

RESOLUTION NO. R 3235

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KIRKLAND DESIGNATING SEATTLE FIRST NATIONAL BANK OF WASHINGTON, HOUGHTON BRANCH, AS THE DEMAND DEPOSIT DEPOSITORY FOR THE CITY OF KIRKLAND FOR A TWO YEAR PERIOD COMMENCING JANUARY 2, 1986, AND APPROVING AN AGREEMENT WITH SAID BANK FOR THE FURNISHING OF COMMERCIAL BANKING SERVICES.

Whereas, Section 35A.40.030 Revised Code of Washington provides in part:

"The legislative body of a code city at the end of each fiscal year, or at such other times as the legislative body may direct, shall designate one or more banks in the county where the code city is located as depository or depositories of the monies required to be kept by the code city treasurer or other officer performing the duties commonly performed by the treasurer of a code city. . ." and

WHEREAS, the City of Kirkland did call for bid proposals for the furnishing of demand deposit account and other commercial banking services required by the City of Kirkland, all in accordance with the call for bids and the specifications therefor published September 17, 1985, and

WHEREAS, pursuant to said call, proposals were received and opened in public on October 16, 1985, and

WHEREAS, the proposal submitted by Seattle First National Bank of Washington was thereafter on October 21, 1985, accepted by the City Council of the City of Kirkland as the lowest and best offer,


NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Kirkland as follows:

Section 1. The Kirkland City Council does hereby designate the Seattle First National Bank of Kirkland, Houghton Branch, to be the demand deposit depository for the City of Kirkland for a period of two years commencing January 2, 1986.

Section 2. The City Manager is hereby authorized and directed to sign on behalf of the City of Kirkland that certain agreement for commercial banking services between the City of Kirkland and Seattle First National Bank of Washington, Houghton Branch, a copy of which is attached hereto and by this reference incorporated herein.

PASSED by a majority vote of the Kirkland City Council in regular meeting on the 18th day of November, 1985. Signed in authentication thereof this 18th day of November, 1985.

ATTEST:



Director of Administration & Finance
(ex officio City Clerk)



Mayor

6619A/136A:br

AGREEMENT

This Agreement made and entered into the day and year below written, by and between the City of Kirkland, a non-charter code city, organized under the law of the State of Washington, hereinafter referred to as "City", and Seattle First National Bank of Washington, a national bank acting through its Houghton branch, located in Kirkland, Washington, hereinafter referred to as "Bank".

WITNESSETH:

WHEREAS, Section 35A.40.030, Revised Code of Washington provides in part:

"The legislative body of a code city at the end of each fiscal year, or at such other times as the legislative body may direct, shall designate one or more banks in the county where the code city is located, as depository or depositories of the monies required to be kept by the code city treasurer, or other officer performing the duties commonly performed by the treasurer of the code city...", and

WHEREAS, the City of Kirkland did call for bid proposals for the furnishing of demand deposit account and other commercial banking services required by the City of Kirkland, all in accordance with the call for bids and the specifications therefore, published September 17, 1985, and

WHEREAS, pursuant to said call, proposals were received and opened in public on October 16, 1985, and

WHEREAS, the proposals submitted by Bank were thereafter on October 21, 1985, accepted by the City Council of the City of Kirkland as the lowest and best offer.

NOW, THEREFORE, it is agreed as follows:

1. City hereby designates the Seattle First National Bank of Washington, Houghton Branch, as its demand deposit depository for a two year period commencing January 2, 1986. City will maintain with Bank in the manner and under the conditions set forth in the specifications for furnishing demand deposit account, a minimum noninterest bearing deposit balance of not less than the collected funds specified in bank's bid proposal.

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The City will review on a semiannual basis adjustments to the compensating balance (sometimes referred to as Collected Funds, Non-Interest Bearing Deposit Balance), proposed by the Bank. Any adjustments not to exceed a five (5) percent limit.

2. Bank agrees to provide in accordance with the contract documents, all of the commercial bank services set forth in the specifications for furnishing demand deposit account for the term of this agreement, and any renewals thereof.

3. The contract documents referred to and by this reference incorporated herein are:

A. Call for bids for City of Kirkland demand deposit account as published September 17, 1985.

B. Specifications for furnishing demand deposit account for the City of Kirkland referred to in said call for bids.

C. The proposal for City's demand deposit account submitted by Bank over the signature of Matthew J. Hornyak, Government Banking Officer, dated October 16, 1985.

D. Resolution No. R-_____, a Resolution of the City Council of the City of Kirkland designating Bank as its demand depository and approving this contract.

4. At all times during the life of this agreement, Bank shall maintain at its sole expense, any and all licenses, franchises, permits, and/or other requirements for its continued operation as a commercial bank within the State of Washington and to further maintain its qualification as a depository for public funds under the requirements of RCW Chapter 39.58.

A breach of this Section 4 shall immediately and forthwith terminate this agreement and all City funds shall be forthwith paid over to City, provided however, that such termination shall not relieve Bank of any liability or duty then owing to City and accruing out of this agreement.

5. In accordance with the contract documents, Bank agrees to provide the following additional services (designated therein as alternatives) in accordance with Bank's bid proposal and the provisions of this Section:

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(a) Utility Bills: Payments for City of Kirkland utility services (water, sewer, garbage) shall be accepted by Bank only when payment is tendered for the full amount showing due on the payor's utility statement. All persons with questions or complaints regarding service or who tender partial payments, shall be directed to the Kirkland City Hall.

When payments are accepted by Bank, the receipt portion of the utility statement shall be stamped "paid - date received" and returned to the payor. The payment portion of the statement and the funds tendered shall be daily reconciled and balanced and the statements shall be picked up by the City of Kirkland at the Bank's Houghton Branch for proper utility account processing. Funds received in payment may, at the option of the City, be credited by direct deposit into the appropriate City account or delivered to City along with the statements.

Bank may accept utility bill payments at any of its branches within or adjacent to the City of Kirkland as a customer convenience, but the responsibility as between City and Bank for receiving, reconciling, accounting and delivery to City shall be the sole responsibility of the Bank's Houghton branch.

(b) Loans to City: Bank agrees that for the time specified in the contract documents, any proposals for general obligation loans in the form of interest bearing warrants, bonds, or notes made by the City will be considered by the Bank. If within the limits of sound banking practices such proposals are acceptable, Bank shall make such loans at the interest rate specified in Bank's bid proposal. Such loans shall be within the debt limitation authority of the City Council at the time such loan is made and shall include a pledge of the City's general credit notwithstanding the specific revenues or a specific fund may be identified as the primary source for repayment. Nothing herein borrowing from other sources or other entities, nor in any other manner limiting the right of the City to borrow funds.

(c) Utility Lock Box Service: Bank shall institute and provide a utility lock box service for all water, sewer and garbage bills paid by mail. This service will be for a period of three months, commencing January 2, 1986 and shall terminate March 30, 1986. The amount of the minimum deposit account, as provided for in Section One of this agreement shall be increased by not more than \$137,943.00.

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6. The City reserves the right to cancel this agreement at any time for nonperformance, inadequate or poor performance of services or furnishing of reports or any other breach of this agreement. Notice of such cancellation in writing shall be given by City to Bank at its Houghton Branch. Such notice shall set forth the termination date which may be 90 days or less from the date of giving notice.

7. This agreement shall terminate January 4, 1988, unless notice of renewal is given in writing to Bank by City at least 30 days prior to said termination date. Renewal shall be for a period of one year only and may be so renewed no more than twice without concurrence of Bank.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 1985, at Kirkland, Washington.

CITY OF KIRKLAND

by City Manager

ATTEST:

Director of Administration and Finance
(ex officio City Clerk)

SEATTLE FIRST NATIONAL BANK OF WASHINGTON

by

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