

**CITY OF LIBERTY LAKE**  
**ADMINISTRATIVE SERVICES**



**REQUEST FOR PROPOSAL**  
**BANKING SERVICES**

Issue Date: July 24, 2024

Due Date: 4 p.m. Pacific Daylight Savings time, August 23, 2024

## Table of Contents

Table of Contents .....	2
Purpose of Request & Time Schedule .....	4
Conditions Qualifying a Banking Institution to Propose .....	4
1. Location within City Limits of City of Liberty Lake, WA .....	4
2. Designated Depository .....	4
3. Required Financial Information .....	5
4. Transferring Ownership .....	5
5. Other Qualifying Conditions .....	5
Procedural Instructions .....	5
1. Intent .....	5
2. Proposal Form .....	5
3. No Proposal .....	5
4. Proposal Deadline .....	5
5. Public Information .....	6
6. Contact Office .....	6
7. Right to Reject Proposals and Waive Informalities .....	6
8. Execution of Agreement .....	6
Selection Process .....	7
1. Criteria for Selection .....	7
2. Responsiveness to Criteria .....	7
Agreement Terms .....	7
1. Agreement Period .....	7
2. Cancellation of Agreement .....	7
3. Awarding of Agreement .....	8
Description of Operating System .....	8
1. Background .....	8
Required Banking Services .....	8
1. Depository .....	8
2. Additional Small Checking Accounts as Needed .....	8
3. Electronic Funds Transfer .....	9
4. Account Maintenance .....	9
a. Deposits .....	9

b. Statements.....	9
c. Resource Personnel.....	9
d. Priority Teller Services.....	9
e. Insufficient Funds.....	10
5. Online Services.....	10
6. Credit Cards.....	10
7. Investment Assistance.....	10
8. Safekeeping.....	10
9. Line of Credit.....	11
10. Competitive Bidding – Interim Financing.....	11
11. Depository Credit Card Transactions.....	11
12. Direct Deposit to Checking and Savings Accounts.....	11
13. Other.....	11
Optional Banking Services.....	11
1. Check Reconciliations.....	11
2. Automatic Overnight Investments.....	12
3. Other Optional Services.....	12
Compensation.....	12
Banking Services Quantity Counts.....	13
Attachment A Proposal Form.....	14
Attachment B Proposed Banking Services Agreement.....	15

**City of Liberty Lake**

**Request for Proposal for Banking Services**

**Introduction**

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.

**Time Schedule**

These dates are estimates and subject to change by the City:

Issue RFP.....	07/24/2024
Vendor Questions Due .....	08/16/2024
Deadline for Submittal of Proposal.....	08/23/2024
Preliminary Selection of Bank.....	09/04/2024
Recommendation to City Council for Approval.....	09/17/2024
Notify Bank Chosen.....	09/18/2024
Transition and Testing Period.....	10/01/2024 – 10/31/2024
Effective Date of New Agreement.....	11/01/2024

**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 Finance Director. 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 five (5) 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, Office of Economic Analysis and Information, 90 7<sup>th</sup> Street, Suite 14-100, San Francisco California 94103.
- 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.

**2. Proposal Form**

Each proposer shall use the attached Proposal Form, Attachment 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:

Att: Kyle Dixon-Finance Director  
City of Liberty Lake  
22710 E. Country Vista Dr.  
Liberty Lake, WA 99019-7592

no later than **4 p.m. Pacific Daylight Savings time, August 23, 2024**. 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 Finance Director.

**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 Finance Director 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 the 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 Finance Director 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 Banking 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.

## **Agreement Terms**

### **1. Agreement Period**

The selected banking institution shall be designated as the City's depository for a five (5) year period commencing November 1, 2024. The Banking Services Agreement shall contain an automatic renewal clause, unless written notice is given by either party at least 90 days prior to October 31, 2029, which may be used for the following one (1) year under the same terms and conditions, thereby providing for up to six (6) years of depository and banking services.

**2. Cancellation of Agreement**

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 five years of the contract may NOT be as a result of profitability or non-profitability by either party.

**3. Awarding of Agreement**

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, September 17, 2024, 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 EFT's and checks with some currency and credit card transactions. Disbursements from the main account will be mainly through claims and payroll checks with a small number of wire transfers.

**Required Banking Services**

Each proposer shall submit a comprehensive list of service prices by completing Attachment A 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 Agreement. 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 160 claims checks and 200 payroll checks per month. If the balance should drop into a deficit position, a line-of-credit with a maximum \$1,000,000.00 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 Department 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 Department to initiate outgoing transfers and receive data on incoming wire transfers. 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 be 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.

**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. Credit Cards**

The banking institution may provide credit card services to the City (Visa or MasterCard) with a credit limit between \$1,500 and \$10,000 for each card. There shall be no annual fee and the City anticipates paying balance in full on a monthly basis.

**7. 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.

**8. 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.

**9. 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 \$1,000,000.00. Cost shall be determined as a percentage of prime. The City, as appropriate, will initiate any documents necessary to implement a line of credit.

**10. 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.

**11. Depository Credit Card Transactions**

The City currently accepts credit cards (VISA and MasterCard) as a means for payment for some City services. Currently the City averages 100 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.

**12. 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 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.

**13. Other**

Proposers are requested to list any services not previously specified that will be provided to the City and specify if there is a cost for the service.

### **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:

#### **1. 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.

#### **2. 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.

#### **3. Other Optional Services**

As identified by the proposing bank.

### **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 Attachment A. 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).
- 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 five (5) years, and if applicable, for one (1) additional year consistent with the RFP terms in this Agreement.

**CITY OF LIBERTY LAKE - Banking Services Annual Quantity Counts (est.)**

<b>2023</b>	<b>Annual Total</b>		<b>Annual Total</b>
<b>Depository Services</b>		<b>ACH Services</b>	
Account Maintenance	12	Monthly Maintenance	12
Paper Credits	800	Process Run	48
Electronic Credits	1,600	Orig Transit Item	1,000
Paper Debits	800	Originated On	48
Electronic Debits	1,000	File Confirmation Email	48
Reject Checks Paid	2	Received item	800
Deposited Item	850	Received Addenda Item	48
Returned Deposited Items	1	Filter Mthly Maint	12
Deposit Coverage	15,000	Filter Change	1
Statement with Checks	12	Return-Per Item	-
Stop Payment	2	Return/NOC faxed	-
<b>Account Reconciliation Services</b>		<b>Branch Coin/Currency Services</b>	
Ppay Exceptions	5	Cash Deposited-per \$100	1,600
File Upload-First	24	Branch Deposit Processing Fee	365
File Upload-Next	24	<b>Bond Services</b>	
Ppay w/Issue Mo Maint	12	Safekeeping Acct Maintenance	12
Ppay Only-per item	1,000	SKG Receipts-Govts/Equities	24
Acct Analysis Rept	12		<b>21,239</b>
<b>Wire Services</b>			
Token Mo Maintenance	24		
Wires Mo Maintenance	12		
Wire Monthly Maint Voice-Pin	2		
Internal Wire Credit	12		
Fedwire Non-Repetitive	2		
SPE Internal	7		
Wire Advice Fax	12		
<b>Image Services</b>			
Image Retrieved	12		

**Attachment A- Proposal Form**

<b>Depository Services</b>	Proposed Fee	<b>ACH Services</b>	Proposed Fee
Account Maintenance		Monthly Maintenance	
Paper Credits		Process Run	
Electronic Credits		Orig Transit Item	
Paper Debits		Originated On	
Electronic Debits		File Confirmation Email	
Reject Checks Paid		Received item	
Deposited Item		Received Addenda Item	
Returned Deposited Items		Filter Mthly Maint	
Deposit Coverage		Filter Change	
Statement with Checks		Return-Per Item	
Stop Payment		Return/NOC faxed	
<b>Account Reconciliation Services</b>		<b>Branch Coin/Currency Services</b>	
Ppay Exceptions		Cash Deposited-per \$100	
File Upload-First		Branch Deposit Processing Fee	
File Upload-Next		<b>Bond Services</b>	
Ppay w/Issue Mo Maint		Safekeeping Acct Maintenance	
Ppay Only-per item		SKG Receipts-Govts/Equities	
Acct Analysis Rept			
<b>Wire Services</b>			
Token Mo Maintenance			
Wires Mo Maintenance			
Wire Monthly Maint Voice-Pin			
Internal Wire Credit			
Fedwire Non-Repetitive			
SPE Internal			
Wire Advice Fax			
<b>Image Services</b>			
Image Retrieved			

## CITY OF LIBERTY LAKE AGREEMENT FOR BANKING SERVICES

### I. PARTIES

This Agreement for Banking Services (the “Agreement”) is made and executed this 17th day of September, 2024, by and between the City of Liberty Lake, 22710 East Country Vista Drive, Liberty Lake, Washington 99019 (hereinafter “City”), and Banner Bank (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 November 1, 2024, and this Agreement shall be in effect for a term of five (5) 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 six (6) 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 notify 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 \_\_\_\_\_, 2024.

CITY OF LIBERTY LAKE

THE BANK

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Bank Attorney