EXHIBIT A

AGREEMENT
FOR BANKING AND DEPOSITORY SERVICES

THIS AGREEMENT, by and between the **CITY OF JOPLIN**, Missouri, whose address is 602 South Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Commerce Bank, whose address is 1820 East 20th Street, Joplin, Missouri 64804, hereinafter referred to as the "Bank" is for professional banking services.

WHEREAS, the City desires to retain a Federally Insured Banking Association to provide general depository services.

WHEREAS, Requests for Proposals were issued; and

WHEREAS, the Bank has submitted a proposal and has been selected to provide the depository services.

NOW THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Bank agrees to perform all services in a professional and responsible manner and in accordance with this Agreement, the City's Request for Proposals incorporated herein by reference and attached hereto as Attachment "A", the Bank's Proposal dated March 3, 2021, incorporated herein by reference and attached hereto as Attachment "B". If the provisions of any Agreement document conflict with the provisions of any other Agreement document, either specifically or as to intent, the provision which allows the strictest construction shall control.

ARTICLE II - SCOPE OF SERVICES

I. Demand Deposit Checking Accounts

A). GENERAL ACCOUNT - The Bank Depository will provide a single bank account to handle the City's daily banking operations. Funds will be deposited into this account on a regular basis both by City personnel and by incoming wire transfers. Disbursements from this account will be accomplished by check drafts issued by the City as well as outgoing wire transfers initiated by authorized City personnel and transfers made to the City's imprest payroll account and imprest accounts payable account.

B). RATE OF INTEREST - The Bank Depository will grant an Earnings Credit Rate (ECR) of .30% to offset monthly depository service charges using available collected balances. The Bank Depository will further offer an automated repo sweep rate equal to 50% of the Federal Funds Interest on Excess Reserves (IOER) plus .01%. Such rates shall be in accordance with Bank's Response (Attachments "B" and "C").

C). IMPREST PAYROLL ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all City payroll disbursements to employees and remittances of payroll withholdings and deductions to the appropriate agencies. Sufficient amounts to cover checks or Automatic Clearing House (ACH) transactions presented for payment against the Payroll Account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

D). IMPREST ACCOUNTS PAYABLE ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all accounts payable disbursements to vendors. Sufficient amounts to cover checks presented for payment against the accounts payable account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

E). SUBSIDIARY ACCOUNTS - The Bank Depository will provide to the City the following additional demand deposit accounts required to be maintained separately from the City's general funds:

City of Joplin Health Insurance Account
City of Joplin Flexible Spending Account
Joplin Municipal Division Account
City of Joplin Drug Forfeiture Account
City of Joplin TIF EATS Account
City of Joplin TIF PILOTS Account

The Depository will also provide additional demand deposit accounts to the City as needed. All conditions and requirements applicable to existing subsidiary accounts will be applicable to any new accounts established during the term of the agreement. 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 for through collected balance or fee payment through the primary demand deposit checking account. No accounts may be opened in the name of the City without the authorization of the Director of Finance or the City Manager.

The rate of interest to be paid on ledger balances in these accounts will be the same as is paid on balances in the City's General Account.

F). AVAILABILITY OF FUNDS - The Bank Depository will agree to provide the City with same day credit for all cash deposits and for incoming wire transfers, provided these transactions are completed prior to 2:00 p.m. on any given regular business day.

Deposits of all cash equivalent items (U.S. Treasury checks, state warrants and money orders) as well as check drafts will be available for use by the City according to the Schedule of Availability submitted by the Depository with its proposal.

G). BANK STATEMENTS AND ACCOUNT RECONCILIATION - The Bank Depository will provide monthly bank statements as well as full and complete account reconciliation services for all accounts under the City's control according to the minimum standards set forth as follows:

* Bank statements on all accounts will be furnished to the City within ten (10) business days after the last working day of the calendar month.

* Bank statements will be issued on a calendar month basis covering a period from the first day of the month through the last day of the month.

* Supporting documentation such as deposit tickets; debit memos; and credit memos will be returned along with the respective bank statement. Cancelled checks will be available electronically.

* All bank statements and other correspondence relating to depository transactions or other banking services should be delivered to the Director of Finance or his designee.

H). COLLATERAL SECURITY - The Bank Depository will provide, at all times, pledged collateral in the amount of at least 106% for all City funds on deposit in excess of applicable FDIC insurance. All pledged collateral must be held in a third-party joint custody account in the name of the City and the Depository and must be held in instruments that are in strict compliance with Section 2-228, Authorized and Suitable Investments of the Joplin City Code. Collateral shall be released and/or substituted only upon the joint written authorization of the City and the Depository. The Depository agrees to provide the City with monthly statements of pledged collateral held in safekeeping that will include par value, coupon interest rate, current market value, maturity date, Cusip number and a description of the collateral. The Depository will be required to sign and abide by the terms of a separate Depository Security Agreement, being Attachment "D" attached hereto.

II. Other Banking Services

A). DEPOSIT SLIPS - The Bank Depository will provide the City with pre-printed deposit slips at no charge.

B). WIRE TRANSFERS - The Bank Depository will permit and facilitate direct wire transfers into and out of City accounts from and to various Federal and State agencies as well as from and to other businesses and organizations. Prompt completion and notification of wire transfers is expected.

C). SERVICE CHARGES - The Bank Depository will assess fees against City Accounts as identified on Attachment "C".

D). SAFETY DEPOSIT BOX - The Bank Depository will provide the City, at no cost, with a safety deposit box at a Joplin branch location (minimum dimensions 8 1/2" X 11").

E). LOCKING BANK DEPOSIT BAGS - The Bank Depository will furnish and replace, free of charge, locking and non-locking bank deposit bags as needed.

F). DIRECT DEPOSIT SERVICES - The Bank Depository must be able to provide direct deposit of employee payroll earnings using the Automated Clearing House system, with the information provided by the City to the Depository through either magnetic tape, floppy diskette, internet or internal modem transfer. The City maintains a bi-weekly payroll schedule with payday on every other Friday. Information will be transmitted to the Depository on the Wednesday preceding the Friday pay date. Employee earnings must be credited to their designated account(s) and available for their use by 8:00 a.m. on the appropriate Friday pay date. While the City does not require 100% participation in the direct deposit program, those employees choosing this method of payment must be allowed to make deposits into multiple accounts of their choice and be able to change the deposit location as frequently as City policy allows. (Note the City recognizes the normal schedule referenced above may have to be altered slightly due to holidays.)

G). NIGHT DEPOSITORY SERVICES - The Bank Depository will make available night depository services for evening and weekend events involving the collection of City funds, the location of which will be established by mutual agreement between the City and the Depository.

H). INSUFFICIENT FUNDS/RETURNED ITEMS - The Bank Depository will automatically redeposit any returned check into the City's General Account for which notification is not required. Items returned a second time as insufficient drafts will be

debited against the City's General Account and promptly returned to the City for further collection action.

I). INVESTMENT SERVICES - The Bank Depository will provide the City assistance in the purchase or sale of U.S. Government securities. The Bank Depository will also provide, upon request, information pertaining to interest rates and general market conditions to assist the City in their investment program. These services are requested as operational assistance and not to be held as investment advisory assistance.

J). BANK LIAISON - The Bank Depository will provide an officer of the institution to serve, without compensation, as a liaison to the City in regards to the depository and other financial services offered by the Depository. This officer will also be available for consultation with City personnel and outside auditors when needed in matters involving the depository agreement and the services provided.

K). BANK CARD SERVICES - The Bank Depository will assist the City with the processing of credit card transactions and debit card transactions in various locations throughout the City. The City will pay all reasonable charges for installation, maintenance and consulting. A separate merchant number should identify each location.

ARTICLE III - AGREEMENT TIME

Performance hereunder will commence at 12:01 A.M. on July 1, 2021, and continue to and until 12:00 P.M., on June 30, 2025.

This Agreement may, at the option of the City, be extended for an additional term of one (1) year, upon the same terms and conditions. If City desires to extend this Agreement, it shall provide at least sixty (60) days' written notice.

City shall have the right to terminate this Agreement upon seven (7) days' prior written notice by Certified mail, return receipt requested, to the address mentioned above for breach of any of the terms and conditions of this Agreement. Upon termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

ARTICLE IV - GENERAL CONDITIONS

1. The Bank shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Bank shall prosecute the work in a diligent manner.

3. This Agreement shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bank, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bank, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Bank shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

ARTICLE V - RESPONSIBILITIES

The Bank shall:

a) Maintain its corporate office, or a full-service branch within the City limits of Joplin, Missouri;

b) Maintain its charter issued by the Federal Government and/or the State of Missouri;

c) Maintain Federal Deposit insurance;

d) Maintain a loan to deposit ratio of at least sixty percent (60%) in the Joplin Metropolitan Area; comply with the Federal Community Reinvestment Act; and support economic development activities and civic causes which demonstrate a commitment to the Joplin community, such as participation in Chamber of Commerce, Joplin Industrial Development Corporation and Joplin Industrial Development Authority and other City or Chamber sponsored economic development activities.

The City shall:

a) Cooperate with Bank's reasonable requests for assistance, and make available, a designated liaison to Bank; i.e., the Director of Finance or his designee.

b) Consider suggestions from Bank to streamline or improve procedures.

ARTICLE VI - ADOPTION OF REQUEST FOR PROPOSAL AND PROPOSAL AND ADDENDUM

The City and Bank acknowledge and agree that this Agreement is awarded based upon information submitted in Bank's Proposal and Addendum prepared in response to City's Request for Proposal. All services performed shall be in accordance with the Agreement documents as defined in Articles I and II above.

ARTICLE VII - INDEMNIFICATION

The Bank covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, and to indemnify the City for any loss or damage, arising out of Bank's negligence in the performance of services under this Agreement.

ARTICLE VIII - STATUS OF THE BANK

The Bank shall be and shall remain an independent Contractor with respect to all services performed hereunder and agrees to and does accept full and exclusive responsibility for the provision of the services in accordance with this Agreement.

ARTICLE IX - AGREEMENT

This Agreement and the attached Agreement Documents contain the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers in three (3) counterparts, each of which shall be deemed an original on this _____ day of _____, 2021.

FOR THE BANK	FOR THE CITY
BY: _____	BY: _____
TITLE: _____	Nicholas Edwards, City Manager

ATTEST:

BY: _____
Secretary

ATTEST:

BY: _____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

BY: _____
Peter C. Edwards, City Attorney