

# PENDING APPROVAL

## OKLAHOMA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST SHEET

For The 7/7/2010 Agenda  
(DATE)

DEPARTMENT: Treasurer REQUESTED BY: Christie Miller

REQUISITION NO: \_\_\_\_\_ REQUISITION SHEET ATTACHED: \_\_\_\_\_ YES X N/A

NAME OF FUNDS: \_\_\_\_\_

FUND NUMBERS: \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? \_\_\_\_\_ YES X NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BY HYPERLINKED TO THE AGENDA

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: 1

AGENDA ITEM READS AS FOLLOWS: \_\_\_\_\_

Annual Bank Fee Agreement with Bank of Oklahoma for fiscal year 2010-11.

\$ -

APPROVED BY DA  
(If Applicable)

9/29/2010

APPROVED BY Engineer  
(If Applicable)

APPROVED BY PURCHASING  
(If Applicable)

Asst. District Attorney

County Engineer

Purchasing Agent

Please initial that document has been reviewed for privacy-protected or security information.

DISTRICT ATTORNEY: \_\_\_\_\_ YES \_\_\_\_\_ N/A

COUNTY CLERK: GC YES \_\_\_\_\_ N/A

Indicate any privacy-protected information that exists \_\_\_\_\_

(NOTE; THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

Chairman

STATE OF OKLAHOMA  
OKLAHOMA COUNTY  
COMMISSIONERS  
2010 JUN 29 4:58  
COUNTY CLERK

**REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES**

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

**DATE OF REQUEST:** 6, 28, 10  
**COUNTY DEPARTMENT MAKING REQUEST:** Treasurer

**STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED:** \_\_\_\_\_

Approval as to form & legality on annual Bank Fee Agreement with Bank of Oklahoma, N.A.

**ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE.** (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Forest "Butte" Freeman  
**COUNTY OFFICER**

**DATE RECEIVED BY DISTRICT ATTORNEY:** 6/29/10

**REPLY BY DISTRICT ATTORNEY:** Reviewed

**RECEIVED**  
JUN 29 2010  
CIVIL DIVISION  
DISTRICT ATTORNEY  
Revised 2003

David W. Prater  
**C. WESLEY LANE II**  
**DISTRICT ATTORNEY**  
By: [Signature]

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## BANK FEE AGREEMENT

This agreement, entered into the 1st day of July, 2010, by and between Bank of Oklahoma, N.A., with offices located in Oklahoma City, Oklahoma, hereinafter referred to as "Bank", and the County Treasurer of Oklahoma County, Oklahoma hereinafter referred to as "Client", witnesseth:

Whereas, Client has found it necessary and desirable to retain the services of Bank of Oklahoma, N.A. The Bank is competent and qualified to perform these services during the term of the contract.

Now, therefore, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, Bank agrees to provide, and Client agrees to accept, those services which are described herein, in accordance with the terms and conditions set forth as follows:

### 1. Effective Date, Duration and Termination

This agreement shall be effective as of July 1, 2010, and will terminate June 30, 2011, unless terminated earlier by the Client by a written thirty day notice to the Bank, or until the Client has received a written thirty day notification of change, or termination by an Officer of the Bank. Bank shall be entitled to receive compensation for all services performed hereunder through the date of termination.

### 2. Client's Obligations

Client's responsibility is to compensate the Bank as set forth in item 4.

### 3. Bank's Obligations

As Client, the County Treasurer agrees that the Bank's responsibility under this agreement will be subject to the same terms and conditions as would apply in a normal banking transaction, generally attained through the standard of reasonable care. Bank shall provide, but is not limited to the following banking services in Exhibit 1 & 2. In

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addition, Bank is obligated to respond timely to audit confirmation requests made by the State Auditor & Inspector with respect to Client's accounts. In July of each year, Bank shall provide a letter to Client as to Bank's assurance over internal controls in the lockbox area.

#### 4. Bank's Compensation

All account expenses shall be reflected in monthly account analysis as set out in Exhibit 3. The monthly account analysis will provide itemized detail of all charges and average ledger balance information. Any interest earnings and bank charges for any given month will be accounted for as outlined in Exhibit 3. All fees will be approved in accordance with Exhibits 1 & 2. Any adjustment will be made in the following month's charges.

#### 5. Lockbox Procedures

Bank will pick up mail from the following post office box:

P.O. Box 268875

at the Oklahoma City Main Post Office at multiple advantageous times throughout the night and morning hours.

All processed items picked up by Bank by 7:30 a.m. each weekday, except Bank Holidays, will be deposited the same day. Bank will image capture both front and back of all processed items prepared for deposit. A CD-ROM prepared by bank will be available for pickup, at a mutually agreed upon time, by Client weekly during Client's peak processing period(s) and monthly during Client's off-peak processing period, except for Bank or Client holidays. In the event Bank fails to make the CD-ROM available to Client at the time required, Bank will notify Client and will deliver the CD-ROM at the earliest possible time.

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Client will have unlimited access to Image Archive via Internet access. Bank will maintain 90 days of images via online access and near line access for images up to one year.

In order to maximize funds availability, the Bank must make a daily deposit. At the Bank's discretion and depending on volume the Bank may make additional deposits in any given day.

Processed items will include the following:

- A. Like payments (check amount and bill stub amount match)
- B. Cash payments (cash amount and bill stub amount match)
- C. Multiple stubs or multiple checks and cash that are in balance
- D. Payments less than stub amount (no greater than \$5.00 less)
- E. Payments over the stub amount (no greater than \$5.00 more)
- F. Stubs with notes written on them (batched separately)
- G. Multiple checks that do not balance with the stub (no greater or lesser than \$5.00 difference from the amount due on the stub)

All other items, including checks without a bill stub or an account number written on the check, multiple stubs that do not balance with the check, and under/over payments that differ greater than \$5.00 more or less than the stated amount due on the stub will not be processed. Client may utilize the interactive lockbox to process check only payments (when account number is present).

Bank will optically scan bill stubs for all processed items, reenter all such bill stubs that are rejected, and balance all such stubs with the processed items. Checks will be processed for the amount written in numeric format. It is mutually agreed that Bank will use its best efforts to process rejected (non-scannable) items in a timely manner. Client acknowledges that excessive rejects will affect the timeliness of Bank's processing and

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may therefore adversely affect the timing of data transmissions. Further, Client acknowledges that rejects in excess of 1% per day will be charged at \$.25 per rejected item.

Retention: Empty envelopes will be picked up by Client daily.

Test Runs: Approximately two weeks before actual lockbox processing the Client will provide materials (i.e. stubs) to be tested.

## 6. NetConnect

NetConnect consists of web-based access to information and transaction initiation services. In accessing NetConnect, Client agrees to use the procedures prescribed by Bank. Bank is hereby authorized to accept as authentic and act upon any message transmitted to and received by Bank from Client, when such message is transmitted to and received by Bank in accordance with the NetConnect procedures, including passwords, and other means of access, and keeping them under strict security.

## 7. Governing Law

This agreement shall be construed in accordance with and governed by the laws of the State of Oklahoma.

## 8. Causes Beyond Control

Neither party shall be responsible for delays or failure in providing services or payment resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, riots, lockouts, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters.

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9. All Amendments in Writing

No amendment to the agreement shall be effective unless in writing, approved and signed by duly authorized representatives of both parties.

10. Entire Agreement

CLIENT AND BANK REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

DATED this 25<sup>th</sup> day of May, 2010

OKLAHOMA COUNTY TREASURER

Forrest "Butch" Freeman

FORREST "BUTCH" FREEMAN

ACCEPTED this 28<sup>th</sup> day of June, 2010

BANK OF OKLAHOMA, N.A.

BY: Carolyn Chan

TITLE: Vice President

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APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010

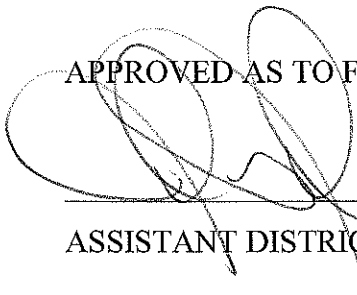
BOARD OF COMMISSIONERS  
OF OKLAHOMA COUNTY, OKLAHOMA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CAROLYNN CAUDILL, COUNTY CLERK

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
ASSISTANT DISTRICT ATTORNEY

6/29/2010  
DATE

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## EXHIBIT 1

<u>SERVICE DESCRIPTION</u>	<u>FEE</u>
Account Maintenance	\$ 15.00
Deposits / Credits Posted / Electronic Credits	\$ .30
Checks / Debits Posted / Electronic Debits	\$ .18
<u>Checks Deposited:</u>	
On-Ups	\$ .025
Local Clearinghouse	\$ .03
In State Select, In State RCPC, Other In State, In State Direct	\$ .05
Out of State	\$ .08
Out of State Accelerated	\$ .08
Rejects	\$ .30
Encoding	\$ .030
Warrants	\$ .50
Checks USD drawn on Canada	\$ 5.00
Deposit Correction – mailed advice	\$ 5.00
Deposit Correction – telephone advice	\$ 4.00
Bank Confirmation (each)	\$ 20.00
Daily Statement (per month, per account)	\$ 60.00
Reclears	\$ 3.00
Deposited Items Returned	\$ 3.00
Return Item Special Instruction (per month)	\$ 5.00
Incoming Wire (with notification add \$2.00)	\$ 7.00
Telephone Transfers	\$ 5.00
Fine Sort Reconciliation (per item, \$40.00 monthly minimum)	\$ .04
Bank Research (non-bank error) (per hour)	\$ 25.00
Paid Check/Research Photocopy (each)	\$ 3.50
ACH Data Transmission	\$ 5.00
ACH Credit (per item)	\$ .10
ACH Debit (per item)	\$ .10
ACH Return Items	\$ 3.00
Overdraft Fee (per item)	\$ 26.00
Overdraft Interest – based on Chase Prime Rate	
Negative Collected Balance – based on Chase Prime Rate	

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## EXHIBIT 1 cont.

<u>SERVICE DESCRIPTION</u>	<u>FEE</u>
<u>Lockbox:</u>	
Processing with Imaging (per item)	\$ .0875
Processing Rejects (in excess of 1% per day)	\$ .25
Exception Processing (per item)	\$ .25
Retail Image Remote Exception Processing	\$ .0875
CD-ROM (per CD-ROM)	\$ 15.00
NT Server Software Licensing Fee (per copy)	\$200.00
Lockbox Transmission	\$ 5.00
<u>NetConnect:</u>	
Previous Day Account 1	\$ 70.00
Previous Day Account 2	\$ 40.00
Previous Day Each Additional Account	\$ 25.00
Balance Reporting Detail (per item)	\$ .03
Wire (repetitive and non-repetitive)	\$ 7.50
Stop Payment (6 months)	\$ 18.50
<u>Check Imaging:</u>	
Per CD-ROM (monthly)	\$ 15.00
Imaging (per item)	\$ .035
Repo Maintenance Fee (per account)	\$ 6.00
Safekeeping Fees - See Exhibit 2	

## EXHIBIT 3

ACCOUNT NAME	ACCOUNT NUMBER	LEAD ACCT. TO ...	INTEREST EARNINGS	BANK CHARGES
General Fund	814054944	EFTPS	Sweep - interest credited on the last day of the month	Analysis - fees drafted in following month
EFTPS	814054966		Interest bearing - earnings roll up to General, net against fees on analysis	Analysis - fees roll up to General Fund
Court Fund	814038994		Sweep - interest credited on the last day of the month	Analysis - fees drafted in following month
Court Clerk Revolving	814172435		Sweep - interest credited on the last day of the month	Analysis - fees drafted in following month
Retirement System	814054955		Sweep - interest credited on the last day of the month	Analysis - fees drafted in following month
Bethany School	814057045		Sweep - interest credited on the last day of the month	Analysis - fees drafted in following month
Millwood School	814057034		Sweep - interest credited on the last day of the month	Analysis - fees drafted in following month
Tinker Clearing 2002	814128512		Sweep - interest credited on the last day of the month	Analysis - fees drafted in following month
ACH Settlement Account	814073490		N/A	N/A
Lockbox Over & Short Acct.	814055769		N/A	N/A
County Bonds 2008	806685516		Sweep - interest credited on the last day of the month	Analysis - fees drafted in following month