

Banking Services Agreement

City of West Allis

&

Tri City National Bank

Contract for Banking Services

This is an agreement for professional banking services to be provided to the City of West Allis, a Wisconsin municipal corporation (hereinafter "CITY"), by Tri City National Bank (hereinafter "PROVIDER")

I. SCOPE OF SERVICES

The services to be performed by the PROVIDER on behalf of the CITY's, attached Request for Proposal #885 hereto as Exhibit B, including the time of performance are described in PROVIDER's Cost Proposal Exhibit A, submitted March 31, 2005 and revised on May 5, 2005.

II. COMPENSATION AND PAYMENT

The CITY agrees to pay PROVIDER according to the rates and fees listed in Exhibits A and Supplemental Services.

The estimated annual volume, activity levels, average daily collected balance, and assumed interest rate included in the Proposal are based on historical information and included for illustrative purposes only. The total annual charges and interest will vary based on actual volume and interest rates.

PROVIDER guarantees the unit prices in the Proposal for the initial term of this Contract. Service fee, unit prices and interest rates may be renegotiated after the initial term.

The CITY shall pay the PROVIDER the fees due under this Contract on a direct fee basis by debits to the general account. The PROVIDER will provide the CITY with a monthly invoice within 10 business days following each month end. The invoice will include the analysis statements described in section III Compensation /A. Billing. There will be no charges to the CITY other than as specifically set forth in this Contract unless the CITY changes the scope of services that it required.

III. ADMINISTRATION AND NOTICE

The Manager of Purchasing will administer this agreement on behalf of the CITY. All written notices shall be sent to the attention of the Manager of Finance at City Hall.

This agreement will be administered on behalf of the PROVIDER by the Senior Vice President-Marketing. All notices shall be directed to the attention of the PROVIDER.

IV. INSURANCE

PROVIDER shall maintain throughout the term of this agreement insurance as specified below. Before commencing any work under this agreement, PROVIDER shall furnish the CITY a certificate of insurance in a form acceptable to the City Attorney. The CITY shall be named as an additional insured, except as to the PROVIDER's professional errors and omissions policy.

General Liability	\$1,000,000 / \$1,000,000
Automobile	\$1,000,000 / \$1,000,000
Workers Comp	\$1,000,000 / \$1,000,000 / \$1,000,000
Excess Liability	\$1,000,000
Errors & Omission	\$1,000,000 / \$1,000,000

V. TERM AND TERMINATION

The initial term of the Contract shall commence on July 1, 2005 and end June 30, 2008. This Contract may be renewed by the CITY for an additional two year, under the same terms and conditions.

The CITY reserves the right to cancel this Contract at any time upon 90 days prior written notice to PROVIDER of its intent to terminate. PROVIDER reserves the right to cancel this Contract at any time upon 180 days prior written notice to CITY of its intent to terminate.

VI. STANDARD OF CARE

PROVIDER will follow generally accepted industry practices, professional standards and guidelines in the performance of its obligations under this agreement.

VII. INDemnIFICATION AND HOLD HARMLESS

PROVIDER agrees to indemnify and hold harmless the CITY, its officers, agents and employees against any and all actions, damages, judgments, costs, or fee of any kind whatsoever arising out of any act, error, or omission of the PROVIDER, its agents, or employees under this agreement. The indemnification required herein shall not be limited by reason of the specification of any particular insurance coverage that results from this agreement.

VIII. INDEPENDENT CONTRACTOR

It is agreed that PROVIDER at all times shall be considered an independent contractor in the performance of its duties under this agreement and its employees and agents shall not be considered employees of the CITY for any purpose whatsoever.

IX. LICENSES AND PERMITS

PROVIDER shall be responsible for obtaining any licenses or permits required to perform its obligations under this agreement.

X. RECORDS

PROVIDER shall keep all of its records arising out of this agreement for a period of seven (7) years after receipt of the final payment under this agreement. PROVIDER understands that such records may be subject to the provisions of Wisconsin law relating to public records.

XI. ASSIGNMENT AND SUBCONTRACTING

Subcontracting or assignment by PROVIDER of any portion of the services described in this agreement without the express written approval of the Purchasing Manager is prohibited.

XII. CONFIDENTIALITY

All of the reports, information, data, diagrams, plans, etc., prepared or assembled by the PROVIDER under this agreement are the property of the CITY and are confidential. The PROVIDER agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY, unless such disclosure is required by law.

XIII. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Wisconsin and the rules and regulations of the CITY.

XIV. SOLE AGREEMENT

This document and the attachment thereto contain the entire agreement between the parties. It may not be modified except by a written agreement signed by the duly authorized agents of the CITY and the PROVIDER. In the event of a conflict between this agreement and any exhibit, the terms of this document shall control.

IN WITNESS HERETO, THE DULY AUTHORIZED AGENTS OF THE
PARTIES AFFIX THEIR SIGNATURES.

PROVIDER:

By: Daniel Schifano

Title: Senior Vice President

Date: JUNE 13, 2005

CITY

By: Ben Barth

Title: Mgr of Fund

Date: 6/13/05