

Roeland Park City Council
FINANCE COMMITTEE MEETING
Agenda
6:00 PM
August 25, 2008

Meeting Chair: Bill Art and Co-Chair: Scott Gregory

- I. Call to order
- II. Old Business
 - A. Citywide Wi-Fi
 - B. Use of Proceeds from Sale of Land
 - C. Banking Services RFQ
- III. New Business
 - A. Mid Year Report from City Clerk
 - B. City Treasurer Quarterly Report format discussion
 - C. Consider having a budget for all capital improvement projects. (Audit of the RC12-013 project and a copy of the proposed budget for the RC12-012 project.)
- IV. Other Matters
 - A. Performance Audit
- V. Adjournment

CITY OF ROELAND PARK, KANSAS

**REQUEST FOR PROPOSALS
FOR BANKING SERVICES**

August 21, 2008

4600 W 51st Street
Roeland Park, KS 66205

CITY OF ROELAND PARK, KANSAS

REQUEST FOR PROPOSALS FOR CITY BANKING SERVICES

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CITY INVESTMENT POLICY

REQUEST FOR PROPOSAL FOR BANKING SERVICES CITY OF ROELAND PARK, KANSAS

I. GENERAL BACKGROUND

The City of Roeland Park, Kansas (the City) is soliciting proposals for banking services from banks that are eligible to be a depository for City funds. The Request for Proposal (RFP) covers general banking services, safekeeping services, merchant credit card services, credit cards and purchasing cards. The term of the anticipated banking services agreement will be approximately three years, from January 1, 2009, through December 31, 2011, with three one-year renewal options. The contract shall be at a fixed price for the initial three-year term, and the City desires to know the maximum price escalation if any for the one year renewal options.

This RFP does not include any investment management services. These services would be covered under a different RFP.

The City encourages all eligible and qualified banks to examine this RFP carefully. Qualified banks are requested to submit proposals to provide banking services as defined in this RFP. The City expects the selected bank to be a leader and an innovator in the development and execution of financial products and services, and expects these services to be of the highest quality. This RFP, including the exhibits, is available in electronic format on the City's Internet site at www.roelandpark.net or by contacting Debra Mootz, City Clerk at (913) 722-2600 x203 or by e-mail at dlmootz@roelandpark.org.

II. MINIMUM QUALIFICATIONS

This section lists the minimum qualifications and criteria for a bank's proposal to be eligible for consideration and evaluation. Specific responses to each requirement must be provided in the accompanying response forms. For a proposal to this RFP to be considered and evaluated a bank must:

- Be insured by the Federal Deposit Insurance Corporation (FDIC).
- Be eligible to be a depository of City funds with a full service branch in or near Roeland Park. All responding banks must complete Exhibit A.
- Be an on-line cash and securities member of the Federal Reserve.
- Be able to provide 110% collateralization of all City deposits with collateral in compliance with the state law..
- Provide credit information from a nationally recognized source.
- Have the capacity to provide all "Required Services" internally. The City prefers that the responding bank provide services without the use of joint ventures, consortiums or contract service providers because of control issues. The City will determine the acceptability of any arrangements with the objective of the RFP being the "total solution."
- Maintain a financial institution bond, Form 24 or equivalent, with a limit of not less than \$3,000,000, banker's professional liability in the amount of \$2,000,000 per occurrence/annual aggregate and valuable paper coverage.

III. SCOPE OF SERVICES

Details of the services to be provided to the City are separated into three categories.

Required Banking Services

These services are listed in Section IV and in Exhibit B and must be provided by the selected bank.

Optional Banking Services

These services are listed in Section V and in Exhibit C, and the City may desire to use them depending on the availability and price of the services offered. However, the City may award a contract for these services to a separate bank(s) besides the main depository that is awarded the contract for required services in Section IV above. Proposals are not required to address any optional services in order to be considered an acceptable proposal.

Other Value Added Banking Services

These are services not otherwise identified in this RFP that the proposing bank may offer to the City. Please submit your proposal on Exhibit D for any additional services that you wish the City to consider. Include all necessary attachments and discussion materials to clarify the services being offered.

IV. REQUIRED BANKING SERVICES

All proposals must include the following services, which will be required in the City's Banking Services agreement. Proposing banks must submit a completed Exhibit B with the proposal. Exhibit B is available in electronic form if desired.

Account Structure

The management of the City's accounts are organized in the manner below. Please describe your best method of managing the City's funds to maximize efficiency and return on deposits. The City will need the following bank accounts and requires a monthly statement on each account. The City prefers electronic statements, but will accept a paper statement if an electronic version is not available. All City accounts should have the ability to have an ACH block on electronic transactions initiated by external parties other than those approved by the City in advance.

General Operating Account

The General Operating Account is used for the deposit of all City receipts and for the management of City investments. The City will send and receive wire transfers and ACH transfer, write checks and make deposits to this account. The city requires e-mail notification of all incoming wire transfers for this account at no cost to the City. Funds from this account are transferred into the invoice clearing and payroll accounts as needed. On average, deposits/credits totaling about \$ [REDACTED] are made to the account each year. The daily balance in this account over the last 12 months average \$ [REDACTED]. This account will bear interest, credited monthly, based on the

The financial institution agrees to provide checks as well as deposit slips without charge to the City.

If the City develops a need for additional accounts or services, the accounts or services should be provided with the same conditions that apply to existing similar accounts or services at the time.

On-Line Access to Treasury Information

Describe in detail your on-line communications capabilities for balance inquiry including immediate and delayed clearing balances, item image retrieval, wire and ACH transfer initiation, stale dated check management, stop pay management, exception item review using positive pay, safekeeping data and investment performance reporting , and any other on-line information that is available to the City. In addition, please describe the training available and appropriate controls regarding the City accounts using on-line access. Finally, indicate the hardware/system requirements necessary to run the access program.

Availability of Funds Deposited

The City desires to know the collected funds availability schedule for its deposits. These deposits include checks, credit cards, money orders, cash, ACH credits and wires from local, regional, and out of state banks. The City requires updates as the schedule changes. Also describe the latest daily deposit time for fastest availability on deposits. Please explain how interest is calculated on deposits made after cutoff.

Positive Pay and Automated Account Reconciliation

The City requires the use of a positive pay account reconciliation and fraud prevention program on all disbursement accounts. As checks are disbursed, the City, or a third-party service vendor, will provide the bank with a computer readable record file detailing the check number, date and dollar amount of each item. Only those items reported by the City will be allowed to clear the account. The bank shall provide the City with a daily list of exception items for payment approval or rejection. The City requires that the exception items not be paid as the automatic default. Please include information regarding the requirements for the electronic file, such as format, etc.

At the end of each month the account reconciliation consists of outstanding items. The City requires information be provided electronically to reconcile its accounts. The electronic file shall be in the standard comma delimited format for interfacing with the City's financial system, FundBalance (please provide a sample file). Information is expected to be received within three business days of month-end. Responding banks should describe their systems and how stale dated checks will be handled. The City desires that the positive pay program be integrated with the bank teller operations to maximize control. In the response, please describe the status of the on-line teller access. Also, please include information on the current or future ability to read the "payable to" line on the check as an additional positive match for check payment or rejection.

Cancelled Check Safekeeping

Please describe your cancelled check safekeeping to include image recovery for processed checks. The City desires monthly check image information to be accessed via computer on-line and also

on CD Rom for easy storage and research. The CD Rom shall include images of both the front and the back of checks.

Employee Payroll

The City requires that employees be able to cash payroll checks at any bank branch location free of charge with the use of proper identification.

Employee HSA Account

The City requires that employees be able to open HSA Accounts at any bank branch location, waiving any required opening balance requirements.

Courier Service

Weekly courier service; pickup will be at City Hall, 4600 W. 51st Street, Roeland Park, KS 66208.

Check to ACH Conversion for NSF Second Presentment Checks

The City requires the ability to convert NSF checks to ACH for collection rather than a second presentment of the check. Please provide information with regard to this service.

Banking Supplies

The bank will provide lockable or disposable moneybags, endorsement stamps, and printed deposit slips for all accounts. The City will provide the checks that will meet bank specifications.

Collateral

Pursuant to K.S.A. 9-1402, and amendments thereto, the bank is required to collateralize City deposits. The City requires that pledged securities have a market value equal to at least 110% of the amount of the total deposits of public funds, including accrued interest earned. Under the City's investment policy, the following items are considered acceptable collateral:

- A. Direct obligations of, or obligations insured as to principal and interest by, the United States Government or any agency thereof, and obligations and securities of United States sponsored corporations, which under federal law may be accepted as security for public funds.

- B. Any other as allowed by KSA 9-1401 et al.

If the bank chooses to pledge securities as collateral, the bank will be required to pledge the securities at the Federal Reserve Bank or at the Federal Home Loan Bank and execute a Security Agreement with the City giving control of the securities to the City.

Safekeeping Accounts

Mark to Market Valuation

The safekeeping bank will be required to value all securities held in the City's name at least monthly. The City is responsible for monitoring collateral value against deposits in banks. Security pricing procedures should be described in the response.

Computer Access to Information

The City desires access to information using personal computers. Account information will be accessed from the Internet. The City will need access to transaction and holdings information for all accounts referred to above. Access should be available on a daily basis to “live” current data. Ideally, information should be available on a historical basis for research if necessary. Proposing banks must provide information on how this requirement will be accomplished, as well as what safeguards exist to restrict information to only those persons authorized by the City.

Please describe any technical requirements for access to computerized information such as Internet Browser specifications. Also describe the training offered by the bank to City personnel for computer access to information.

Other Required Information

Designated Account Liaison

The City will require the selected bank to designate a senior officer as a liaison. This officer must be capable of coordination of all City activities with the bank and be able to resolve any problems or issues that may arise.

Record Retention

The bank should maintain records for the City for the term of seven years after the completion of the contract.

Disaster and Back-up Plans

Describe your bank disaster and back-up plans and capabilities. The City must have access to cash, securities, and information at all times.

V. OPTIONAL BANKING SERVICES

Check to ACH Conversion

The City currently receives a substantial volume of check payments over-the-counter. There are procedures to convert these payments to ACH presentment that would avoid the City making check deposits to the bank. Please describe any service available to the City, and clearly define costs and implementation procedures. Please include information with and without a check guarantee.

Electronic Credit Card Payment Services

The Bank shall provide Visa/Mastercard processing services for all City departments that may accept credit card as payment for City services. The City currently accepts credit cards in the Municipal Court and would like to expand this service to the Administrative Department. All departments would accept Mastercard and Visa credit cards along with debit cards. It is estimated at least two terminals/printers would be required. Please describe any service available to the City, and clearly define costs and implementation procedures.

VI. OTHER VALUE ADDED BANKING SERVICES

Services available to the City pertaining to E-commerce or additional internet access related to banking services.

Please describe any other banking services that your bank would be willing to offer by summarizing and including Exhibit D for review by the City.

VII. PROPOSAL SUBMISSION PROCESS AND DEADLINES

All sealed proposals from interested banks must be received on or before 12:00 pm (noon) on Friday, October 3, 2008, and addressed to:

Debra Mootz
City Clerk
“Banking Services”
City of Roeland Park
4600 W. 51st Street
Roeland Park, Kansas 66208

One original proposal, one (electronic file) plus two copies shall be submitted. Proposals received after the date and time above shall not be considered and shall be returned unopened providing the entity submitting the proposal is identified on the proposal envelope. The City reserves the right to reject any or all proposals and to waive any minor informality, technicality or irregularity in any proposal. The City also reserves the right to waive informalities contained in proposals which are not consistent with law.

Proposals will be time-stamped upon receipt and held in a secure place until the established due date. Proposals will not be opened publicly or disclosed to unauthorized persons. A record of proposals will be established, which will include for all proposals: the name of the entity submitting the proposal, a description sufficient to identify the services offered, the names of the City officials present and the date and time the proposals were opened.

All proposals and related reference information submitted in response to this RFP will become the property of the City and will not be returned. Each entity submitting a proposal waives any right of confidentiality as to the proposal documents. If an entity submitting a proposal considers certain material in the proposal proprietary information, it shall clearly designate those portions of the proposal it wishes to remain confidential. As a public entity, the City is subject to making records available for public disclosure. The City will attempt to maintain the confidentiality of material marked proprietary; however, it cannot guarantee that information will not be made public.

- The City reserves the right to (1) accept or reject any and all proposals and to waive any technicalities or irregularities involving any proposal and to cancel the RFP process at any time prior to entering into a formal contract for banking services, (2) not award a contract for any or all of the banking services that are the subject of this RFP process, (3) award contracts for banking services to separate banks, (4) negotiate contract terms acceptable to the City with the successful bank(s), (5) disregard all nonconforming, non-responsive or conditional proposals and (6) reject the response of any bank which does not submit a proposal to the City's satisfaction.

- In evaluating proposals, the City may consider the qualifications of entities submitting proposals, whether or not the proposals comply with the prescribed requirements.
- During the evaluation process, the City reserves the right to request additional information or clarifications from those banks submitting proposals and to allow corrections of errors and/or omissions.
- Submission of a proposal indicates acceptance by the company submitting the proposal of the terms, conditions and specifications contained in this RFP and to include the contract requirements set forth herein.
- The City will not pay for any information herein requested, nor is it liable for any costs incurred by those banks submitting proposals. The City reserves the right to select the proposal that will best meet the needs of the City. Proposals that do not meet the stated requirements will be considered in non-compliance and will be disqualified unless the City waives such non-compliance.
- No proposal may be withdrawn for a period of sixty (60) days from the date set for the opening thereof.
- By submission of a proposal, each entity certifies that:
 - A. It has not paid nor agreed to pay any person, other than a bona fide employee, a fee or a brokerage fee resulting from the award of the contract.
 - B. The City may, by written notice to the entity submitting the proposal, reject the RFP or cancel any award under this RFP if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise were offered or given to any representative of the City with a view toward securing an order or other favorable treatment with respect to this RFP or the entity submitting the proposal participated in collusion with another entity to restrain or eliminate competition.
 - B. The contents of this RFP and any clarifications distributed or issued by the City shall become part of the contractual obligation and incorporated by reference into the ensuing contracts as the City deems appropriate.

Those entities whose proposals meet the requirements of this RFP may be interviewed.

VIII. PROPOSAL REQUIREMENTS

- A. Proposals must include all required services as set forth in Section IV herein.
- B. Proposals must be submitted in the format provided in this RFP, including the use of appropriate exhibits completed per the exhibit requirements. Only costs disclosed for services provided will be allowed by the City in any future activity analysis or billing statement. All exhibits reflect the best estimate of the volume of activity associated with each service described. The City in no way guarantees this information as minimum or maximum volumes.

- C. An individual having full authority to execute the proposal and to execute any resulting contract for services must sign each proposal, including Exhibit A.
- D. The following bank profile data is required in each proposal:
- The year 2007 financial statements or most recent 12-month ending period must be included. If the bank is owned by a holding company, submit financial statements for both the bank and the holding company.
 - Identification of the three largest owners of the bank if the bank is not a public company.
 - Description of how the City would rank relative to other customers of the bank in relationship to size and complexity of service.
- E. Each proposal shall include resumes of key management and staff members that would be assigned to the account including the length of service with your institution.
- F. Each proposal shall include an organizational chart depicting the various departments, including contacts that would be involved in the City relationship.
- G. Each proposal shall provide information regarding the proposing entity's community involvement within the City of Roeland Park.
- H. Each proposal shall include a list of names, addresses, phone numbers and e-mail addresses for five customers of similar size and complexity to the City's requirements, including the name of a contact person.
- I. Each proposal shall address the method of compensation to include the following:

The City requires that a monthly account analysis be presented within five days from cut-off date. The account analysis must show at a minimum the following information:

- Account number
- Period covered
- Average ledger balance
- Average collected balance
- Services rendered to include type of service and quantity
- Per unit charge for each service per the banking agreement
- Extended charges of each type of service provided
- Total monthly charges of all services provided
- Show how interest rate was calculated (Exhibit E)

The City requests that payment for bank services be withdrawn from the specified account(s).

All charges shall be in conformity with those specified in the Banking Services Quotation Form Exhibit B and C.

J. Each proposal shall include the statement and contract drafts required by Section XII of this RFP.

IX. EVALUATION OF PROPOSALS

Proposals will be evaluated by a City staff committee utilizing the criteria set forth below as well as Exhibit K-Proposal Ranking Sheet. The City staff committee will make a recommendation to the Governing Body. All proposals submitted will be the primary document upon which each proposal will be evaluated. All proposals will first be screened to determine minimum institution qualifications as outlined in this RFP. Proposals that do not meet these minimum requirements will automatically be rejected and shall not undergo further evaluation.

Submitted proposals will be judged on the following evaluation criteria:

- Cost of services and effectiveness of total services performed
- Experience, expertise and qualifications of key bank personnel assigned to the City
- Financial strength and stability of the bank
- Quality level of services to be performed and proposed approach to cost control, service level monitoring and administration
- Clarity, completeness and timeliness of information provided for evaluation by the City
- Quality of any in-person interview with the City's selection committee
- Responses to reference checks
- Branch locations
- Community involvement in Roeland Park, Kansas
- Quality of automated services

The City reserves the right to utilize other appropriate selection and evaluation criteria as it deems necessary.

X. PROPOSAL SCHEDULE

- | | |
|--|------------------------------|
| • Distribution of Requests and Publication | September 2, 2008 |
| • Proposals Due to City at 12:00 pm | October 3, 2008 |
| • Evaluation/Interview Period | October 3 – October 27, 2008 |
| • Governing Body Approval | November 3, 2008 |
| • Expected Implementation Beginning Date | January, 1, 2009 |

XI. CONTRACT REQUIREMENTS

All banks submitting proposals in response to this RFP must include in their proposal drafts of contracts for those banking services included in each proposal:

- Safekeeping Account Agreement
- Security Agreement
- Pledge and Custodial Agreement
- Treasury Management Services Agreement

- Wire and ACH Transfer Agreement
- Sweep investment Agreement
- Tri-party Safekeeping Agreement
- Other Agreements that the City will be required to execute

During contract negotiations the City reserves the right to reject any and all terms it finds unacceptable in the submitted draft contracts.

The award of any contract for banking services pursuant to this RFP process is contingent upon the bank(s) receiving the award and successfully negotiating a contract for those banking services with the City. In the event the selected bank(s) will not execute an agreement that satisfies the contract terms required by the City or the City is unable to negotiate a contract it deems acceptable with the selected bank(s), the City may withdraw its award for banking services with the selected bank(s) and award its banking services to the next most qualified bank, or the City may call for new proposals at its option.

The following contract terms must be included in all contracts for banking services. The City reserves the right to modify these contract terms by amendment, addition or deletion as it deems appropriate.

RIGHT OF CITY TO TERMINATE AGREEMENT

- 1. Termination for Cause.** Without in any manner limiting the right of the City to terminate this Agreement or declare the BANK in default thereof for any reason set forth herein or in the Request for Proposal documents, if the work to be done under this contract shall be abandoned by BANK; or if this Agreement shall be assigned by BANK otherwise than as herein provided; or if the BANK should be judged as bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the BANK or any of its property; or if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed, that the BANK is violating any of the conditions or covenants of this Agreement, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the BANK of the City's intention to terminate this Agreement, and, unless within ten (10) days after the serving of such notice upon the BANK a satisfactory arrangement be made for the continuance thereof, this Agreement shall cease and terminate unless the City otherwise agrees to continue the Agreement. In the event of such termination, the City shall immediately serve notice thereof upon the BANK, and the City may take over the work and prosecute same to completion by contract with another banking institution or otherwise and in such event the City may take possession of and utilize in completing the work any and all documents and other materials as may be necessary therefore. When BANK's services have been so terminated, such termination shall not affect any rights or remedies of the City against BANK then existing or which may later accrue. Similarly, any retention or payment of monies due BANK shall not release BANK from liability.

- 2. Termination for Convenience.** City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of the BANK, to terminate this Agreement by providing sixty (60) days prior written notice of such termination to BANK. Upon receipt of such notice from City, BANK shall: (1) immediately cease all work or (2) meet with City and, subject to City's approval, determine what work shall be required of BANK in order to bring the Project to a reasonable termination in accordance with the request of the City. If City shall terminate for its convenience as herein provided, City shall compensate BANK for all work completed to date of termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. Any termination of the Agreement for alleged default by BANK that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

INDEMNITY

1. Definitions

For purposes of indemnification requirements, the following terms shall have the meanings set forth below:

- a. The "BANK" means and includes BANK, all of its employees, agents and assignees, and all of its affiliates and subsidiaries, its subcontractors and/or assignees and their respective servants, agents and employees; and
- b. "Loss" means any and all loss, damage, liability or expense of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense).

2. Indemnity

For purposes of this Agreement, BANK hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all "Loss" where "Loss" is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the BANK. It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the BANK's obligation hereunder shall not include amounts attributable to the fault or negligence of the City. Nothing in this section shall be deemed to impose liability on the BANK to indemnify the City for loss when the City's negligence or other actionable fault is the sole cause of loss.

INSURANCE

During the performance of this contract, the BANK agrees to maintain for the duration of the contract insurance coverage of the types and minimum liability as set forth below. Before entering into a contract, the successful bank shall furnish to the City a Certificate of Insurance verifying such coverage and identifying the City as a loss payee on the valuable papers coverage. The certificate holder on the Certificate of Insurance shall be as follows:

City of Roeland Park, Kansas
4600 W. 51st Street
Roeland Park, KS 66205

Prior to any material change or cancellation, the City will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder.

A. Banker's Professional Liability

\$2,000,000 per occurrence and as an annual aggregate.

B. Banker's Blanket Bond

Coverage must be provided on Banker's Blanket Bond Standard Form 24 with a minimum limit of \$3,000,000 per loss under Insuring Agreements A-Fidelity, B-On Premises and C-In Transit. A minimum limit of \$2,000,000 shall be provided under Insuring Agreement E-Securities. Computer Crime coverage, in an amount not less than \$2,000,000, is to be provided either by endorsement to the Banker's Blanket Bond or by separate bond. If courier/messenger service is to be utilized for pickup and delivery of receipts, this service must also be covered under the Banker's Blanket Bond.

C. Valuable Paper Coverage

It shall be the responsibility of the awarded bank to carry open-peril coverage to replace or reproduce physical securities which are held as collateral.

D. Workers' Compensation and Employer's Liability

1. Workers' Compensation insurance as required by the laws of the State of Kansas including statutory coverage for Employers Liability with limits not less than one million dollars (\$1,000,000).

2. Employer's Liability - \$100,000 each occurrence.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS, REGULATIONS, RULES AND LAWS

The BANK agrees that:

1. The BANK shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, veteran status, low income, ancestry or age;
2. In all solicitations or advertisements for employees the BANK shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
3. If the BANK fails to comply with the manner in which the BANK reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Bank shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
4. If the BANK is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the BANK shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
5. The BANK shall include the provisions of paragraphs 1. through 4. above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The BANK further agrees that the BANK shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

PROPOSED BANKING SERVICES AGREEMENT

This contract is entered into this _____th day of _____, 2008, by and between the **City of Roeland Park, Kansas** [“City”], and **Name of Bank** [“Bank”].

In consideration of the mutual promises and covenants contained herein, the parties agree to the following:

SECTION 1

Obligations.

1.01 The City will deposit and maintain certain accounts, including but not limited to, general operating, payroll account, Municipal Court bond, general fund reserve, and property owners association account, solely with the Bank during the term of this Agreement.

Nothing in this Agreement shall be construed as a commitment by the City to deposit with the Bank any of its “idle funds” for investment purposes as provided by City Code or State Law. Those funds shall continue to be placed at depositories on a separate bid basis.

1.02 The Bank will provide such banking services, and at such amounts, as are described in this Agreement and in the following documents:

A. *Request for Proposals for Banking Services (“RFP”)*. Attachment “A”; and

B. Bank’s *Banking Services Proposal*. Attachment “B”;

This Banking Services Agreement, together with Attachments “A” and “B”, will comprise and be referred to as the “Agreement.”

SECTION 2

Term of Agreement. This Agreement shall commence on _____, _____, and end on _____, _____, unless terminated earlier as provided in this Agreement or the RFP. At the expiration of the initial term, this Agreement may be extended for three additional one-year periods. Upon receiving notice of termination, Bank shall cooperate in good faith and shall exercise reasonable diligence in complying with any request by the City for a transfer of funds and/or termination of services provided under this Agreement.

SECTION 3

Modification. This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time by mutual consent of the parties, provided such amendment is in a writing signed by both parties. This shall not prohibit the City and the Bank from entering into a separate agreement for another service.

SECTION 4

Assignment. The Bank's rights and obligations under this Agreement shall not be assigned to a third party or to a successor institution without the City's written consent. If the Bank fails to obtain such consent, the City may, at its option, terminate this Agreement for cause as provided above.

SECTION 5

Supplemental Documents. It is understood by the parties to this Agreement that, in order to authorize and implement certain banking procedures and transactions contemplated by this Agreement, the Bank may request the City to execute certain documents, including but not limited to: an Automated Clearing House Service Operating Agreement; a Funds Transfer Resolution; Commercial Signature Cards; and a Merchant Bank Agreement (collectively, "Supplemental Documents"). The parties expressly agree that nothing in the Supplemental Documents shall be construed as limiting in any manner the City's right to indemnification as set forth in the RFP. Furthermore, nothing in the Supplemental Documents shall be construed as a waiver by the City of any rights, claims or defenses it may have under this Agreement or under any applicable provision of state, federal or common law. To the extent that any provision in this

Agreement conflicts with a provision in the Supplemental Documents, the provision in this Agreement shall control.

SECTION 6

Binding Effect.

- 6.01 A waiver or indulgence by the City of a breach of any provision of this Agreement by the Bank shall not operate or be construed as a waiver of any subsequent breach by the Bank.
- 6.02 All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect. This Agreement shall not fail because any part or any clause hereof shall be held indefinite or invalid.
- 6.03 Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.
- 6.04 The validity, interpretation, and construction of this Agreement and of each part hereof shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date specified on the first page of this document.

[Bank Name]

By: _____

Name: _____

Title: _____

City of Roeland Park, Kansas

By: _____

Name: _____

Title _____

APPROVED AS TO FORM:

Neil R. Shortlidge, City Attorney

REQUIRED BANKING SERVICES

PROPOSED PRICING - EXHIBIT B
ALL ACCOUNTS

The financial institution will provide the services noted in Section III, "Scope of Services," in conformance with the annual renewals. The fees are to stay the same during the entire life of the agreement unless a change is mutually agreed to because of changes in Federal regulation.

DESCRIPTION OF SERVICES	Price per unit
FDIC Insurance	
Debits	
Deposits	
Coin Rolls	
Deposit Slips (book of 50)	
Overdrafts	
Deposit items returned	
Collection items	
Stop payments	
Outgoing wire transfers	
Incoming wire transfers	
Locked Money Bags (total)	
Maintenance per statement	
Account analysis	
Pledging costs	
ACH transactions:	
ACH debits	
ACH credits	
Returns	
Safekeeping Transactions	
Check to ACH Conversion for NSF Second Presentment Checks	
Courier Service	
TOTAL	

OPTIONAL BANKING SERVICES

PROPOSED PRICING - EXHIBIT C
ALL ACCOUNTS

The financial institution will provide the services noted in Section III, "Scope of Services," in conformance with the annual renewals. The fees are to stay the same during the entire life of the agreement unless a change is mutually agreed to because of changes in Federal regulation.

DESCRIPTION OF SERVICES	Avg. volume per month	Price per unit	Total cost per month
Check to ACH Conversion	Unknown		\$ -
			-
			-
TOTAL			-

OTHER VALUE ADDED SERVICES

PROPOSED PRICING - EXHIBIT D
ALL ACCOUNTS

Other Value Added Banking Services	Estimated Annual Volume	Price per Item	Annual Charges
TOTAL COST			

BANKING SERVICES PROPOSAL

INTEREST CALCULATION - EXHIBIT E
GENERAL OPERATING ACCOUNT

The financial institution will pay the City interest on the average daily collected balance in the City's account at the rate named below. Such rate will be based on the prior month's Monthly Average Fed Funds Rate as stated on the Federal Reserve Statistical Release Form H. 15(519). State the number of basis points above or below the Fed Funds rate stated

Interest Rate:

Variable:

Tied to Fed Funds Rate	_____	Basis Points Above
Tied to Fed Funds Rate	_____	Basis Points Below

Assuming an average daily collected balance of \$10,000,000 and a monthly average fed funds rate of 5.25%, please calculate the amount of interest paid based on your calculated interest rate and provide a written formula and details on how interest was calculated.

QUALIFICATIONS AND EXPERIENCE - EXHIBIT F

NAME OF BANK:	
DATE FOUNDED:	
OWNERSHIP:	
OTHER BUSINESS AFFILIATIONS:	
ADDRESS OF OFFICE SERVICING THIS ACCOUNT:	
LIST BRANCHES IN ROELAND PARK:	

DESCRIBE THE EXPERIENCE OF THE FINANCIAL INSTITUTION IN PROVIDING SIMILAR SERVICE FOR OTHER PUBLIC CLIENTS OR LARGE COMMERCIAL ACCOUNTS:

PERSONNEL INFORMATION - EXHIBIT G

Principal officers of bank organization:

Principal officers of office servicing City's account:

Other staff who will be directly involved in management of City's account:

Who will be the City's primary contact at the bank?

Provide biographical information on bank officers who will be directly involved in the management of the City of Roeland Park's account, and what, if any, experience these officers have in working with public clients.

AUTOMATION OF SERVICES AND REPORTS – EXHIBIT H

The City would prefer to have computer access to accounts for report retrieval and the initiation of certain transactions and services. Please describe what system you have, if any, to provide for electronic banking, and any flat charges associated with the system.

Are the following services and reports available electronically?

	Yes/ No	Fee/ if Applicable
Wire Transfers		
Check inquiry		
Stop Payments		
ACH Initiation		
Account Inquiries		
Monthly Bank Statements		
Prior Day Information:		
Closing Ledger		
Opening Available		
Closing Available		
Transaction Detail		
Total Credits		
Total Debits		
Positive Pay		
Electronic Vendor Payments		
Check to ACH Conversion		
Check to ACH Conversion for 2 nd Presentment Checks		

REFERENCES - EXHIBIT I

Provide three references (public or large commercial clients, if possible) to whom similar services are being provided.

Reference #1

Client Name:			
Address:			
Type of Organization:			
Length of Time with your institution:			
Contact Personnel:		Phone Number:	

Reference #2

Client Name:			
Address:			
Type of Organization:			
Length of Time with your institution:			
Contact Personnel:		Phone Number:	

Reference #3

Client Name:			
Address:			
Type of Organization:			
Length of Time with your institution:			
Contact Personnel:		Phone Number:	

CHECK IMAGING - EXHIBIT J

Automation

Do you offer images of cleared checks in electronic format?	
How do you prefer to return cleared to the City - the paper check or an electronic image?	
If proposing using an electronic image:	-----
How/what format would the City receive the check images? (CD, Internet, etc)	
How soon after the end of the month would the City have access to the images?	
What is the file format of the images? (jpeg, gif, etc.)	
What software is used to view the image?	
Will the images index to a non-proprietary database?	
What would happen to the paper copy of the cleared check?	
What is the charge for check imaging? (150 avg. volume per month)	Price per Unit

**EXHIBIT K
PROPOSAL RANKING SHEET**

SCORING RANGES	50 Point Questions	20 Point Questions	10 point Questions
Outstanding	43-50	17-20	9-10
Exceeds Acceptable	33-42	13-16	7-8
Acceptable	23-32	9-12	5-6
Marginal	0-22	0-8	0-4

	Evaluation Criteria	Maximum Points	Score
1	Cost of services, compensation, interest rate on the accounts	50	
2	Experience, expertise and qualifications of key bank personnel assigned to the City. Responses to reference checks.	20	
3	Financial strength and stability of the bank. Quality level of services to be performed and proposed approach to cost control, service level monitoring and administration.	10	
4	Branch Locations	5	
5	Automated Services	5	
6	Quality of any in-person interview with the City's selection committee	5	
7	Community Involvement	5	
Ranked by: _____		TOTAL POINTS (100)	