



REQUESTED FOR PROPOSAL –  
DEPOSITORY AND OTHER  
BANKING SERVICES

RFP NO. 01-032025

Request for Proposal  
Depository and Other Banking Services

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## Request for Proposal

### Depository and Other Banking Services

#### **Section A. Description of Work**

##### *Overview*

The City of Cleveland is requesting proposals for depository and other banking services from all banking institutions with full service branches located in Cleveland. In 2004 Prosperity Bank was awarded the banking services contract through the Request for Proposal process, the contract was extended during the term. While its services have been satisfactory, the contract expired on January 31, 2025. It is anticipated that the term for the services offered will be a term of five (4) years with an optional (1) year extension.

The City has approximately 119 full-time and part-time employees. For Fiscal Year 2024 - 2025, the City has adopted a budget, which can be found online at [www.clevelandtexas.com](http://www.clevelandtexas.com) under Your Government-Finance Department.

##### *Current Depository Services*

The City of Cleveland currently has thirty (30) demand accounts with Prosperity Bank. The goal of the City is to maintain the same structure as currently exists; however, the City reserves the right to have additional bank accounts, as needed. Banking services for all thirty (30) accounts are included in this Request for Proposal (RFP). It is the City's intent to continue with the policy of maintaining all banking services with one institution in order to maximize cash flow and minimize administrative costs. As such, all proposals must include services for all accounts. The City will not consider proposals for partial services.

**General Operating Fund.** The Operating Cash account is the City's general operating account. It receives all revenues and distributes payments for all expenditures. Checks are prepared at least once a week to pay current City expenditures.

**Austin Memorial Library Fund.** This account is used to segregate the receipt of memorial donations and contributions. Remittance for memorial expenditures is also transacted from this account.

**Health Benefits Trust Account.** This account is operated as an imprest account through which the City's health benefit payments are transacted.

**Tax Account.** This account is a depository account used to segregate remittances of collected taxes received from the City's tax collection agency.

**General Fund-Money Market.** This account is an interest-bearing account.

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**Payroll Checking.** All employees are paid bi-weekly on Friday by direct deposit using third-party vendor Paycom. It is 100% direct deposit for employees. Only payroll-related checks are paid from this account.

**Municipal Court.** This account is used to collect all court fees.

**CDBG 082 CDB Sidewalk.** CDBG Funds local community development activities with the stated goal of providing affordable housing, anti-poverty programs, and infrastructure development. This account is specifically related to sidewalk infrastructure development within the central business district.

**Unity Committee.** This account is owned by one party (Unity Committee) but is managed by the City (as trustee) for the owner's benefit.

**Interest & Sinking Debt Service.** This account functions as a depository account used to receive a monthly transfer of funds for each year's debt service requirements, from the Tax Account from which that fund's debt service obligations are remitted.

**Hotel/Motel Tax.** This account functions as a depository account used to segregate remittances of collected Hotel Occupancy Tax from the City's hotels and through which appropriate expenditures are remitted.

**Money Seizure Account.** This account is used for the purpose of holding seized money until it is awarded to the City or refunded.

**Police Special Revenue (RLC).** This account is for fines collected through red light camera violations are used to pay for the installation, operation, administration and maintenance of the photographic enforcement system. This account is being phased out due to termination of the program, however the City still collects occasional longstanding fines from the program and this separate account is required by the State.

**Police Special Revenue Project.** This account is for the portion red light camera fine revenue used for restricted capital improvement and equipment purchases specified by the program requirements.

**Cleveland EDC Operating.** The Operating Cash account is the Economic Development Corporation's (EDC) operating account. It receives all revenues and distributes payments for all expenditures. Checks are prepared weekly (as needed) to pay current EDC expenditures.

**Cleveland EDC Money Market.** This account is an interest-bearing account for EDC.

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**Cleveland EDC Reserve.** This account functions as a depository account used to receive a monthly transfer of funds amounting to approximately 1/12th of each year's total EDC related debt service requirements.

**Cleveland EDC Sports & Recreation Facility.** Restricted cash account for Sports & Recreation related Facility improvement. This account has limited activity.

**Water and Sewer Fund.** The Water and Sewer Cash account is the City's utility account. It receives all utility revenues and distributes payments for all utility expenses. Checks are prepared once a week to pay current City expenses, and monthly for customer deposit refunds.

**Series 1997 Reserve Fund.** This account functions as a depository account used to receive a monthly transfer of funds amounting to approximately 1/12<sup>th</sup> of each year's total debt service requirements, from the Utility Operating Fund through which that fund's debt service obligations are remitted.

**Water & Sewer Money Market.** This account is an interest-bearing account for Water & Sewer.

**CDBG 080 Sewer Rehab II.** CDBG Funds local community development activities with the stated goal of providing affordable housing, anti-poverty programs, and infrastructure development. This account is specifically related to rehabilitation of existing sanitary sewer lines.

**Capital Equipment.** This account is used to segregate water/sewer revenue and expenditures designated for large or specialized equipment purchases.

**Fire Department Restoration.** This account is designated for donations related to restoring a vintage fire apparatus.

**Airport.** The Airport Cash account is designated for the City's Municipal Airport. It receives all deposits and distributes payments for all expenditures related to the Municipal Airport.

**TIRZ 1.** This account is the depository account for taxes allocated to Tax Increment Reinvestment Zone 1. There are two annual deposits, and one annual payment made from this account.

**TIRZ 2.** This account is the depository account for taxes allocated to Tax Increment Reinvestment Zone 2. There is one annual deposit, and one annual payment made from this account.

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**ARPA.** This account is the depository account for funds received for the American Rescue Plan Act. No additional deposits are expected for this account, only disbursements or transfers for expenditures.

**Series 2021 Water & Sewer Bond.** Revenue received for Series 2021 Bond Issuance. No additional deposits will be received. The balance in this account will phase out as disbursements are made for expenses.

**GLO-CDR Harvey.** This account is the depository account for funds received to assist with recovery efforts in response to Hurricane Harvey. No additional deposits are expected; the balance of this account will phase out as disbursements are made for expenses.

#### *Scope of Services*

The following sections detail the services to be provided to the City, which have been separated into three (3) categories:

**Required Services.** Services that must be provided by the selected banking institution; Except for non-substantial deviations or acceptable alternatives, all services listed in this section are mandatory.

**Optional Services.** Services that the City may desire to use depending on the availability, quality and price of the service offered. Proposals are not required to address optional services in order to be considered an acceptable proposal. However, final selection of the successful proposer may be based on the desirability and cost of the optional services offered.

**Additional Services.** The proposer may choose to offer the City additional services not otherwise specified in this RFP. It is intended that these services will be provided to the City on a contractual basis. The prices quoted in the Proposal Submission Package must remain in effect during the term of the original contract period.

#### *Required Services*

The successful proposer must provide the following services:

**Separate Accounts.** Separate accounts must be provided for the City's demand deposit accounts. The successful bidder must have the ability to accommodate additional accounts if required by the City. The proposal must include services for all accounts. Proposals for partial services will not be considered.

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**Monthly Bank Statements.** Monthly bank statements must be provided for each account available to the City within seven (7) working days after the last calendar day of each month. Each statement must provide a listing of cleared checks, and the dollar amount of the cleared checks sorted by check number, and date check cleared as well as images of front and back of cleared items. Additionally, the statement must list the City's deposits made to the account, reporting the date and amount of deposits as well as images of the cleared items. The statement shall provide a summary of beginning cash balance, deposits/credits, checks/debits, ending cash balance and average daily balance. The proposal must include an example of the standard statement issued by the proposer.

**Collateralization Requirements.** The depository Bank shall secure the Funds of the City by pledging with the City, subject to the approval of the City as to kind and value, "investment securities" as defined by Section 2257.002(5), Texas Government Code. The securities pledged shall be transferred to and held by a selected bank referred to as the "Safekeeping Bank", in accordance with the Safekeeping Agreement attached hereto and incorporated herein reference as if fully set forth verbatim herein. The securities pledged shall have a market value greater than, or equal to, one hundred percent (100%) of the funds which the City may have on deposit at any one time, reduced by the amount of Federal Deposit Insurance Corporation (FDIC) insurance available. Should the market value of the securities pledged ever be less than one hundred percent (100%) of the funds secured, the Bank shall immediately cause additional securities approved by the City to be pledged with the City, in such aggregate amount as may be necessary to restore the market value of the securities pledged to one hundred percent (100%) of the amount of funds secured. The Bank shall have the right to substitute or withdraw pledged securities upon obtaining prior written approval of the City.

**Electronic Funds Transfer Program.** The City requires the use of electronic funds transfer services.

**Account Data Access.** The City requires its banking services provider to offer account data access through the internet as is standard for all banks now.

**Investment Services.** Investment services are specifically not included within the provisions of this RFP. The City will continue its current investment policy of placing its investments based on competitive quotes from a variety of investment sources.

**Overdraft Protection Services.** Though the City seldom finds itself in need of such services, please state in your Proposal Submittal Package whether or not this service will be offered to the City. Also, please describe any issues or charges associated with the use of this service.

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**Estimated Volumes.** Balances will vary according to the time of year; more income being realized in the peak tax collection season. On an annual basis the City's total income from all sources should be approximately \$10,000,000, excluding any grants received during the budget year. City funds in excess of operational requirements are normally invested in an investment pool to maximize interest income to the City. The City estimates that there will be more than 300 deposits per month for the following accounts, as a combined total per month, with approximately 250 checks issued per month on all accounts.

Please find the monthly activity for the month of December 2024 by account on the next page:

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Monthly Activity for December				
Account Name	Deposits/Other Credits	Checks/Other Debits	Interest (Y/N)	
General Operating Fund	112	128	Y	
Austin Memorial Library Fund	1	0	Y	
Health Benefits Trust Acct	1	3	N	
Tax Account	6	1	Y	
General Fund - MMA	1	0	Y	
Payroll	4	7	Y	
Municipal Court	61	2	N	
CDBG 082 CDB Sidewalk	0	0	N	
Unity Committee	1	0	Y	
Tax Interest and Sinking	1	0	Y	
Hotel/Motel Tax	4	4	Y	
Money Seizure Account	0	0	N	
Police Special Revenue (RLC)	1	0	Y	
Police Dept Special Revenue Project	1	0	Y	
Cleveland EDC-Operating	1	7	Y	
Cleveland E.D.C. Money Market (Prosperity)	2	0	Y	
EDC-Reserve Account	2	0	Y	
Cleveland EDC Sports and Recreation Facility	1	0	Y	
Water & Sewer Operating Fund	97	64	Y	
Reserve Fund	1	0	Y	
Water and Sewer - MMA	1	0	Y	
CDBG 080 Sewer Rehab II	0	0	N	
Capital Equipment	1	0	Y	
Fire Department Restoration	1	0	Y	
Airport	36	9	Y	
TIRZ 1	1	0	Y	
TIRZ 2	1	0	Y	
ARPA	1	0	Y	
Series 2021 Bond Water/Sewer	1	0	Y	
GLO-CDR Harvey	0	0	N	

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#### Information Access and Funds Availability.

The selected bank will provide the City with daily access to its accounts, with daily activity updated each day by 9:00 a.m. for the activity of the previous day. The bank will provide daily cash balance reports for transactions as of the close of the previous working day, by 9:00 a.m. providing the following information: account balance; collected balance; number and amount of credits; number and amount of debits; and identification of all debits

The level of available funds will be determined on the following schedule:

- Items on the depository, wire transfers, ACH deposits, cash – SAME DAY
- Items on local institution – NEXT DAY
- Other items – FEDERAL RESERVE
- Outgoing wire instructions received by 12:00 noon must be cleared that day.

The above schedule shall be the maximum clearing schedule. If the bank can offer faster clearing services, they should be outlined in the proposal. If a proposer is using an availability schedule other than the Federal Reserve Schedule, a copy must be attached to the proposal.

**Bags, Night Drop Service & Other.** The bank shall provide four (4) zipper bags and twelve (12) locking night drop bags for the City's use. Night drop service shall be provided at no cost to the City. Also, the bank will provide one (1) endorsement stamp for each bank account, with the exception of the General Fund Operating and Water & Sewer Operating, which shall have three (3) stamps.

**Wire Transfers.** It is estimated that the City will have approximately ninety (175) ACH transactions per month, and the selected bank must have the ability to accept wire transfers to the City's account from the State of Texas, the U. S. Treasury and, the Federal Reserve (directly or indirectly), and guarantee immediate credit for such deposits.

**Direct Deposit Services.** The City only provides direct payroll deposit service to employees through our third-party payroll provider Paycom. Proposer should provide a description of the direct deposit process and any requirements, especially time-frame constraints, which may impact City procedures or employees as well as the implementation and monthly costs for this service.

**Pricing of Banking Services.** The City requires proposers to present an itemized invoice for the cost of its services each month.

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**Stop Payments.** It is estimated that the City will require an estimated five (5) stop payments per month. All stop payments shall be recorded and billed as part of the Bank's billing for services at the end of each month.

**Printing.** The City will obtain printed checks from commercial sources other than the bank, for use in all of its bank accounts. The bank will provide duplicate deposit slips, to City specifications. The bank will provide coin wrappers free of charge to the City's Finance Department.

**Other.** Proposers are requested to list any service that will be provided to the City at no additional cost

#### *Optional Services*

The proposer may desire to propose special account considerations for City employees who maintain accounts at the local branch such as:

- Positive pay and complete reconciliation services
- Check imaging
- Free or reduced-price checking accounts
- Cashier and travelers check
- Safe deposit box
- Notary services
- Check stock
- Bank credit cards
- Check guarantee cards
- Other similar banking services

*If the proposer desires to offer any of these services to the City and its employees, a supplemental attachment should be prepared and included with the proposal describing the service in detail and indicating the cost, if any, for these services.*

#### *Additional Services*

The proposer may choose to offer the City additional services not otherwise specified in this RFP. In this event, a supplemental attachment should be prepared and included with the proposal describing the additional services offered in detail and indicating the cost, if any, for these services.

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#### **Section B. General Terms and Conditions**

##### *Proposal Requirements*

**Requirement to Meet All Provisions.** Each bank submitting a proposal (proposer) shall meet all of the terms, and conditions of the Request for Proposals (RFP) specifications package. By virtue of its proposal submittal, the proposer acknowledges agreement with and acceptance of all provisions and specifications. Proposing bank must have at least the following qualifications:

- Be a federally or State of Texas chartered financial institution.
- Be a member of the Federal Reserve System and have access to all services.
- Be a qualified depository for public funds.
- Must agree to comply with FIRREA, particularly U.S. Code Section 1823 (e) and must agree that any security agreement with the City must be (1) in writing; (2) executed by the bank and the City contemporaneously with the acquisition of the asset by the bank; (3) have been approved by the board of directors of the bank or its loan committee; and (4) be an official record of the bank continuously from the time of the agreements execution.
- Be a full-service bank in good standing among other comparable banks.
- Be capable of providing the services sought by the City.
- Have an established office within the City of Cleveland.
- Must agree to cash the payroll or expense reimbursement checks of City employees that do not possess a checking account of their own.
- Agree to assign experienced and dedicated staff who is committed and capable of servicing the City's accounts.
- Be sufficiently capitalized to accommodate the City's cash/investment management needs.

**Proposal Submittal.** Each proposal must be submitted on the forms provided in the specifications and accompanied by any other required submittals or supplemental materials. The proposer must provide four (4) sets of proposal documents and one digital copy on a USB flash drive, which shall be enclosed in an envelope that shall be sealed and addressed to the City Secretary, City of Cleveland, 907 E. Houston St, Cleveland, Texas 77327 by March 20, 2025 no later than 3:00 pm CST. In order to guard against premature opening, the proposal should be clearly labeled with the proposal title, name of proposer, and date and time of proposal opening.

**Proposal Quotes and Unit Price Extensions.** The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the proposer must be entered in the spaces provided in Attachment F in the Proposal Submittal Forms. The Proposal Submittal Forms must be totally completed. If the unit price and the total amount stated by any proposer for any

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item is not in agreement; the unit price alone will be considered as representing the proposer's intention and the proposal total will be corrected to conform to the specified unit price.

**Proposal Withdrawal.** A proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to City Manager for its withdrawal. In such an event, the proposal will be returned to the proposer unopened. No proposal received after the time specified or at any place other than that stated in the "Requesting Proposals" will be considered.

**Submittal of One Proposal Only.** No bank shall be allowed to make or file more than one proposal, except an alternative proposal when specifically requested.

**Communications.** Questions need to be in writing and should be directed to the office of the City Secretary, City of Cleveland, 907 E Houston, Cleveland TX 77327.

#### *Contract Award and Execution*

**Proposal Retention and Award.** The City reserves the right to waive irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations. See the "special terms and conditions" in Section C of these specifications for proposal evaluation and contract award criteria.

**Competency and Responsibility of Proposer.** The City reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers. Proposers will provide, in a timely manner, any information which the City deems necessary to make such a decision.

**Chartered Institution/Branch Office in City.** Proposers must be a Federally or State of Texas chartered institution and must maintain a full-service branch within the limits of the City of Cleveland during the term of the contract.

**Account Activity.** The number of transactions indicated in the proposal Submission Package is believed to be a reliable estimate of the City's banking activities. However, the actual number of transactions may vary, and the City provides no guarantees regarding minimum or maximum volumes.

**Commencement of Banking Services.** Because of the scheduled termination of the City's current banking services contract, the successful proposer shall begin providing the full scope of services no later than May 1, 2025.

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**Contract Requirement.** The proposer to whom an award is made (Contractor) shall execute a written contract with the City within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall contain the terms and provisions required by Chapter 105 of the Texas Local Government Code and shall be made in the form adopted by the City and incorporated in these specifications.

#### *Contract Performance*

**Immigration Act of 1986.** The Contractor warrants on behalf of itself and all subcontractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

**Contractor Non-Discrimination.** In the performance of this work, the Contractor agrees that it will not engage in, nor permit such subcontractors as it may employ, to engage in discrimination in employment of persons because of age, race, color, sex, national origin or ancestry, sexual orientation, or religion of such persons.

**Federal, State and Local Laws and Policies.** The Contractor covenants that all funds shall be deposited and invested in compliance with all applicable Federal and State laws, including but not limited to, the Depository of Municipal Funds Act, Chapter 105, Sections 1005.001 through 105.092, of the Texas Local Government Code; Collateral for Public Funds Act, Chapter 2257, Sections 2257.001 through 2257.083 of the Texas Government Code; the Public Funds Investment Act, Chapter 2256, Sections 2256.001 through 2256.104 of the Texas Government Code. Additionally, the Contractor covenants to comply with the Investment Policy of the City of Cleveland in all applicable terms with regard to all municipal funds. Since Cleveland's Investment Policy complies with all related laws of the State of Texas, a copy of the investment policy shall be available for review in the office of the Director of Finance and shall be provided to the successful bidder.

**Work Delays.** Should the Contractor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the City's sole option, be extended for such periods as may be agreed upon by the City and the Contractor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

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**Interests of Contractor.** The Contractor covenants that it presently has no interest, and shall not acquire any interest direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Contractor certifies that no one has or will have any financial interest in performing this work is an officer or employee of the City. It is hereby expressly agreed that, in the performance of the work hereunder, the Contractor shall at all times be deemed an independent contractor and not an agent or employee of the City.

**Hold Harmless and Indemnification.** The Contractor agrees to defend, indemnify, protect and hold the City and its agent, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Contractor's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of the Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that the Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

**Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, its rights, title, interest, or its power to execute such a contract, to any individual or business entity of any kind without the previous written consent of the City.

**Termination.** The contract shall provide that the City reserves the right to terminate the contract, without necessity of default, upon thirty (30) days prior written notice of the City's intent to terminate the contract. In the event of termination, the successful proposer shall cooperate in the timely and effective transition of services to another depository.

The contractor is given the right to terminate this contract subject to written notice and allowance for a one hundred-twenty (120) day period within which the City may decide to redirect its banking activity.

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**Section C. *Special Terms and Conditions***

**Contract Term.** The term of the contract shall be for a period of five (4) years with an optional one (1) year extension.

**Proposal Content.** Your proposal submission package must include the following information:

- Submittal Forms
- Required services proposal, including supplemental materials
- Optional services proposal
- Additional services proposal
- Pricing of banking services
- Availability schedule
- Copy of your bank's Statement of Condition or balance sheet for the last two (2) years

**Supplemental Attachments.** To be an acceptable proposal, all of the above documents must be included with the submittal. In addition, the following attachments may be required:

- If the prospective banking institution is proposing alternatives or non-substantial deviations to the required services, a full description and justification for the proposed alternative or deviation must be included with the proposal.
- If the prospective banking institution is proposing to provide optional or additional services, a full description of each service must be included with the proposal along with cost detail.
- If the prospective banking institution is proposing an alternative method for pricing of banking services, a full description of the alternative must be included with the proposal along with computation detail.

Transaction indicators and estimated quantities have been provided on the Required Services submission form. It is assumed that the itemization of costs provided in this submittal will fully compensate the banking institution for all required services. In the event that additional itemization of transactions is required by the proposer in order to be fully

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compensated for required services, spaces have been provided on the form which should be completed in full by the proposer. If estimated transaction volumes are required to complete

the submittal form for additional items the City should be contacted in writing, as provided in the Communications section of this document, for information.

**Proposed Copies.** One (1) original, three (3) copies and a digital file saved to a USB drive of the proposal must be submitted.

**Proposal Evaluation and Ability to Perform the Requested Services Criteria.**

Proposals will be evaluated by a review committee based on the following criteria:

- Creditworthiness and Financial stability of the bank.
- Technology innovations in providing banking services (On-line) Night Deposits.
- Banking Services cost and earning potential, fees and other costs.
- Quality of all treasury management reports.
- Previous service relationship with the City.

*As reflected above, contract award will not be based solely on price, but on a combination of factors as determined to be in the best interest of the City. After evaluating the proposals and discussing them further with the finalists or the tentatively selected banking institution, the City reserves the right to further negotiate the proposed work and/or method and amount of compensation.*

**Proposal Review and Award Schedule.** The following is an outline of the anticipated schedule for proposal review and contract award:

Issue RFP	03/06/2025
Receive proposals	03/20/2025
Award contract	04/15/2025
Execute contract (deadline)	04/25/2025
Start work	05/01/2025

**Release of Reports and Information.** Any reports, information, data, or other material given to, prepared by or assembled by the banking institution as part of the work or services under these specifications shall be the property of the City and shall not be made available to any individual or organization by the banking institution without the prior written approval of the City.

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**Copies of Reports and Information.** If the City requests additional copies of reports, or any other material in addition to what the banking institution is required to furnish in limited quantities (such as research of old statements, deposit slips or checks) as part of the work or services under these specifications, the banking institution shall provide such additional copies as are requested, and City shall compensate the banking institution for the costs of duplicating of such copies at the banking institution's direct expense.

furnish in limited quantities (such as research of old statements, deposit slips or checks) as part of the work or services under these specifications, the banking institution shall provide such additional copies as are requested, and City shall compensate the banking institution for the costs of duplicating of such copies at the banking institution's direct expense.

**Non-Exclusive Contract.**

The City reserves the right to contract with other banking institutions during the contract term regarding other services, which may be provided to the City. Other bank-related services which the City may utilize would include, but not be limited to:

- (i) Bond paying agent/registrar services
- (ii) Third-party custodial services for collateralized investments
- (iii) Services associated with the Corsicana Fire Firefighter's Relief and Retirement System.
- (iv) Service of funds held contractually in escrow by another institution.

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**Section D. Form of Agreement**

**Agreement**

THIS AGREEMENT is made and entered into in the City of Cleveland on this the \_\_\_\_\_ by and between the CITY OF CLEVELAND, a municipal corporation, hereinafter referred to as City, and \_\_\_\_\_, hereinafter referred to as Banking Institution.

WITNESSETH in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

**TERM AND TERMINATION**

This agreement shall be for a term of five (4) years with an optional one (1) year extension beginning on \_\_\_\_\_ and ending \_\_\_\_\_ or until a successor depository bank shall have been duly selected and qualified. The City may terminate this Agreement during its term at any time for the City's own convenience by giving thirty (30) days written notice to Banking Institution.

**GENERAL**

All services rendered to City by Banking Institution under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Banking Institution's standard operations, policies, and procedures.

**ADDITIONAL AGREEMENT DOCUMENTS**

The following specified documents attached to this Agreement are part of this Agreement, except as follows: any provision contained in any of the Banking Institution's Additional Contract Documents specified below that conflicts with this Agreement, does not apply to this Agreement.

A. City's Additional Contract Documents:

1. City's Request for Proposal for banking services. [##] PAGES (##), attached hereto as Exhibit "A" (hereinafter "RFP").

B. Banking Institution's Additional Contract Documents:

1. Banking Institution's submitted proposal dated \_\_\_\_\_. [##] PAGES (##), attached hereto as Exhibit "B" (hereinafter "Proposal").
2. Safekeeping Agreement dated \_\_\_\_\_. [##] PAGES (##), attached hereto as Exhibit "C" (hereinafter "Safekeeping Agreement").

**CITY'S OBLIGATIONS.**

For providing services as specified in this Agreement, City will pay and the Banking Institution shall receive therefore compensation as set forth in the

## Request for Proposal

### Depository and Other Banking Services

Banking Institution's proposal. Provided, however, all payments to be made by the City to Banking Institution, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

#### BANKING INSTITUTION'S OBLIGATIONS.

For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by City, the Banking Institution agrees with City to do everything required by this Agreement including to provide those services as described in Banking Institution's Proposal. Banking Institution acknowledges that all services performed by Bank are subject to the approval of City.

#### COLLATERALIZATION REQUIREMENTS.

The securities pledged shall be transferred at and held by \_\_\_\_\_, hereinafter referred to as the "Safekeeping Bank" in accordance with the Safekeeping Agreement attached hereto as Exhibit "C".

#### AMENDMENTS.

Any amendment, modification or variation from the terms of this Agreement shall be in writing.

#### NO RIGHT TO ARBITRATION.

The City does not agree to binding arbitration, nor does the City waive its right to a jury trial. The City shall not be subject to any arbitration process for any dispute that might arise under this Contract prior to exercising its unrestricted right to seek judicial remedy.

#### LIABILITY AND INDEMNITY.

Any provision of any attached agreement document that limits Banking Institution's liability to the City or releases the Banking Institution from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Agreement or that provides for contractual indemnity by the City to Banking Institution is not applicable or effective under this Agreement.

#### ATTORNEY'S FEES.

Should the City bring suit against Banking Institution for breach of contract or for any other cause relating to this Agreement, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.

#### ENTIRE AGREEMENT



Request for Proposal  
Depository and Other Banking Services

of \_\_\_\_\_, 20\_\_\_\_, which shall be effective as of 12:01 a.m. on the 1<sup>st</sup>  
day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST: Bank

By:

\_\_\_\_\_

\_\_\_\_\_

Banking Officer: \_\_\_\_\_

Lobby Manager: \_\_\_\_\_

ATTEST: City of Cleveland

By:

\_\_\_\_\_

\_\_\_\_\_

City Secretary: \_\_\_\_\_

Mayor: \_\_\_\_\_

Request for Proposal  
Depository and Other Banking Services

Section E. *Banking Services Proposal Submittal Coversheet*

Proposal Submitted by (Institution): \_\_\_\_\_

Local Branch Address: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

    Name: \_\_\_\_\_

    Direct Phone Number: \_\_\_\_\_

    Direct E-mail Address: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

    Name: \_\_\_\_\_

    Direct Phone Number: \_\_\_\_\_

    Direct E-mail Address: \_\_\_\_\_

    Fax Number: \_\_\_\_\_

Corresponding Bank (if applicable):

Primary Contact Person: \_\_\_\_\_

    Name: \_\_\_\_\_

    Direct Phone Number: \_\_\_\_\_

    Direct E-mail Address: \_\_\_\_\_

    Fax Number: \_\_\_\_\_

Secondary Contact Person: \_\_\_\_\_

    Name: \_\_\_\_\_

    Direct Phone Number: \_\_\_\_\_

    Direct E-mail Address: \_\_\_\_\_

    Fax Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Signature (s): \_\_\_\_\_

Signature (s): \_\_\_\_\_

Date: \_\_\_\_\_

Request for Proposal

Depository and Other Banking Services

Section F. Request for Proposal Questionnaire and Response Statements

1. Does the Banking Institution attest that it is a Federally or State of Texas chartered Financial Institution? Yes (  ) No (  )
2. Is the Banking Institution a member of the Federal Reserve system and have access to all services? Yes (  ) No (  )
3. Is the Banking Institution a qualified depository of public funds? Yes (  ) No (  )
4. Is the Banking Institution a full-service bank in good standing among other comparable banks? Yes (  ) No (  )
5. Is the Banking Institution capable of providing all required services sought by the City? Yes (  ) No (  )

Does your bank offer the following?

- |   |                                  |                                 |
|---|----------------------------------|---------------------------------|
| Separate Accounts                                 | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Monthly Bank Statements                           | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Monthly Account Statements                        | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Average Daily Account Balance                     | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Federal Reserve Requirement                       | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Average Daily Float                               | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Average Collected Balance                         | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Earnings Allowance                                | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Transaction Volumes                               | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Electronic Funds Transfer Program                 | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| If no, is the bank able to accept and process     |                                  |                                 |
| Federal and State Tax Deposits                    | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Positive Pay (Check security services)            | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Check Imaging and Bank Statements on CD ROM       | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Account Data Access, Via Internet                 | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Overnight Sweep Facilitation                      | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| If no, do you plan on offering this service       |                                  |                                 |
| In the near future?                               | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Approximately When? _____                         |                                  |                                 |
| Overdraft Protection Services                     | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Information Access and by 9:00 a.m.               | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Availability of Funds in Accordance with Schedule | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |
| Bags and Night Drop Services                      | Yes ( <input type="checkbox"/> ) | No ( <input type="checkbox"/> ) |

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Depository and Other Banking Services

Direct Deposit Services for Payroll

Yes (  )

No (  )

**Optional Services:** Please attach a list of any optional services offered and explain.

**Additional Services:** Please attach a list of any additional services offered and explain.

**Certificate of Insurance:** Please attach a certificate of insurance with the RFP.

**Statement of Condition or Balance Sheet for Previous Two (2) Years:** Please attach the bank's Statement of Condition or balance sheet for the previous two (2) years.

**Other Supplemental Attachments:** Please attach any other supplemental attachments, if necessary.

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Section G. *Cost of Services Schedule*

**CITY OF CLEVELAND**

Services (By Type)	Est. Mthly Usage	Annualized Usage	Per Item Charge	Annual Cost
Bank Accounts	30	360		
Deposits and Other Credits	300	3,600		
Checks Paid and Other Debits	250	3,000		
Stop Payments	5	60		
Purchase of U.S. Government Securities	0	0		
Cashier's Checks	1	12		
Return Items	10	120		
Safekeeping Maintenance	0	0		
Overdrafts	0	0		
Transfers between Accounts	25	300		
Safe Deposit Box	0	0		
ACH Origination File	5	60		
ACH Origination Per Item Fee	425	5,100		
<b>Bank Bags</b>				
Small Zipper Bag	4	4		
Night Deposit Bag	12	12		
Night Drop Keys	12	12		
<b>Endorsement Stamps</b>				
One for each existing account additional stamps for General Fund Operating and Water & Sewer Fund	17	17		
<b>Total Estimated Service Charges</b>				

**Schedule of Fees and Services**

*See attached schedule of fees*

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Section H. Banking Services Score/Rating Proposal Sheet



**RFP FOR DEPOSITORY AND OTHER BANKING SERVICES**

RFP # 01-032025 DATE \_\_\_\_\_  
 RFP Name: DEPOSITORY AND OTHER BANKING SERVICES 2025

Financial Stability - Credit rating, financial reports and stability.	SCORING				AVG Total Score
	Maximum	Proposer	Proposer	Proposer	
	25	0	0	0	0
		0	0	0	
		0	0	0	
		0	0	0	
		0	0	0	
<b>Financial Stability Score</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Technology - Digital and online banking, integration, and security.	SCORING				AVG Total Score
	Maximum	Proposer	Proposer	Proposer	
	15	0	0	0	0
		0	0	0	
		0	0	0	
		0	0	0	
		0	0	0	
<b>Digital and Online Banking Score</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Fees and Pricing Structure - Banking fees and services cost and earning potential.	SCORING				AVG Total Score
	Maximum	Proposer	Proposer	Proposer	
	30	0	0	0	0
		0	0	0	
		0	0	0	
		0	0	0	
		0	0	0	
<b>Fees and Pricing Score</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>0</b>	

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Depository and Other Banking Services

<b>Services and Product Offering - Deposit accounts, loans, payment solutions</b>	<b>Maximum</b>	<b>Proposer</b>	<b>Proposer</b>	<b>Proposer</b>	<b>AVG Total Score</b>
	20	0	0	0	0
		0	0	0	
		0	0	0	
		0	0	0	
		0	0	0	
<b>Services and Product Offering Score</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>SCORING</b>					
<b>Quality of Service - Availability, dedicated support.</b>	<b>Maximum</b>	<b>Proposer</b>	<b>Proposer</b>	<b>Proposer</b>	<b>AVG Total Score</b>
	15	0	0	0	0
		0	0	0	
		0	0	0	
		0	0	0	
		0	0	0	
<b>Quality of Service Score</b>	<b>15</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>FINAL SCORES</b>					
<b>Total Score</b>	<b>Maximum</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>	<b>AVG Total Score</b>
Financial Stability	25	0	0	0	0
Technology	15	0	0	0	0
Fees and Pricing Structure	25	0	0	0	0
Services and Product Offering	20	0	0	0	0
Quality of Service	15	0	0	0	0
<b>TOTAL SCORE</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>RANK</b>					