

**City of Carson City
Agenda Report**

Date Submitted: March 7, 2013

Agenda Date Requested: March 21, 2013
Time Requested: Consent

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For possible action: To approve Contract No. 1213-150, Joinder Contract with Bank of America through the Clark County School District, Nevada RFP # 12063-RMH for Government Banking Services for a not to exceed amount of \$6,000.00 from the Treasurers Professional Services/Banking Services account as provided for in FY 2012/2013. (File No. 1213-150) (*Kim Belt*)

Staff Summary: The Carson City Treasurer's office is interested in continuing the Government Banking Services of Bank of America for seven (7) years.

Type of Action Requested: (check one)

Resolution Ordinance
 Formal Action/Motion Other (Specify)

Does This Action Require A Business Impact Statement: Yes No

Recommended Board Action: I move to approve Contract No. 1213-150, Joinder Contract with Bank of America through the Clark County School District, Nevada RFP # 12063-RMH for Government Banking Services for a not to exceed amount of \$6,000.00 from the Treasurers Professional Services/Banking Services account as provided for in FY 2012/2013. (File No. 1213-150) (*Kim Belt*)

Explanation for Recommended Board Action: Pursuant to **NRS 332.115 subsection 1 (m) and NRS 332.195**, staff is requesting the Board of Supervisors declare that the contract is not adapted to award by competitive bidding and authorize all city departments to be able to place orders from this contract providing Carson City's approved funding and purchasing procedures are followed.

NRS 332.115 Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:

(m) Supplies, materials or equipment that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another governmental agency located within or outside this State; are not subject to the requirements of this chapter for competitive bidding, as determined by the governing body or its authorized representative.

NRS 332.195 Joinder or mutual use of contracts by governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556)

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1 (m) and NRS 332.195

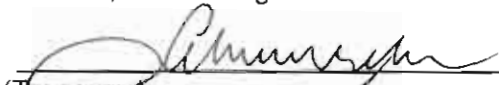

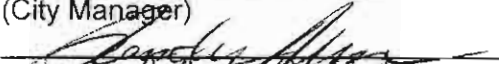

Fiscal Impact: \$6,000.00

Explanation of Impact: If approved the below account could be reduced by \$6,000.00

Funding Source: Treasurers Professional Services/Banking Services – 101-0300-413-03-17 as provided for in FY2012/2013.

Supporting Material: Clark County School District Agreement

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By:		Date: <u>3-12-13</u>
	(Treasurer)	
		Date: <u>3/14/13</u>
	(City Manager)	
		Date: <u>3/12/13</u>
	(District Attorney)	
		Date: <u>3/12/13</u>
	(Finance Director)	

Board Action Taken:

Motion: _____	1) _____	Aye/Nay
	2) _____	_____

(Vote Recorded By)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR
Contract No. 1213-150
Titled: Government Banking Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of March 21, 2013 approved the acceptance of **CONTRACT No. 1213-150**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 21st day of March, 2013.

ATTEST:

ALAN GLOVER, CLERK-RECORDER

DATED this 21st day of March, 2013.

Umbrella Agreement for Government Banking Services

This Agreement for Government Banking Services (the "Agreement") is made and shall be effective as of this 1st day of February, 2013, between the Clark County School District, Nevada (the "District") and Bank of America, N.A., a national banking association ("Bank").

WHEREAS, District issued a Request for Proposal ("RFP") more fully identified below, for providing banking services identified in the RFP (the "Services"):
RFP #12063-RMH Request for Proposals for Banking Services dated April 23, 2012; and

WHEREAS, the Bank was the successful bidder under the RFP, having submitted its bid response dated June 7, 2012 (the "Bid Response"); and

WHEREAS, the parties wish to enter into this Agreement for the purpose of specifying the term and constituent documents of the agreement between District and Bank regarding the Services;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the parties hereby agree as follows:

1. Integrated Agreement. The entire and integrated agreement between Client and Bank related to the Services shall consist of this Agreement, Bank's Treasury Terms and Conditions booklet (including user documentation and set-up forms), District's RFP #12063-RMH and addendums 001 and 002, Bank's Bid Response to RFP#12063-RMH 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) Bank's Treasury Terms and Conditions booklet (including user documentation and set-up forms),
- (3) Bank's Bid Response to RFP#12063-RMH, and
- (4) District's RFP #12063-RMH and addendums 001 and 002.

The integrated agreement supersedes all prior negotiations, representations, statements and agreements, whether written or oral, regarding the Services.

2. Commencement of Performance. Except as otherwise agreed by the parties, Bank shall begin performing each Service upon the effective date and delivery of this Agreement, the pertinent service-level agreement and the related set-up forms. Bank shall continue to perform such Services during the term of this Agreement.
3. Term. This Agreement is for an initial term of one (1) year beginning February 1, 2013. The Agreement may be extended for up to six additional, one (1) year renewal periods by mutual consent of the parties. Agreement may be terminated unilaterally by either party for any reason for cause or without cause, with 90 days advance written notice.
4. Notices. Except as may otherwise be specified in the applicable service-level agreement or set-up form, notices to District and Bank shall be sent to the addresses set forth below:

District: Clark County School District
Attn: Paul Mortimer
5100 West Sahara Avenue
Las Vegas, NV 89146

Bank: Bank of America
Attn: Greg Titus, SVP
401 South Virginia St., 2nd Floor
Reno, NV 89501

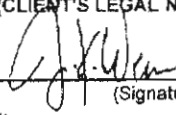
Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

In witness whereof, the parties have executed this Agreement as of the date first written above.

Clark County School District, Nevada

(CLIENT'S LEGAL NAME)

By:



(Signature)

Name:

Jeff Weller

(Print or Type)

Title:

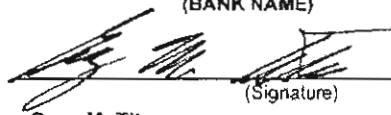
Chief Financial Officer

(Print or Type)

Bank of America, N.A.

(BANK NAME)

By:



(Signature)

Name:

Greg M. Titus

(Print or Type)

Title:

Senior Vice President

(Print or Type)

**AGREEMENT FOR BANKING SERVICES
LINKING AUTHORIZATION**

Consolidated Municipality of Carson City, a legal Nevada municipal entity ("Municipality") has determined that it is authorized to utilize the Contract for Services of Independent Contractor between Clark County School District, Nevada and Bank of America, N.A. ("Bank of America") dated as of February 1, 2013 (the "Agreement") as the basis for an agreement pursuant to which Municipality will receive the same banking services from Bank of America, N.A. and its affiliates, a Bank of America company.

Municipality requests and Bank of America agrees to provide to Municipality the general banking services as set forth in the Agreement. Bank of America will provide such services to Municipality effective as of **April 1, 2013** (the "Effective Date").

Capitalized terms used in this Linking Authorization, not otherwise defined, have the meanings given to them in the Agreement.

Municipality acknowledges and agrees that it has received and reviewed a copy of the Agreement and agrees to adhere to the terms and conditions of the Agreement, as amended from time to time.

Municipality represents and warrants to Bank of America that:

1. it is authorized to use the Agreement as the basis for receipt of general banking services provided in the Agreement;
2. its contracting for general banking services with Bank of America and its performance of its obligations under this Linking Authorization and the Agreement will not violate any law, regulation, judgment, decree or order applicable to Municipality and
3. it desires to utilize the Agreement for the provision of the services provided therein

This Linking Authorization and the Agreement constitute and represent the entire agreement between Municipality and Bank of America regarding the banking services Bank of America provides to Municipality as set forth in the Agreement and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written between Municipality and Bank of America relating to such those general banking services set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Linking Authorization as of March _____, 2013.

BANK OF AMERICA, N.A.

CONSOLIDATED MUNICIPALITY OF
CARSON CITY, NEVADA

Signature: _____

Signature: _____

Name: Greg M. Titus
Title: Senior Vice President

Name: Al Kramer
Title: Treasurer

**A Proposed Depository Analysis Statement for
Carson City NV**

Month of: January, 2013

BALANCE SUMMARY	
AVG POSITIVE LEDGER BALANCE	\$10,160,812.25
AVG LEDGER BALANCE	\$10,160,812.25
LESS AVG FLOAT	\$516,934.49
AVG COLLECTED BALANCE	\$9,643,877.76
AVG NEGATIVE COLL BALANCE	\$0.00
AVG POSITIVE COLL BALANCE	\$9,643,877.76
LESS RESERVES	\$0.00
AVAIL BAL FOR EARNINGS CREDIT	\$9,643,877.76
AVAIL BALANCE REQUIRED	\$9,607,678.60
NET AVAIL BALANCE	\$36,199.16
REQ RESERVES ON NET AVAIL BALANCE	\$0.00

BALANCE SUMMARY	
AVAIL BAL FOR EARNINGS CREDIT	\$9,643,877.76
EARNINGS ON AVAIL BALANCE	\$2,457.21
LESS TOTAL SERVICE CHARGES	\$2,447.98
EXCESS ALLOWANCE	\$9.22
CURRENT PERIOD SERVICE CHARGE	\$0.00

The Earnings Allowance Rate (EAR) on your account is used to calculate your Earnings Allowance, which is based on your average investable balance. Your EAR may vary; and, at our discretion, we may change this rate at any time. When determining the EAR rate, Bank of America considers a number of prevailing market indicators.

The Collected Overdraft Interest Charge Rate on your account is used to calculate your Collected Overdraft Interest Charge which is based on your negative collected balance. The rate on your account may vary; and, at our discretion, we may change this rate at any time. When determining this rate, Bank of America considers a number of factors and generally bases this rate on our Prime Rate plus a margin. The margin may change from time to time.

Prices are valid for 90 days from receipt of this pro-forma.
Other fees may be assessed in accordance with Bank of America's Schedule of Fees.

Confidential to Bank of America
January 24, 2013

**A Proposed Depository Analysis Statement for
Carson City NV**

Month of: January, 2013

CURRENT MONTH'S EARNINGS CREDIT RATE = 0.30%

CURRENT MONTH'S MULTIPLE = 3924.73

AFP Code	SERVICE	VOLUME RANGE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	Balance Required
Balance Related Services						
000230	DEP INSURANCE - BANK ASSESSMENT		10,161	\$0.1086	\$1,103.48	\$4,330,879.11
	Total Balance Related Services				\$1,103.48	\$4,330,879.11
Depository Services						
010000	ACCOUNT MAINTENANCE		12	\$8.0000	\$96.00	\$376,774.08
010020	ZBA MASTER ACCOUNT MAINT		1	\$45.0000	\$45.00	\$176,612.85
010021	ZBA SUBSIDIARY ACCOUNT MAINT		1	\$10.0000	\$10.00	\$39,247.30
010100	DEBITS POSTED-ELECTRONIC		48	\$0.0500	\$2.40	\$9,419.35
010101	CREDITS POSTED-ELECTRONIC		452	\$0.0500	\$22.60	\$88,698.90
010310	DEPOSIT ACCOUNT STATEMENTS	2+	10	\$0.0000	\$0.00	\$0.00
100000	BANKING CENTER DEPOSIT		458	\$0.4000	\$183.20	\$719,010.54
10022Z	CKS DEP UN-ENCODED ITEMS		8,885	\$0.0350	\$311.01	\$1,220,630.28
100400	RETURNS-CHARGEBACK		10	\$1.0000	\$10.00	\$39,247.30
100401	RETURNS-ALTERNATE ADDRESS SVCS		1	\$0.0000	\$0.00	\$0.00
100401	RETURNS-STORE PROCESSING		1	\$0.0000	\$0.00	\$0.00
100401	RETURNS-STORE PROCESSING SRVS		18	\$0.1000	\$1.80	\$7,064.51
100402	RETURNS-RECLEAR		8	\$1.0000	\$8.00	\$31,397.84
100402	RETURNS-RECLEAR SERVICES		1	\$0.0000	\$0.00	\$0.00
150102	GENERAL CHECKS PAID TRUNCATED		1,072	\$0.0500	\$53.60	\$210,365.53
	Total Depository Services				\$743.61	\$2,918,468.48
Commercial Deps-Cash Vault						
10001Z	CURR/COIN DEP/\$100-BKG CTR		2,311	\$0.0400	\$92.44	\$362,802.04
	Total Commercial Deps-Cash Vault				\$92.44	\$362,802.04
Express Tax Services						
25010B	EXPRESS TAX PC TAX DEPOSIT		4	\$3.5000	\$14.00	\$54,946.22
	Total Express Tax Services				\$14.00	\$54,946.22
General ACH Services						
250000	ACH MONTHLY MAINTENANCE		1	\$7.5000	\$7.50	\$29,435.48
250100	ACH CONSUMER OFF US DEBITS	1-25000	1,302	\$0.0250	\$32.55	\$127,749.96
250100	ACH CONSUMER ON US DEBITS	1-25000	362	\$0.0250	\$9.05	\$35,518.81
250120	ACH ORIGINATED ADDENDA		20	\$0.0100	\$0.20	\$784.95

Prices are subject to change from receipt of this pro-forma
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Month of January 2013

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AFP Code	SERVICE	VOLUME RANGE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	Balance Required
250150	ACH BLOCKS AUTH INSTRUCTIONS	11+	25	\$0.0000	\$0.00	\$0.00
250200	ACH DEBIT RECEIVED ITEM		41	\$0.0000	\$0.00	\$0.00
250201	ACH CREDIT RECEIVED ITEM		451	\$0.0000	\$0.00	\$0.00
250302	ACH RETURN ITEM	1-200	2	\$0.0800	\$0.16	\$627.96
250501	ACH INPUT-FILE	1-10	4	\$3.0000	\$12.00	\$47,096.76
250622	DELETE/REVERSAL BATCH/FILE		1	\$1.0000	\$1.00	\$3,924.73
250640	ACH DELETE/REVERSAL		1	\$7.5000	\$7.50	\$29,435.48
251050	ACH BLOCKS AUTH MAINTENANCE		1	\$10.0000	\$10.00	\$39,247.30
259999	ACH OPTIONAL RPTS-ELECTRONIC		1	\$0.4000	\$0.40	\$1,569.89
259999	ACH STANDARD RPTS-ELECTRONIC		3	\$0.4000	\$1.20	\$4,709.68
	Total General ACH Services				\$81.56	\$320,100.98
Controlled Disbursement Services						
151399	IMAGE ARCHIVE-90 DAYS		1,133	\$0.0000	\$0.00	\$0.00
151399	IMAGE MAINTENANCE - DIRECT	1-1	1	\$0.0000	\$0.00	\$0.00
151399	IMAGE MAINTENANCE - DIRECT	2+	1	\$0.0000	\$0.00	\$0.00
	Total Controlled Disbursement Services				\$0.00	\$0.00
Wire Transfer Services						
350000	CPO GP MTHLY MAINT BASIC		1	\$10.0000	\$10.00	\$39,247.30
350103	ELEC WIRE OUT-DOMESTIC		10	\$3.0000	\$30.00	\$117,741.90
350123	ELEC WIRE OUT-BOOK DB		2	\$1.0000	\$2.00	\$7,849.46
350320	BOOK CREDIT		1	\$1.0000	\$1.00	\$3,924.73
350551	ELEC WIRE BK MNT TEMP STORAGE		28	\$0.5000	\$14.00	\$54,946.22
359999	WIRE MODULE MAINTENANCE SVCS		1	\$0.0000	\$0.00	\$0.00
	Total Wire Transfer Services				\$57.00	\$223,709.61
Account Reconciliation Services						
100600	DEPOSIT RECON MAINTENANCE		1	\$20.0000	\$20.00	\$78,494.60
100610	DEPOSIT RECON PER ITEM		838	\$0.0200	\$16.76	\$65,778.47
200010	ARP FULL PPAY MAINT PAPER RPT		2	\$50.0000	\$100.00	\$392,473.00
200110	ARP FULL PPAY INPUT PER ITEM		727	\$0.0400	\$29.08	\$114,131.15
200305	CPO ARP ONLINE REPORTS		2	\$15.0000	\$30.00	\$117,741.90
	Total Account Reconciliation Services				\$195.84	\$768,619.12

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January 24, 2013

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Carson City NV**

Month of: January, 2013

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CURRENT MONTH'S MULTIPLE = 3924.73

AFP Code	SERVICE	VOLUME RANGE	NUMBER OF UNITS	UNIT PRICE	SERVICE CHARGE	Balance Required
Information Services						
151351	IMAGE RETRIEVAL BA DIRECT		46	\$0.2500	\$11.50	\$45,134.40
400052	CPO PREM PDR ACCOUNT		2	\$5.0000	\$10.00	\$39,247.30
400055	CPO PREM CDR ACCOUNT		2	\$5.0000	\$10.00	\$39,247.30
400272	CPO PREM PDR ITM STORED 2 MTH		1,953	\$0.0150	\$29.30	\$114,974.97
400275	CPO PREM CDR ITEM		997	\$0.0150	\$14.96	\$58,694.34
400299	CPO ONLINE SUBSCRIPTION		1	\$70.0000	\$70.00	\$274,731.10
400299	CPO PREM IR MAINTENANCE		1	\$10.0000	\$10.00	\$39,247.30
400340	CPO PREM PER IMAGE ACCESS		1	\$0.2500	\$0.25	\$981.18
400340	CPO PREM RESEARCH ITEM		1	\$0.0500	\$0.05	\$196.24
	Total Information Services				\$156.05	\$612,454.12
Miscellaneous Services						
150500	NONRELATIONSHIP CUST CK CASHED		4	\$0.0000	\$0.00	\$0.00
151342	CHECK COPY		4	\$1.0000	\$4.00	\$15,698.92
	Total Miscellaneous Services				\$4.00	\$15,698.92
	Grand Total				\$2,447.98	\$9,607,678.60

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