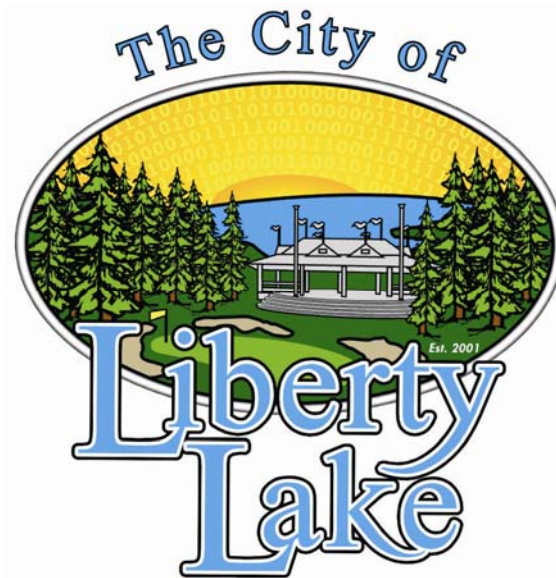


CITY OF LIBERTY LAKE
ADMINISTRATIVE SERVICES



REQUEST FOR PROPOSAL
BANKING SERVICES

Issue Date: May 6, 2010

Due Date: Noon, 12 p.m. Pacific Daylight Savings time, June 04, 2010

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City of Liberty Lake

Request for Proposal for Banking Services

Purpose of Request

The City of Liberty Lake (City) is soliciting proposals for a primary banking relationship with a bank that operates a branch within the city limits. The bank must be able to offer the full range of banking services required by this Request for Proposal (RFP).

The City reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful vendor must comply with the City of Liberty Lake equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

Time Schedule

The City will follow the following timetable, which should result in final selection of banking services by June 15, 2010:

Issue RFP.....	05/06/2010
Vendor Questions Due	05/21/2010
Deadline for Submittal of Proposal.....	06/04/2010
Preliminary Selection of Bank.....	06/09/2010
Recommendation to City Council for Approval.....	06/15/2010
Notify Bank Chosen.....	06/17/2010
Transition and Testing Period.....	06/28/2010 – 07/31/2010
Effective Date of New Contract.....	08/01/2010

Conditions Qualifying a Banking Institution to Propose

1. Location Within the City Limits of Liberty Lake, WA

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

2. 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.

3. 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 Administrative Services Manager. The banking institution must meet or exceed the requirements outlined therein.

4. 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.

5. Other Qualifying Conditions

- a. The banking services of the City will be reviewed every three years. The agreement may be extended for one (1) year consistent with the contract period designated in this RFP and at a cost not to exceed an increase based on 80 percent of the Consumer Price Index All Urban Consumers, Seattle Metropolitan Area (CPI-U), issued for the July to July period. This is the CPI-U published by the U.S. Department of Labor, Bureau of Labor Statistics, P.O. Box 193766, San Francisco, California 94119-3766.
- b. 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.
- c. The City of Liberty Lake reserves the right to schedule a tour of the facilities of any or all banking institutions that submit proposals to this RFP.

Procedural Instructions

1. Intent

The intent of this Request for Proposal (RFP) is to select one banking institution to provide basic banking services to the City of Liberty Lake, Washington.

2. Proposal Form

Each proposer shall use the attached Proposal Form, Exhibit A, or copies thereof in submitting a proposal. It is required that the proposal be completed in its entirety. The proposal must include a copy of the banking institution's last audited financial report.

3. 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.

4. Proposal Deadline

A proposal must be submitted in a sealed envelope or package bearing the title “City of Liberty Lake – Banking Services” along with the proposer’s name and address. The proposer shall return two (2) copies of completed Proposal Forms and other required information to Administrative Services, 22710 E. Country Vista Drive, Liberty Lake, Washington, 99019 no later than **Noon, 12 p.m. Pacific Daylight Savings time, June 04, 2010**. 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. The proposal must be valid for a period of not less than ninety (90) calendar days from the date of receipt by the Administrative Services Manager.

5. 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.

The City will disclose those parts of records the proposal has marked “proprietary information” only to authorized persons unless: (a) the City discloses the records in response to a public disclosure request or (b) the proposer has given the City express advance written permission to disclose the records. “Authorized persons” means those City officers and employees for whom the proprietary information is necessary to evaluate the proposal and to perform their duties or obligations to the City.

If the City receives a public disclosure request for records that the proposer has marked “proprietary information”, the City may promptly notify the proposer of the request. The City may postpone disclosing these records for thirty (30) business days after it has sent notification to the proposer, in order to allow the proposer to file a lawsuit to enjoin disclosure. If the City has notified the proposer of a public disclosure request, and the proposer has not obtained an injunction and served the City with that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.

6. Contact Office

Administrative Services shall be the only contact office for any or all aspects of this RFP. All requests for information from the Administrative Services Manager shall be made in writing or by e-mail and the response shall be made in like manner.

7. 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.

8. Execution of Agreement

If a banking institution does not execute an agreement within five (5) 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 "proposed banking institution" or call for new proposals, whichever the Administrative Services Manager deems most appropriate.

Selection Process

1. Criteria for Selection

Criteria for evaluation of proposals shall be as follows:

- a. Legal and other qualifications met by the proposer.
- b. Completeness of proposal.
- c. Financial strength and capacity of the banking institution.
- d. Ability to meet requirements. All service requirements must be able to be installed and operating on the first day of the bank contract.
- e. Expected convenience of banking services for the City personnel involved.
- f. Total estimated costs to the City.

2. Responsiveness to Criteria

- a. Services will be evaluated on availability, time schedules, and reporting. Each proposer is required to submit examples of reports mentioned in Required Services.
- b. 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 the banking institution's proposal, and the resulting compensating direct fee.
- c. 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.

Contract Terms

1. Contract Period

The selected banking institution shall be designated as the City's depository for a three-year period commencing August 1, 2010. The Banking Services Contract shall contain an automatic renewal clause, unless written notice is given by either party at least 90 days prior to August 1, 2013, which may be used for the following one (1) year under the same terms and conditions, thereby providing for up to four (4) years of depository and banking services.

2. 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. A decision to terminate the

depository contract during the initial three years of the contract may NOT be as a result of profitability or non-profitability by either party.

3. Awarding of Contract

The City of Liberty Lake Banking Services Contract is expected to be awarded at the City Council Meeting to be held at 7:00 p.m. on Tuesday, June 15th in the Liberty Lake City Hall Council Chambers, 22710 East Country Vista Drive, Liberty Lake, Washington, 99019.

Description of Operating System

1. Background

The City of Liberty Lake currently maintains one main general operating account which receives all City revenues. Collections are primarily made in checks with some currency and credit card transactions. Disbursements from the main account will be mainly through claims, payroll, and Treasurer's checks with a small number of wire transfers.

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:

1. Depository

The banking institution will furnish the City with a checking account into which deposits from up to three (3) different departments may be made once a day. Collections are primarily comprised of checks with some currency and credit card transactions. The City of Liberty Lake currently issues approximately 130 claims checks and 25 payroll checks per month. If the balance should drop into a deficit position, a line-of-credit with a maximum \$375,000 will be established at a proposed rate based on a percentage of prime.

The bank shall provide locking deposit bags as requested by the City. The bank should be able to provide night deposit services.

2. 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. 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 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.

3. Electronic Funds Transfer

The Administrative Services Section initiates wire transfers and EFT by web-based systems with telephone services as a backup. The banking institution should provide automated wire transfer facilities that allow the Administrative Services Section to initiate outgoing transfers and receive data on incoming wire transfers.

It is estimated that the City will have approximately two incoming and two outgoing EFT per month. The City receives an average of 60 credit card deposits per month. The banking institution will provide for instant wire transfer of funds and be 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. Incoming wires shall be posted to the 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.

4. Account Maintenance

a. Deposits

Deposits accepted and/or received will be credited to the account on that same day by close of business day.

b. 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). All canceled checks will be returned in numerical order. 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.

c. Resource Personnel

The banking institution shall identify personnel in both the Liberty Lake branch and main office 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.

d. Priority Teller Services

Should the 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.

e. Insufficient Funds

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

5. Online Services

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

6. Printing

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

7. Credit Cards

The banking institution will provide credit card services to the City (Visa or MasterCard). Currently, the City provides a city credit card in the name of individual employees for minor procurements and a number of generic cards for goods and services, travel, and fuel related expenses. The City has been issued 10 credit cards with a credit limit between \$1,500 and \$5,000 for each card. There shall be no annual fee and the City anticipates paying balance in full on a monthly basis.

8. 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, Bankers 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 Liberty Lake will exercise its option to obtain competitive investment bids as outlined in the City's formal investment policy.

9. 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. All proposals should identify where safekeeping facilities will be located and what banks are used as corresponding banks. 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.

10. Line of Credit

A line of credit shall be established to protect the City in the event of an overdraft. The maximum limit shall be \$375,000. Cost shall be determined as a percentage of prime. The City, as appropriate, will initiate any documents necessary to implement a line of credit.

11. 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.

12. Depository Credit Card Transactions

The City currently accepts credit cards (VISA and MasterCard) as a means for payment for some City services. It is anticipated that the City may expand the number of departments that accept credit cards as a means for payment. Currently the City averages 60 transactions a month. 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.

13. 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 is currently working with its accounting software vendor to allow employees to have multiple bank account transfers. The successful respondent must be able to provide this service. 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.

14. Other

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

Compensation

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

- a. The bank will compute the actual cost to service the account based on the transaction volumes and the actual services provided.
- b. The bank will compute the average collected funds balance and calculate a service charge credit against the costs determined in #a above. The earnings rate on these balances will be a factor in the consideration of each proposal.
- c. The bank will compute the difference between the account service charge in #a above and in the service charge credit computed in #b above.
- d. If the charges exceed the credit, the City shall compensate the bank for the excess charges.
- e. If the service charge credits exceed the service charges for the account, the bank will compensate the City for excess service charge credits.
- f. The charges calculated in this section shall be the sole compensation to the bank for account services provided.
- g. The bank agrees to abide by the service charges submitted in its proposal for a period of three years, and if applicable, for one (1) additional year consistent with the RFP terms in this Agreement.

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 checks 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.

c. Other Optional Services

As identified by the proposing bank.

Exhibit A (Basic Services) Banking Services Proposal

Jessica Platt
City of Liberty Lake
22710 E. Country Vista Drive
Liberty Lake, WA 99019

Dear Ms. Platt,

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 Liberty Lake Administrative Services Section. 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 past fiscal year.
3. Bank availability schedule.
4. Information for on-line balance reporting, if available.
5. Listing of other public entities your 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)

(Telephone/Date)

PROPOSAL - MANDATORY BANKING SERVICES

The undersigned, a banking institution maintaining branch offices within the city limits of the City of Liberty Lake, Washington, submits the following bid for banking services for the three-year period beginning August 1, 2010, 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 transfer 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. Line of credit
 - k. Competitively bidding on all legally acceptable interim financing loans requested by the City on a prompt basis
 - l. Depository credit card transactions
 - m. Direct deposit to checking accounts
 - 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”)

- a. Account maintenance fee, (monthly)_____
- b. Deposits, per deposit_____
- c. Wire transfers (in) per transfer_____
- d. Wire transfers (out) per transfer_____
- e. Repetitive wire transfer_____

- f. Terminal access for executing wire transfers and account inquiry_____
 - g. Returned items, per item_____
 - h. Stop payment, per item_____
 - i. Check processing, per item_____
 - j. Negative balance fee, percent of published prime rate as published in the “Western Edition” of the Wall Street Journal_____
 - k. Direct deposit charges (please itemize)_____
 - l. Daily earnings rate on collected funds remaining in account at close of business_____
 - m. Bank card discount rate_____ and 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. Who may we contact at your financial institution regarding this proposal?

Name Title Phone

PROPOSAL – OPTIONAL BANKING SERVICES FEE

1. Check reconciliation services_____
2. Automatic Overnight Investments (percent of earnings)_____
3. Underwriting City-sponsored credit card_____
4. Online Services_____
5. Other optional services

Exhibit B (Evaluation of Criteria for Selection) Banking Services Proposal

Each proposal will be evaluated on the six (6) criteria listed below. 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. _____ (25 points maximum)
- 6. Total estimated costs to the City _____ (25 points maximum)
- Total** _____ (100 points maximum)

Exhibit C (Proposed Banking Services Contract) Banking Services Proposal

CITY OF LIBERTY LAKE AGREEMENT FOR BANKING SERVICES

I. PARTIES

This Agreement for Banking Services (the "Agreement") is made and executed this _____ day of August 2010, by and between the City of Liberty Lake, 22710 East Country Vista Drive, Washington 99019 (hereinafter "City"), and _____ (the "Bank").

II. RECITALS

1. WHEREAS, the City issued a Request for Proposals for Banking Services; and
2. WHEREAS, the Bank was the successful bidder in response to the City's RFP for Banking Services; and
3. WHEREAS, the City desires to enter into an Agreement with the Bank for the performance of the Banking Services identified in the City's RFP; and
4. WHEREAS, the Bank is agreeable to performing such Banking Services for the City in accordance with the terms and conditions set forth below; and

NOW, THEREFORE, in consideration of the mutual benefits to the City and the Bank and in consideration of the terms and conditions specified below, the parties agree as follows:

III. SCOPE OF BANKING SERVICES

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 herein by this reference. All performance of Banking Services under this Agreement shall meet all applicable requirements of state and federal law.

IV. TIME OF PERFORMANCE

The Bank shall commence performance of banking service for the City on August 1, 2010, and this Agreement shall be in effect for a term of three (3) years. Prior to expiration of the term of this Agreement, the City may exercise an option to renew said Agreement for a period of one (1) additional year provided that:

1. The Bank is in compliance with the terms and conditions of the Agreement, and
2. The annual payment to the Bank for the performance of banking Services under this Agreement continues to be cost effective as determined by the City, and
3. Sufficient funds have been appropriated by the City Council in the Annual Budget for payment of the Banking Services to be performed by the Bank under the terms of this Agreement.

The total term of the Agreement shall not exceed four (4) years.

V. COMPENSATION

- A. The Bank shall be paid at the specified rate for each of the Banking Services required by the City as set forth in Exhibit A.
- B. The Bank shall invoice the City on a quarterly basis for Banking Services rendered under this Agreement and in accordance with the compensation methods defined in Exhibit A, the Bank shall be compensated in accordance with the City's usual procedures.

VI. INDEPENDENT CONTRACTOR

The Bank is an independent contractor with respect to the Banking Services provided under this Agreement. Nothing in this Agreement shall create the relationship of employer and employee between the parties. Neither the Bank nor any employee of the Bank shall be entitled to any benefits accorded City employees by virtue of the performance of Banking Services provided under this Agreement. The City shall not, for any reason, be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State industrial insurance program, or otherwise assuming the duties of an employer with respect to the Bank, or any employee of the Bank.

VII. INSURANCE

The Bank shall, at a minimum, maintain commercial general liability insurance appropriate to its industry and financial condition. All such insurance shall be primary over any coverage held by the City. The Bank shall provide to the City written verification of compliance acceptable to the City prior to commencing performance of Banking Services under this Agreement, which verification shall be attached to the Agreement as Exhibit B. The Bank may self insure.

VIII. TERMINATION

The City may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the Bank at the Bank's branch office in the city of Liberty Lake, Washington. The City shall pay the Bank only for the Banking Services completed by the Bank in accordance with this Agreement.

IX. GENERAL PROVISIONS

- A. Integrated Agreement. The entire and integrated agreement between the City and the Bank related to the Banking Services shall consist of this Agreement, the Bank's service-level agreements in connection with the Services (including their respective user documentation and set-up forms), the Bank's Bid Response and the City's RFP as modified by the Bid response. In the event of conflict among any of the preceding documents, such documents shall govern in the

following order of precedence: (1) this Agreement, (2) the Bank's Treasury Terms and Conditions booklet agreements (including user documentation and set-up forms), (3) the Bid Response and (4) the RFP. The integrated agreement supersedes all prior negotiations, representations, statements and agreements, whether written or oral, regarding the Banking Services.

B. Assignment. The Bank shall not assign all or any portion of its duties or obligations to provide Banking Services to the City under this Agreement without the City's prior written consent.

C. Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

D. Choice of Law. All questions concerning the validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Washington, and venue for any action in court for the interpretation of the terms of this Agreement, shall be in Spokane County, Washington.

E. Compliance with Laws. The Bank shall comply with all applicable federal, state, local laws, regulations and City ordinances in performing Banking Services for the City under the terms of this Agreement.

G. Attorney Fees. In the event any action, arbitration or other proceeding is commenced to enforce or explain any provision of this Agreement, the substantially prevailing party shall be entitled to receive from the losing party its reasonable attorneys' fees and costs incurred in connection therewith.

F. Authorized Signatures. By their signatures below, each party represents that they are fully authorized to sign for and on behalf of the named principal above.

DATED this _____ day of _____, 2010

CITY OF LIBERTY LAKE

THE BANK

Mayor

President

ATTEST:

City Clerk

Approved as to form:

Approved as to form:

City Attorney

Attorney for the Bank