The main account performs as the general operating account and receives all City revenues and maturing investments. Disbursements from this account are made by City Treasurer's checks, wire transfer and ACH.

#### **6. Required Banking Services**

Each proposer shall submit a comprehensive list of service prices by completing the service cost section of the RFP. This list will be considered all-inclusive and the prices shown on the list shall be incorporated into the agreement and will be effective for the duration of the Banking Services Contract. Services will be evaluated on availability, costs, time schedules, interest rates, and the applicability of optional services. The following categories are the basic package of required banking services:

**a. Depository**

- The banking institution will furnish the City with a checking account into which deposits from up to two (2) different departments may be made once a day. Collections are primarily comprised of checks, customer initiated ACH payments with some currency and credit card transactions. Disbursements from the main account will be mainly through the sweep account for daily claims and payroll warrants; Treasurer's checks and a small number of wire transfers. The City of Pacific currently issues approximately 100 claims checks and 5 payroll checks per month through the main account. The daily net usable balance of funds after allowing for uncollected funds shall receive interest overnight.
- The bank shall provide locking deposit bags as requested by the City. The bank should be able to provide night deposit services.
- The bank may receive direct payments or deposits to City accounts other than from the City. In these instances, the bank shall provide the City the next banking day a receipt of the transaction.
- The bank shall automatically present (reprocess) returned deposited items a second time.

**b. Additional Small Checking Accounts as Needed**

The banking institution will provide the City with additional low-volume special purpose checking accounts as the need arises (Court services). Such accounts will be provided with personalized and pre-numbered checks and deposit slips at no additional charge, and will be included in the total account analysis, with earnings credit given for collected balances and itemized charges compensated for through collected balance or fee payment through the primary demand deposit checking account. No charges will be made directly to any of these special accounts.

**c. Electronic Funds Transfer**

The Finance Department initiates wire transfers and ACH by web-based systems with telephone service as a backup. The banking institution should provide automated wire transfer facilities that allow the Finance Department to initiate outgoing transfers and receive data on incoming wire transfers.

It is estimated that the City will have approximately 85 ACH credits and 10 ACH debits per month. The City receives between 25 and 40 credit card deposits per month. The banking

institution will provide for instant wire transfer of funds and able to wire securities to any bank using the interbank and federal wire systems for investment purchases or sales and other transactions with commercial banks or brokerage houses. The bank will honor all outgoing wire requests by the City regardless of funds in the City's account at the time of the request. Incoming wires shall be posted to City's account within one hour of being received by the bank. When there are both transfers in and transfers out during the same day, they will be treated as if occurring simultaneously, precluding any consideration of daylight overdrafts for purposes of this RFP. Wire service credit and debit notices must be reported daily and included in the monthly statement.

**d. Account Maintenance**

**1. Collected Balance Reporting**

Each weekday morning by 8:30 a.m., after posting all of the previous day's activity, the banking institution will provide the City's Finance Department with information as to the current collected balance in the City's account. This daily information needs to include details related to electronic deposits. The City is interested in utilizing the latest technology to access this information. In the event that the banking institution is unable to provide a current collected balance by 8:30 a.m., the City will use its indicated ledger balance for investment purposes as if it were the current collected balance. The City shall not be charged or penalized if an overdraft results due to the account balance information not being available at the specified time.

**2. Deposits**

Deposits accepted and/or received by 6:00 p.m., will be credited to the account on that same day.

**3. Statements**

Monthly Statements showing the overall activity of the City's account(s) will be provided. These reports shall include a monthly detailed analysis of the banking institution's cost of operating the City's account(s). The monthly statement will include the amount of interest paid or charged as a result of the daily funds balance.

An Annual Statement will be provided following year-end (December 31) showing comparative data for the year by month and by major service cost category to be identified by the City. This information will be "actual" data and shall include columns for units processed and collected, and ledger balances. This report will be provided at no additional cost to the City.

**4. Resource Personnel**

The banking institution shall identify personnel in both the local Pacific branch and headquarters who are available during normal working hours to answer questions pertaining to transactions which require more detailed explanation. These personnel shall be familiar with the City's account(s) and the Banking Services Contract.

**5. Priority Teller Services**

Should such a need arise, provision will be made for priority servicing of the City's deposits and related banking business, such that City personnel will not need to wait in line to make deposits and will be able to perform all banking business at one work station.

**6. Insufficient Funds**

Deposited checks returned for insufficient funds shall be automatically presented for collection a second time.

**e. Online Services**

Online services such as account balance information, transfers between accounts, deposit transaction details, and payment transaction details shall be provided through secure website access.

**f. Printing**

The banking institution will provide deposit slips, and endorsement stamps for the demand deposit account.

**g. Investment Assistance**

The banking institution may provide investment information and assistance in the management of the City's investment portfolio as permitted by pertinent federal and state laws and regulations. The banking institution will make available to the City, Repurchase Agreements, Banker's Acceptances, and Certificates of Deposit, and will purchase Government and Federal Agency Securities for the City as directed.

State Investment Pool: The City invests in the State of Washington Local Government Investment Pool. These investments may involve a transaction with the pool on a daily basis. The bank will be required to send and receive funds from the pool.

The City of Pacific will exercise its option to obtain competitive investment bids as outlined in the City's formal investment policy.

#### **h. Safekeeping**

The City purchases all securities on a delivery versus payment method. The selected banking institution may be the City's custodial agent in charge of providing safekeeping facilities and services for all securities that the City purchases. In doing so, the banking institution will comply with all state and federal regulations regarding safekeeping of City securities. The agent banking institution shall control the securities through its own safekeeping department, through any corresponding bank with which it deals regularly, or through the Federal Reserve Bank of San Francisco. All proposals should identify where safekeeping facilities will be located and what banks are used as corresponding banks. The banking institution shall arrange for safekeeping services with its correspondent bank in New York, should transactions occur involving securities that are not wire able. Each proposal shall clearly specify services to be performed and the respective monthly cost.

Upon request, as well as at the end of each month, the banking institution will provide a complete inventory listing of the securities being held in safekeeping for the City, with no additional fee beyond the transaction fees stipulated in the attached bid response form. Fees will not be subject to change during the initial term of the contract.

#### **i. Competitive Bidding — Interim Financing**

The banking institution agrees to bid competitively on all legally acceptable interim financing debt issues such as tax anticipation notes, bond anticipation notes, or other notes issued in anticipation of future City revenues.

#### **j. Depository Credit Card Transactions**

The City's Finance Department currently accept credit cards (VISA and MasterCard) as a means for payment of City services, with the vast majority being payments on City utilities. The City currently has one merchant department that accepts credit cards as a means for payment. Currently the City averages 750 transactions with a dollar value of \$65,000 per year. The banking institution shall supply the appropriate supplies and equipment to do on-line verifications. The City will be credited for the bankcard transactions in gross amount and the

merchant discount will go against the monthly analysis. The bank will specify in their proposal which credit cards the bank will process and the related cost to the City.

**k. Direct Deposit to Checking and Savings Accounts**

The City provides employees with the option of direct deposit of payroll checks to the institution of their choice. The City allows employees to have multiple bank account transfers, which may result in the generation of a higher number of transactions than number of employees. The successful respondent must be able to provide this service. These items must be transmitted to the bank using a website interface. The bank should indicate the minimum number of working days prior to the date of payment that the City would be required to deposit payroll monies and provide the transmission information. Funds shall be available to employees at their respective banks at the time of opening on the date of payment.

The bank shall indicate if they use a corresponding institution to facilitate Direct Deposit services.

The bank shall explain its security structure and requirements for direct deposit.

**l. Automatic/On-Line Payments**

The City provides its customers with the option of paying utility and other charges on-line or by automatic payment. The successful bidder must be able to provide these services with minimum or no interruption to City customers.

**m. Security of Deposits**

Proposers are required to provide a comprehensive description of security measures in place to prevent electronic theft, tampering, or identity theft, along with procedures the proposer will follow in the event the City's account(s) are breached, including how the City will be indemnified in the event of loss.

**n. Security of Branch Location**

Proposers are required to provide a comprehensive description of security measures in place to protect its branch location, including cameras, guards or other relevant measures to ensure the safety of its customers and branch employees.

**o. Other**

Proposers are requested to list any services not previously specified that will be provided to the City at no additional cost.

## **7. Compensation**

Each quarter the bank will be compensated for the services provided. The following procedures will be followed:

1. The bank will compute the actual cost to service the account based on the transaction volumes and the actual services provided.
2. The bank will compute the average collected funds balance and calculate a service charge credit against the costs determined in #1 above. The earnings rate on these balances will be a factor in the consideration of each proposal. The use of a sweep account is acceptable.
3. The bank will compute the difference between the account service charge in #1 above and in the service charge credit computed in #2 above. If a sweep account is used, then direct billing for service charges is acceptable.
4. If the charges exceed the credit, the City shall compensate the bank for the excess charges.
5. If the service charge credits exceed the service charges for the account, the bank will compensate the City for excess service charge credits.
6. The charges calculated in this section shall be the sole compensation to the bank for account services provided.
7. The bank agrees to abide by the service charges submitted in its proposal for a period of four (2.5) years, and for an additional two (2) optional two (2) year extension periods as set forth above.

## **8. Optional Banking Services**

In addition to the basic services described the City requests proposals for optional services. A proposer may, under separate cover, submit optional proposals for other services that the proposer feels would be in the best interest of the City. The "Selection Criteria" set forth previously herein applies to the selection of a banking institution for optional banking service(s). The City may be interested in the following optional banking services:

### **a. Check Reconciliations**

The banking institution will provide an automated reconciliation plan (ARP) report to the City

for the warrants paid the previous day together with the daily summary statement on the next working day.

**b. Automatic Overnight Investments**

At a mutually agreed upon time each working day, the prior day's net collected balance shall be invested overnight through the banking institution's own investment department at a stipulated percentage rate, i.e., 75 percent of prime, 80 percent of 180-day T-bill, etc.

**9. City Volume of Activity**

**BANKING SERVICES**

**Types of Accounts**

- One (1) General Treasury (Public Funds)
- One (1) Sweep Account

**Average Monthly Activity (not intended to be a guaranteed minimum or maximum)**

- Number of Deposits – 37
- Number of Items Deposited — 675
- Number of Checks/Warrants Written — 100
- Number of ACH Deposit Transactions — 82
- Number of outgoing ACH Transactions — 9
- Number of Wire Transfers In - 1/Out - 1
- Number of Returned Items - 3
- Number of Accounts – 1
- Credit Card Transactions Number – 60
- Credit Card Transactions Dollar Value - \$5,250



• **10. Banking Services Proposal Template**

Richard A. Gould  
Finance Director 100  
3<sup>rd</sup> Avenue SE  
Pacific, WA 98047

Dear Mr. Gould:

We have read the Request for Proposal (RFP) for Banking Services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the City of Pacific. A copy of the Proposal is attached.

We have attached the following:

1. The most recent call report available.
2. Audited Annual Financial Report for the most recent fiscal year.
3. Bank availability schedule.
4. Information for on-line balance reporting, if available.
5. Listing of other public entities our bank does business with.
6. Copy of latest Public Depository Liability Report as submitted to the Public Deposit Protection Commission.

It is understood the above information will be used as evidence of our ability to meet the capital structure requirements necessary to service this account.

It is further understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

The undersigned certifies that the completion of this Bid Response is a binding commitment to provide the banking services requested as proposed herein.

SUBMITTED BY:

\_\_\_\_\_  
(Bank)

\_\_\_\_\_  
(Authorized Signature - Title)

\_\_\_\_\_  
(Authorized Signature - Title)

\_\_\_\_\_  
(Telephone/Date)

\_\_\_\_\_  
(Telephone/Date)

## PROPOSAL - MANDATORY BANKING SERVICES

The undersigned, a banking institution maintaining branch offices within the city limits of the City of Pacific, Washington, submits the following bid for banking services for the two and a half (2.5)- year period beginning July 1, 2018, as per specifications and exhibits attached.

### 1. Bank Services to be provided:

- a. Demand deposit checking account services
- b. Additional checking accounts as necessary
- c. Electronic fund transfers notification and on-line service ability
- d. Account reporting, maintenance, and service
- e. On-line services
- f. Printing
- g. Credit cards
- h. Investment Assistance
- i. Safekeeping services
- j. Competitively bidding on all legally acceptable interim financing loans requested by the City on a prompt basis
- k. Depository credit card transactions
- l. Direct deposit to checking accounts
- m. Automatic Payment Deposits
- n. Other services as specified in this Request for Proposal

### 2. Charges for Services

Please complete all items on the questionnaire and attach any supplemental material you wish. You may use a separate sheet of paper to answer the following questions. If there are other services your financial institution can provide that would benefit the City, please provide the cost of those services and how they would benefit the City. If your financial institution does not or cannot provide a specifically requested service, please indicate so. Please submit samples of reports (e.g., check printouts, bank statements, account analysis, etc.) The City retains the right to select any and/or all items listed in this questionnaire as services to be provided by the financial institution receiving the contract.

Checking Account Fees: (Please state your fees for the following services. If there is no cost, enter "none")

- Account maintenance fee, (monthly) \_\_\_\_\_
- A. Deposits, per deposit \_\_\_\_\_
- B. Wire transfers (in) per transfer \_\_\_\_\_
- C. Wire transfers (out) per transfer \_\_\_\_\_

- D. Repetitive wire transfer\_\_\_\_\_
- E. Terminal access for executing wire transfers and account inquiry  
\_\_\_\_\_
- F. Returned items, per item\_\_\_\_\_
- G. Stop payment, per item\_\_\_\_\_
- H. Check/warrant processing, per item\_\_\_\_\_
- I. Negative balance fee, percent of published prime rate as published in the “Western Edition” of the Wall Street Journal\_\_\_\_\_
- J. Direct deposit charges (please itemize)\_\_\_\_\_
- K. Automatic payment deposits\_\_\_\_\_
- L. Daily earnings rate on collected funds remaining in account at close of business  
\_\_\_\_\_
- M. (A) Bank card discount rate\_\_\_\_\_
- (B) Other bank card related fees\_\_\_\_\_
- N. Other charges (list and describe)\_\_\_\_\_

3. Credit for account balances (describe the formula proposed to calculate the service charge credit for collected fund balances). What is the policy regarding overdrafts and negative collected balances?
4. Overdraft Line of Credit (describe the mechanism and fee for handling possible overdraft situations).
5. Wire transfers (describe security procedures).
6. Safekeeping Services (describe fee structure and procedures).
7. Minimum of three (3) references from local clients (including municipal clients if available).
8. Who may we contact at your financial institution regarding this proposal?

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Name	Title	Phone
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**PROPOSAL - OPTIONAL BANKING SERVICES FEE**

- A. Check reconciliation services\_\_\_\_\_
- B. Automatic Overnight Investments (percent of earnings)\_\_\_\_\_

## 11. Evaluation Criteria for Selection Banking Services Proposal

Each proposal will be evaluated on the six (6) criteria listed in section 3.a. of the City of Pacific, WA Request for Proposal — Banking Services Contract. Only the basic required services will be evaluated by this method. The optional services will be evaluated separately. The contract will be awarded to the institution with the highest net total.

The six criteria will be weighted according to the following allocations:

- |   |                            |
|---|----------------------------|
| 1. Legal and other qualifications met by the proposer.  | _____ (10 points maximum)  |
| 2. Completeness of proposal.  | _____ (10 points maximum)  |
| 3. Financial strength and capacity of the banking institution.  | _____ (10 points maximum)  |
| 4. Ability to meet requirements. All service requirements must be able to be installed and operating on the first day of the bank contract. | _____ (20 points maximum)  |
| 5. Expected convenience of banking services for the City personnel involved.  | _____ (20 points maximum)  |
| 6. Total estimated costs to the City.   | _____ (20 points maximum)  |
| 7. Client references (municipal clients preferred)  | _____ (10 points maximum)  |
| <b>Total</b>  | _____ (100 points maximum) |

**12. (Proposed Banking Services Contract) Banking Services Proposal**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
PACIFIC AND \_\_\_\_\_ FOR BANKING SERVICES**

THIS AGREEMENT, made and entered into in Snohomish County, Washington, by and between the CITY OF PACIFIC, hereinafter called the "City", and \_\_\_\_\_, hereinafter called the "Financial Institution"

WHEREAS, the Financial Institution has represented, and by entering into this Agreement now represents, that the firm and all employees assigned to work on any City project are in full compliance within the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein below, the parties hereto agree as follows:

**ARTICLE I. PURPOSE**

The purpose of this agreement is to provide the City with banking and financial services as described in Article II. The general terms and conditions of relationships between the City and the Financial Institution are specified in this agreement.

**ARTICLE II. SCOPE OF WORK**

The Bank shall furnish all labor, materials, and supplies necessary to perform the required Banking Services as stated in the Banking Services Proposal (the "RFP") attached as Exhibit A and incorporated by this reference. All performance of Banking Services under this Agreement shall meet all applicable requirements of the state and federal law.

**ARTICLE III. OBLIGATIONS OF THE FINANCIAL INSTITUTION**

**3.1 MINOR CHANGES IN SCOPE.** The Financial Institution shall accept minor changes, amendments, or revisions, in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in costs or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Financial Institution perform work or render services in connection with each project in addition to or other than work provided by the expressed intent of the scope of work in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**3.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents listed in the scope of services shall be furnished by the Financial Institution to the City, and upon completion of the work shall become the property of the City, except that the Financial Institution shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

In the event that the Financial Institution shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Financial Institution, along with a summary of work done to date of default or termination, shall become the property of the City.

Financial Institution will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Financial Institution.

**3.3 TIME OF PERFORMANCE.** The term of this agreement shall be two and a half (2) years beginning July 1, 2018 through December 31, 2020. Upon mutual written consent, subject to the provisions for termination as set forth in Article V, paragraph 5.2, this agreement may be extended twice, each time for two (2) additional years. During any extension period, all terms and conditions of the existing Agreement shall remain in effect except for those terms and conditions mutually agreed to in writing and amended for the extension period. The Financial Institution shall be authorized to begin work under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work no later than July 1, 2018, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.

**3.4 NON-ASSIGNABLE.** The services to be provided by the Financial Institution shall not be assigned or subcontracted without the express written consent of the City.

**3.5 EMPLOYMENT.** Any and all employees of the Financial Institution, while engaged in the performance of any work or services required by the Financial Institution under this agreement, shall be considered employees of the Financial Institution only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Financial Institution or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Financial Institution.

**3.6 INDEMNITY.**

a. The Financial Institution will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents, and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgments, and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omission of the Financial Institution in performance of Financial Institution's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Financial Institution or other person, and all property owned or claimed by the City, the Financial Institution, or affiliate of the Financial Institution, or any other person.

b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Financial Institution and the City, its members, officers, employees, and agents, the Financial Institution's liability to the City, by way of indemnification, shall be only to the extent of the Financial Institution's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

d. For the purposes of the indemnity contained in subpart "A" of this paragraph 3.6, Financial Institution hereby knowing, intentionally, and voluntarily waives the immunity of the Industrial Insurance Act, Title 51 RCW. \_\_\_\_\_(initials)\_\_\_\_\_ (initials)

3.7 **INSURANCE.** The Financial Institution shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Financial Institution, its agents, representatives, or employees.

**No Limitation.** Financial Institution's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Financial Institution to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

a. **Minimum Scope of Insurance.** Financial Institution shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury. The City shall be named as an insured under the Financial Institution's Commercial General Liability insurance policy with respect to the work performed for the City.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Financial Institution's profession.

b. **Minimum Amounts of Insurance.** Financial Institution shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.



c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability, and Commercial General Liability insurance:

1. The Financial Institution's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Financial Institution's insurance and shall not contribute with it.

d. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A , VII.

e. Verification of Coverage. Financial Institution shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Financial Institution before commencement of the work. Throughout the term of this Agreement, the Financial Institution shall provide the City with proof of insurance upon request by the City.

**3.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Financial Institution agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age, or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or any other forms of compensation; selection for training, rendition of services. The Financial Institution further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Financial Institution understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Financial Institution will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**3.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of his agreement, the Financial Institution agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**3.10 AFFIRMATIVE ACTION.** Affirmative action shall be implemented by the Financial Institution to ensure that applicants for employment and all employees are treated without regard to race, creed, color, sex, age, marital status, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The Financial Institution agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

3.11 **LEGAL RELATIONS.** The Financial Institution shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation, breach or enforcement of this agreement shall be in Snohomish County Superior Court.

3.12 **INDEPENDENT CONTRACTOR.** The Financial Institution's relation to the City shall at all times be as an independent contractor.

3.13 **CONFLICTS OF INTEREST.** While this is a non-exclusive agreement the Financial Institution agrees to and will notify the City of any potential conflicts of interest in Financial Institution's client base and will seek and obtain written permission from the City prior to providing services to third parties where a conflict of interest is apparent. If a conflict is irreconcilable, the City reserves the right to terminate this agreement.

3.14 **CITY CONFIDENCES.** The Financial Institution agrees to and will keep in strict confidence, and will not disclose, communicate, or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

#### **ARTICLE IV. OBLIGATIONS OF THE CITY**

4.1 **PAYMENTS.** The Financial Institution shall be paid by the City for completed work for services rendered under this agreement and as detailed in the **Exhibit A, Fees**, as provided herein after. Fees will be paid through compensating balances or where and if specified in the exhibit through direct credit to the City's account. Such payments shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Financial Institution an additional amount based on a time and expense basis, based upon Financial Institution's current schedule of hourly rates.

4.2 **CITY APPROVAL.** Notwithstanding the Financial Institution's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.

#### **ARTICLE V. GENERAL**

5.1 **NOTICES.** Notices to the City shall be sent to the following address:

**CITY OF PACIFIC**  
**ATTN: Finance Director 100**  
**3<sup>rd</sup> Avenue SE PACIFIC, WA**  
**98047**

Notices to the Financial Institution shall be sent to the following address:

**[FINANCIAL INSTITUTION NAME & MAILING ADDRESS]**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

5.2 **TERMINATION.** The right is reserved by the City to terminate this agreement in whole or in part at any time upon Three (3) months' written notice to the Financial Institution.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Financial Institution which, when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination applied to the total work required for the project.

5.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.

5.4 **NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this \_\_\_ day of \_\_\_\_\_, 2018.

CITY OF PACIFIC

[FINANCIAL INSTITUTION]

By: \_\_\_\_\_  
Leanne Guier, Mayor

By: \_\_\_\_\_  
[Signor], [Title]

ATTEST

APPROVED AS TO FORM

By: \_\_\_\_\_  
Amy Stevenson-Ness, City Clerk

By: \_\_\_\_\_  
Kinnon W. Williams, City Attorney

ATTACHMENTS:

EXHIBIT A: Banking Services Fee Schedule

EXHIBIT B: Insurance Verification

