

TREASURY MANAGEMENT SERVICES AGREEMENT

This Treasury Management Services Agreement (this "Agreement") is applicable to the treasury management services set forth in the Agreement that First National Bank of Kansas (the "Bank") agrees to provide to the City of Overland Park, Kansas (the "City").

I. Certification by Bank

Before accepting funds or engaging in transactions for the City, an official of the Bank shall submit written certification to the City that:

- A. Bank agrees to review the City investment policy and agrees to disclose potential conflicts or risks to the City's funds that might arise out of business transactions between the Bank and the City.
- B. Bank agrees to undertake reasonable efforts to preclude imprudent transactions involving City funds.
- C. Bank agrees to notify the City in advance of a change in senior relationship managers.
- D. Bank agrees to notify the City of any new or modified services offered by the Bank that would be beneficial to the City.
- E. Bank agrees to provide the City with annual financial statements.
- F. Bank agrees to certify to the City it is an institution eligible to be a depository of public funds under Kansas Statutes and will pledge required types and amounts of collateral as security for funds deposited hereunder, as required by law.

II. Responsibilities and Obligations of Bank

The Bank shall furnish and perform the various professional duties and services required herein and the Bank's responsibilities shall include all of the requirements set forth in the City's Request for Proposal (dated May 15, 2002) and this Agreement including any and all attachments thereto or hereto.

III. Responsibilities and Obligations of City

The City shall designate a person to coordinate all contract activities with the Bank and act as the City's representative. The designated person or alternate shall be available at all times reasonably necessary to make decisions on behalf of the City. The designated person shall work and coordinate activities with the Bank; however, the designated person shall not be under the direction or control of the Bank and shall at no time be considered an employee or agent of the Bank.

IV. Term

Unless otherwise terminated as provided herein, this Agreement shall remain in effect through December 31, 2006. The City shall have the right to renew this Agreement for an additional one (1) year period by giving written notice to the Bank within sixty (60) days prior to December 31, 2006.

V. Establishment of Accounts

The following accounts will be established for the City:

1. Operating Account
2. Operating Sweep Account
3. Escrow Account
4. Escrow Sweep Account
5. Overland Park Convention Center Account
6. Overland Park Convention Center Event Account
7. Consolidated Depository Account for up to 13 Satellite Locations

VI. List and Scope of Services

Within the Operating Account and the Escrow Account, the following services will be provided:

A. FirstBusiness Sweep.

Initially, the City's operating and escrow accounts will utilize the Bank's FirstBusiness Sweep product, which permits excess collected funds in the City's FirstBusiness Sweep Accounts to be automatically withdrawn and invested in the FirstBusiness Money Market Account, as directed by the City. The City is not required to maintain a minimum balance in either account. Bank will automatically withdraw the amounts in the accounts and invest it in the FirstBusiness Money Market Account. At the end of each business day, if cash is needed to cover outstanding and unpaid checks or other items drawn on the City's FirstBusiness Sweep Accounts or to cover fees or expenses charged to the City's FirstBusiness Sweep Accounts, the Bank will act as the City's agent to physically conduct an in-person withdrawal of funds from the FirstBusiness Money Market Account and deposit such funds to the City's FirstBusiness Sweep Accounts. The City hereby authorizes the Bank to physically and in-person conduct a transfer from the City's FirstBusiness Money Market Account to the City's FirstBusiness Sweep Accounts if cash is needed in the FirstBusiness Sweep Accounts to cover checks or other items drawn on such account and to cover fees and expenses charged to such account. The City must keep a sufficient balance in the City's FirstBusiness Sweep Accounts to cover checks and other items drawn on such account. The Bank may withhold from payment any check or other item until such funds sufficient to cover such outstanding checks and items have been credited to such account.

The Overland Park Convention Center Account and the Overland Park Convention Center Event Account (collectively, the "OP Convention Center Accounts") will be invested in interest bearing accounts and will not utilize the FirstBusiness Sweep product. The City, in the future, may designate any of its accounts to utilize the FirstBusiness Sweep product, by so notifying the Bank.

B. Account to Account Transfers (FirstBusiness Connect).

The Bank's First Accessline product allows the City to make transfers among the City's designated accounts with the Bank. The City acknowledges that the Bank has established funds transfer business days and cut-off times and that such days and times may be periodically changed by the Bank without prior written notice. If the City's accounts require two or more signatures, the City understands that transfers initiated through First Accessline will be an exception to this rule. Except as otherwise provided herein, the City is responsible for the accuracy and adequacy of the input data the City provides to the Bank and for the results of the City's use of the services.

C. Account Reconciliation.

The Bank's account reconciliation services permit the City to reconcile the activity in the City's accounts. The City's use of the Bank's account reconciliation services does not affect any of the City's responsibilities to discover and report unauthorized signatures, endorsements or alterations of items, unauthorized transfers, and other discrepancies. The City's use of the Bank's account reconciliation services (or the Bank's receipt of information associated with these services) does not increase the Bank's duty with respect to the City's account or the payment of items. Except as otherwise provided herein, the City is responsible for the accuracy and adequacy of the input data the City provides to the Bank and for the results of the City's use of the services.

D. Automated Clearing House (ACH).

1. Services

The Bank's ACH services allow the City to transfer funds to and from accounts by using the ACH system (including, but not limited to, employee payroll services, consumer credit and debit services, electronic tax payment services, electronic check representation services, electronic data exchange services and corporate credit and debit services). The Bank agrees to provide the Bank's standard ACH services to the City, which will consist of creating ACH files based on information the City provides, sending and/or receiving the City's ACH transactions and providing the Bank's standard reports. Transactions may take either or both of the following forms, as indicated: (i) The Bank is authorized to debit and/or credit the City's ACH Account(s); and (ii) the Bank is authorized to draw down to a target balance, on a daily basis, the City's balance in accounts at other financial institutions as designated to the Bank from time to time. Any such designations shall remain in effect until revoked in writing by the City.

2. Debits and Credits

The City agrees to maintain sufficient balances in available funds in the ACH Account to cover all transactions the City submits to the Bank. If the ACH Account does not have sufficient balances, the Bank may, at the Bank's option, either debit any other account of

the City's with the Bank to provide such balances or decline to forward such transactions. Funds will be made available in accordance with the Funds Availability Policy for Cash Management Customers.

3. Security Procedure

ACH transfers will be issued in response to the input media and/or transmissions that the Bank receives and will be considered authentic if: (i) accompanied by the City's identification number ("ID"); or (ii) in the case of repetitive or contingency transfers initiated by telephone, if accompanied by the appropriate personal identification number ("PIN") for the caller; or (iii) in the case of transfers initiated by personal computer, if accompanied by the appropriate ID or password. The Bank may change the City's ID, PINs and/or passwords from time to time. The Bank may record any telephonic transfer directions. The City is solely responsible for the security of the City's ID, PINs and passwords and shall take all necessary steps to prevent the unauthorized use or disclosure thereof. The City agrees to notify the Bank immediately if the security of the City's ID, PINs or passwords is breached. This security procedure is intended to verify the authenticity of transfer directions, not errors in transmission or content. Alternative security procedures are available on request.

4. Notices with Respect to Credit Transactions

(i) Credit given by the Bank to the City with respect to an ACH credit entry is provisional until the Bank receives final settlement for such entry through a Federal Reserve Bank. If the Bank does not receive such final settlement, the City is hereby notified and agrees that the Bank is entitled to a refund of the amount credited to the City in connection with such entry, and the party making payment to the City via such entry (i.e., the originator of the entry) shall not be deemed to have paid the City in the amount of such entry. (ii) Under the NACHA Rules, the Bank is not required to give next day notice to the City of receipt of an ACH item and the Bank will not do so. However, the Bank will continue to notify the City of the receipt of payments in the periodic statements the Bank provides to the City. (iii) The Bank may accept on the City's behalf payments to the City's account which have been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act and the City's rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Kansas.

5. NACHA Rules/Regulation E

The City agrees to comply with all rules and operating guidelines of the National Automated Clearing House Association ("NACHA") and the Mid-America Payment Exchange (collectively, the "NACHA Rules"). The City further agrees to comply with the Electronic Funds Transfer Act, Federal Reserve Regulation E and similar state laws and regulations, as applicable. The City understands that the City will be considered the originator of transactions and that the Bank will be considered the originating depository financial institution of transactions.

6. ACH Contingency Services

The Bank agrees to provide the Bank's standard ACH contingency services to the City, which will consist of assisting the City in reconstructing ACH input information and initiating ACH transactions based on such information and the City's telephonic authorizations. Such contingency services are intended to provide the City with an alternate means of initiating ACH transactions that the City is otherwise temporarily unable to initiate via the City's normal PC link with the Bank. In order to activate these contingency services, the City should call the Bank as soon as possible following the occurrence that triggers the City's need for the services (e.g., after the City discovers that the City's applicable diskette has been damaged). After receipt of the City's call, the Bank will use the Bank's best efforts to reconstruct applicable routing and account number information for the City's transfers based on the Bank's microfiche records of the last transfer instructions the Bank received from the City. The City will then need to verify such information and supply the appropriate dollar amount of each transfer. All such telephonic transfer instructions must be provided by an authorized signer on the account. The City understands that next-day availability of debit transactions is contingent upon: (i) the Bank's receipt of all required information before 3:00 PM on the preceding banking day; and (ii) the number of transactions being initiated not exceeding 25.

E. CD ROM Imaging.

The Bank's CD ROM imaging services allow the City access to digital images of checks and items paid with respect to the City's accounts. Such images may be made available to the City by online transmission or by CD ROM containing images the City may access using certain software. Images will be made available to the City at such times as the City requests and to which the Bank agrees. If an image is missing or is illegible, the Bank will provide the City with a microfilm copy upon the City's request. The Bank will not be liable for failure to provide copies by a given time or for failure to provide copies the Bank is not reasonably able to provide. The Bank warrants for a period of 60 days after the CD ROM creation date appearing on the CD ROM that such CD ROM itself will be free of defects in material and workmanship. If the Bank provides the City a CD ROM, which contains a media defect or is unreadable in its entirety, the City must notify the Bank within the 60-day period.

F. Electronic Banking.

The Bank's electronic banking services make certain account, transaction and related information available to help the City control and manage the City's accounts, including without limitation, the OP Convention Center Accounts. This may include information generated from other services the City uses. Detailed information regarding the electronic banking services platform is available in the applicable user documentation and setup information. The City is responsible for the administration of the electronic banking platform, including assigning authorized users access to accounts and services and assigning user IDs. When the City delegates authority for the electronic banking platform the City is solely responsible for that access, including users of Information Reporting Services, Stop Payment Services, ACH Services, Account Transfer Services, Image Services, ARP Services, Funds Transfer Services and possibly future Improvements or Enhancements. The users to whom the City grants access and the services to which the

City grants access may contradict signature cards and other agreements the City has in place with the Bank. As the Bank has no access to the City's electronic banking platform administration, the Bank assumes no liability for information reported or transactions initiated through the electronic banking platform if valid IDs and passwords and PINS for wires are provided.

G. Funds Transfer (Wire Transfer).

1. Services

The Bank's wire transfer services allow the City to give the Bank instructions to transfer funds (including amendments and cancellations thereof) ("Payment Orders") from the City's accounts, including without limitation, the OP Convention Center Accounts. The Bank is authorized to honor, execute and charge the City's account(s) without restriction or limitation other than as set forth on the City's setup documentation.

2. Security Procedure

The security procedure described on the setup documentation will be used to verify the authenticity of Payment Orders received by the Bank. The security procedures for telephone funds transfers include the use of PINS with Independent Callbacks, PINS with Callbacks to any Verifier, or No Callbacks. If the City selects PINS with Independent Callbacks, the Bank will confirm each Payment Order by telephone call to an Authorized Representative designated to verify Payment Orders and is someone other than the Authorized Representative issuing such order. If the City selects PINS with Callbacks to any Verifier, the Bank will confirm all Payment Orders by telephone call to any authorized Representative designated to verify Payment Orders. If the City selects No Callbacks, the Bank will not confirm any Payment Orders. Multiple Payment Orders are not aggregated for purposes of applying any dollar limit on an Authorized Representative's authority. The Bank may record any telephone request for a Payment Order and may record any call-back.

The security procedures for electronic banking funds transfers include the use of PINS in conjunction with the electronic banking platform access the City has designated and the corresponding IDs or Passwords. The City understands and acknowledges that authenticity of payment orders via the electronic banking platform are verified on an automated basis using the PIN and that there are no Callback security procedures for funds transfers initiated via the electronic banking platform. The Bank will verify a user's ID, Password or PIN, and the City has sole responsibility for the administration of the electronic banking platform, including assigning authorized users access to accounts and services. The City acknowledges that the City has been given a choice of security procedures, that the City has had an opportunity to propose the City's own unique security procedure and that the City has freely selected the procedure indicated. The security procedure is intended to verify that an order received by the Bank has been authorized by the City and is not intended to detect errors in the transmission or content of Payment Orders. Any order issued in the City's name and accepted by the Bank in compliance with the security procedure shall be effective as the City's order and the City agrees to be bound by the same, whether or not authorized.

Payment Orders shall be subject to the restrictions set forth on the setup documentation. The City may change such restrictions or give the Bank other instructions from time to time, provided that: (i) the Bank receives such changes or instructions in writing; and (ii) an authorized officer from the Bank returns to the City a written acceptance of such changes or instructions. Changes or instructions not satisfying the foregoing conditions shall not be effective or binding on the Bank. In any event, the Bank shall have a reasonable opportunity to review and implement (or give the City notice of rejection of) any such changes or instructions.

3. Acceptance and Rejection of Payment Orders

The Bank may give the City written notice of each Payment Order accepted and executed hereunder. Written notices must be requested and a fee may be assessed. The City agrees to review such notices within a reasonable time after receipt (which the City agrees will normally be by the close of business on the day of receipt and never longer than five (5) business days after receipt) and to give the Bank immediate telephonic notice, thereafter confirmed in writing, of any unauthorized, erroneous or improperly executed Payment Order. The Bank reserves the right to reject any Payment Order submitted and agrees to give the City prompt telephonic notice of any such rejection; provided that the City has complied with applicable standard procedures referenced in the submission of such Payment Order. Without limiting the generality of the foregoing, the Bank may reject any Payment Order if it will create an overdraft. If the Bank, nonetheless, honors such Payment Order, the City shall immediately reimburse the Bank for the amount of the overdraft.

4. Misdescription of Parties

The City acknowledges that payment of any Payment Order may be made on the basis of, and any bank executing the Payment Order may rely upon: (i) the number in the order identifying the beneficiary, even if it identifies a party different from the party named as beneficiary; and (ii) the name or number of the beneficiary's bank or any intermediary bank named in the Payment Order, even if the name and number identify different parties. In either case, no bank shall be required to determine whether the name and number identify the same person.

5. Execution of Payment Orders

In executing Payment Orders, the Bank may use whatever means the Bank deems reasonable in the circumstances, including, but not limited to, selection of a funds transfer system, routing and means of transmission. The Bank's acting to the City's Payment Order will be subject to the applicable processing deadline and business day schedule. The Bank may treat requests the Bank receives after a deadline as if the Bank received them on the next business day. If the Bank read back any Payment Order to the City, the terms that are read back shall be deemed the controlling terms of the Payment Order unless corrected by the City at that time.

6. The Bank's Procedures and Funds Transfer Days

The City acknowledges that the Bank has established Funds Transfer Business Days and cut-off times and that such days and times may be periodically changed by the Bank without prior written notice. The City further acknowledges that the Bank has established and may, from time to time, amend the Bank's standard operating procedures pertaining to submissions of Payment Orders. The City agrees to comply with such procedures as in effect and disseminated to the City from time to time.

7. Interest

In the event that the Bank is required by applicable law to pay interest with respect to any Payment Order issued to us, the amount of interest shall be calculated for each day that interest is due by using the Bank's Federal Funds rate for such day (or, if no rate is available for such day, the rate for the preceding day), divided by 365; provided, however, that the total interest payable shall be reduced by a percentage equal to the reserve requirement on deposits of us.

H. Lockbox.

The Bank's lockbox services include processing checks and payment instruments which are received at the City's lockbox address as designated by the Bank. The City will instruct the City's customers to mail the items the City wants processed to this lockbox address. If the Bank also receives mail containing the City's lockbox number at the Bank's lockbox operations location, the Bank will process according to the City's standard instructions. The Bank will handle all lockbox items according to the City's setup documentation. The Bank will open the envelopes, remove the contents, report information and endorse all checks that the Bank processes on the City's behalf. The City hereby authorizes the Bank to endorse all remittances received by the Bank as "Credited to the account of the within-named payee in accordance with payee's instructions. Absence of endorsement guaranteed Lockbox Department, First National Bank of Kansas". The Bank is further authorized to supply any additional endorsement necessary to any remittance returned by the drawee bank for the reason that the payee's personal endorsement is required. For each lockbox address, the City will provide a list of acceptable payees. The Bank will process the check only if it is made payable to a name that matches the City's list. The City guarantees that each acceptable payee on the City's list is either the City's company or an affiliated relationship. The Bank may treat any variation of an acceptable payee's name that the Bank deems to be a reasonable variation. The Bank shall exercise due care in performing the Bank's obligations thereunder. Failure to exercise such due care shall not be inferable by reason of the loss of an item without an additional showing of negligence on the part of the Bank. Substantial compliance with the Bank's standard lockbox procedures shall be deemed to constitute the exercise of due care; provided, however, the occasional unintentional deviations by the Bank from the Bank's standard lockbox procedures shall not be deemed a failure to exercise due care in respect of the transactions in which deviations occur.

I. Positive Pay Services.

The Bank's positive pay services allow the Bank to compare items received for payment on the City's Positive Pay Account against the item issue listings that the City provides to the Bank (the City's "Issue List"). Any items received by the Bank and not matched against the Bank's Issue List will be considered "Exceptions." On each banking day, the Bank will transmit a report of Exceptions to the City, which will list the serial number of each Exception and the amount for which it has been encoded. Copies of Exceptions will also be made available to the City from time to time on request. The City is responsible for the adequacy and accuracy of the City's Issue List and for providing the most current available version of the same to the Bank before the Bank's receipt of the items listed thereon. The City must notify the Bank the same day the Bank reports Exceptions to the City, by the designated deadline, which checks the Bank should pay or return. If the City fails to notify the Bank by the deadline, the Bank will handle the City's Exceptions as instructed in the City's setup documentation. Notification may be made by e-mail or other means acceptable to the Bank, and must identify the relevant item and the reason for refusal to pay. (The City understands that the Bank may return such items stamped "Stop Payment" unless the Bank chooses to use the reason for refusal to pay that the City supplies.) All items matching the City's Issue List will be considered properly payable and charged to the City's account and shall be deemed authorized by the City. The foregoing notification deadline also establishes the standard by which the City will be considered to have exercised reasonable promptness with regard to the daily report, which will be considered a statement of account under the Kansas Uniform Commercial Code. The Bank must follow the City's instructions with regard to paying items. So long as the Bank does so, the City agrees that the Bank will not be otherwise responsible for the authenticity or alteration of items, or for the presence or validity of signatures, dates, or amounts thereon. If any item is subsequently determined to have been irregular, the Bank will take any action reasonably requested by the City to enforce against prior parties whatever rights the City or the Bank may have against such prior parties. The Bank must process all items covered by positive pay services in good faith and with ordinary care in the circumstances. Procedures in place for non-positive pay items will not be applicable in determining whether the Bank has satisfied the foregoing responsibilities. The City understands that positive pay services are not equivalent to, and do not replace stop payment orders. Nothing in this Agreement shall: (i) create any liability on the City's or the Bank's part as to any other person for failure to pay an item; or (ii) impair or eliminate any claim or defense by the City or the Bank as against any third party.

J. Target or Zero Balance Accounts.

The Bank's target or zero balance account services permit the City to control the transfer of funds among the City's accounts with the Bank. The City may instruct the Bank to make transfers among accounts to begin on a mutually agreeable date. With a date-related transfer, the City may have funds transferred in one direction between accounts. The Bank transfers funds on the banking days and for the amounts that the City specifies. With a balance-related transfer, the City may have funds transferred to an account when the balance falls below a certain amount; or from an account, when the balance rises

above a certain amount; or both. The Bank transfers the amount required to meet the account balance the City specifies.

VII. Consideration and Payment Terms

A. Consideration.

City Agrees to pay Bank for professional services performed in accordance with the City's RFP schedule, attached hereto as Exhibit A.

B. Payment Terms.

Upon Bank's satisfactory performance, City shall make payment to Bank according to the following terms:

1. Bank shall submit itemized monthly billing invoices to the City. Payment of consideration pursuant to this Agreement shall be contingent upon each itemized activity being reviewed and approved by the City's Representative.
2. Amounts approved by the City's Representative shall be due and payable to Bank within thirty days of presentment of Bank's invoice.

VIII. Assignment to Successors

The Bank shall provide the City sixty days' written notice of any takeovers, mergers, or acquisitions of the Bank. In the event that there is a takeover, merger, or acquisition of the Bank, the terms of this Agreement shall automatically continue as long as the Bank can continue to meet all required terms of this Agreement. The City may, at its discretion and with sixty days written notice to the Bank, choose to terminate the Agreement with the Bank upon notice of a takeover, merger or acquisition.

IX. Administration of Passwords and Security

The City has the ability to establish passwords and various security levels. The City agrees that the password and security levels are consistent with commercially acceptable practices and meet all standards for the City's security. The Bank strongly advises the City to use all verification, passwords, and security level authorizations provided. For the electronic banking platform, the City will also have the ability to control user administration. In this case, the City is responsible for the administration of the service, including assigning authorized users access to accounts and services, assigning user IDs, and ensuring that the City complies with the terms on protecting passwords and PINS. The users to whom the City grants access and the services to which the City grants access may contradict signature cards and other agreements the City has in place with the Bank. As the Bank has no access to the City's electronic banking platform administration, the Bank assumes no liability for information reported or transactions initiated through the electronic banking platform if valid IDs and passwords are provided. In this case, the City is solely responsible for setting up and maintaining the City's authorized users and their access to accounts and services.

The City is solely responsible for the security of PINS and passwords issued to the City's authorized representatives and shall take such measures as may be necessary to prevent the unauthorized use or disclosure of the City's PINS and passwords. Such measures shall be at least as protective as those applied to the City's most confidential information. The City shall give the Bank immediate notice if the security of the City's PINS or passwords has been breached, or if the City reasonably suspects there has been a breach. Absent proof that the Bank's internal security has been breached, use of a PIN or password by any person other than the City's authorized representative shall raise a presumption that the City's security has been breached. PINS and passwords may be changed by the Bank from time to time.

X. Confidentiality

Subject to the provisions of the Kansas Open Records Act, the City acknowledges the Bank's claim to the proprietary rights it has or may inform the City in writing of, regarding the Bank's set up documentation and any materials the City receives from the Bank, which may include the Bank's trade secrets or trade secrets of the Bank's licensors and vendors. The City will safeguard these items at all times; establish and maintain procedures to ensure this confidentiality including any passwords or codes given to or changed by the City; use this information only for the purposes it was provided to the City; and notify the Bank immediately by telephone and confirmed in writing of any compromise in confidentiality. The City will not disclose any confidential information to any person or entity except to the City's Personnel, on a need-to-know basis. The City will not make any copies of confidential information. The City will not translate, reverse or disengage any software security devices. These confidentiality provisions remain in effect even after a service has been terminated.

XI. Reports and Documents

A. Property and Possession.

All reports, studies analysis, memoranda and related data and material as may be developed during the performance of this Agreement shall be submitted to and be the exclusive property of the City, which shall have the right to use the same for any purpose without any further compensation to Bank.

B. Confidentiality.

All of the aforementioned reports and documents prepared, assembled or compiled by Bank pursuant to the terms of this Agreement are to be considered confidential and Bank agrees that it will not, without prior written approval by the City submit or make the same available to any individual agency, public body or organization other than the City; except as may be otherwise herein provided.

C. Status of Documents Upon Termination For Cause.

If this Agreement is terminated for cause or for any other reason, all finished or unfinished documents or materials prepared pursuant to this Agreement shall be immediately transmitted to the City by the Bank.

XII. Operating Procedures

Unless the "Operating Procedures" conflict with the provisions of this Agreement, the City agrees to follow the users' manuals, documentation or similar materials ("Operating Procedures"), if any, provided by the Bank, including without limitation, required input formats, delivery deadlines and confirmation requirements. If the Bank changes Operating Procedures, the Bank will give the City notice in advance (generally, 30 calendar days in advance). If the City continues to use the Bank's services thereafter, the City agrees to comply with the changed procedures. In the absence of applicable Operating Procedures, the City agrees to use ordinary care in using the Bank's services.

XIII. Equipment and Accessibility

It is the City's responsibility to obtain and maintain the equipment necessary to support any software or electronic banking services. Neither the Bank nor the Bank's vendor will be responsible for improper use of the service, for any so called "computer viruses," or for any results caused by interaction with any other software, including, but not limited to Web Internet browser access.

The City acknowledges that service interruptions in the banking, telecommunications and computer industries are frequently caused by circumstances beyond the provider's control and are difficult to assess as to the cause or resulting damages. The Bank's goal will be to respond to service requests within one business day notification. The City agrees that the Bank will not be liable for any actual or direct loss arising out of mistakes, omissions, interruption, delays, error, or defects in transmission of data or other uses of the electronic banking platform. The Bank shall not be liable for any act or omission of any other entity furnishing equipment, products or services to the City, nor shall the Bank be liable for damages or losses due to the fault or negligence of the City or the City's agents, affiliates, subscribers or customers. The City agrees and acknowledges that the Bank is not responsible for any interruptions of utility or telecommunications services, whether occurring at the City's place of business or at the Bank's place of business.

The City hereby acknowledges that the Bank is not obligated to provide the City with any technical support for the electronic banking services.

XIV. Conditions of Performance

A. Performance Standards.

Bank agrees that the performance of all work, services and results there from, pursuant to the terms of this Agreement, shall conform to or exceed the recognized professional standards that are prevalent in the professional Banking field. Further, the Bank warrants

that all work and services performed pursuant to this Agreement shall be performed with the professional expertise, skills and knowledge of state of the art procedures and techniques in all relevant subject matters including safekeeping services. Bank agrees to comply with the terms of this Agreement and to use ordinary care in performing services for City. So long as Bank exercises such diligences as the circumstances may require, Bank's failure or delay in performance will be excused if due to interruption of communications or computer facilities, failure of equipment, emergency conditions or other circumstances beyond Bank's control. The Bank shall accordingly be capable of performing the necessary services and work and possess the expertise to recommend effective practical and legally defensible procedures relating to all of the work it has performed. The Bank's obligation herein shall be measured by the reasonableness of Banking procedures established for the transaction involved and general Banking usage in the area served by the Bank.

B. Qualified Personnel.

Bank agrees that all of the work and services to be performed pursuant to this Agreement shall be performed by Bank or under its supervision and all personnel engaged in the work or services shall be fully qualified to perform such work and services.

C. Sub-contracting Services.

Bank shall not sub-contract any of the work or services required by this Agreement without the prior written approval of the City. Should Bank request and the City agree to work being sub-contracted; the Bank shall be as fully responsible to the City for the acts and omissions of its sub-contractors, as Bank is for the acts and omissions of the persons it directly employs.

D. Operating Procedures.

The City agrees to follow the Operating Procedures the Bank establishes for use of the services, including, without limitation, required input formats, delivery deadlines and confirmation requirements, as outlined in paragraph XII above. Any entry received after the daily cutoff time may be processed on the next banking day and may affect the settlement date and availability of funds. The City acknowledges and agrees that the City shall not originate ACH entries that would violate the laws of the United States if carried out (for example, transfers to countries subject to U.S. sanctions).

E. The City's Responsibility.

Except as otherwise provided herein, the City is responsible for the accuracy and adequacy of the input data the City provides to the Bank and for the results of the City's use of the services. The Bank is not responsible to third parties for the City's use of the services.

XV. Termination

A. Termination for Convenience.

Either party may terminate this Agreement with respect to any or all services, with or without cause, upon 60 calendar days' written notice to the other party. Termination shall

be effective as to prospective transactions only and shall not alter the rights of the parties as to transactions prior to termination. Upon receipt of such notice from City, Bank shall: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what work shall be required of Bank in order to bring the work to a reasonable termination in accordance with the request of the city. If City shall terminate for its convenience as herein proved, City shall compensate Bank for all work completed to date of termination. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.

B. Termination for Cause.

Without in any manner limiting the right of the city to terminate this Agreement or declare the Bank in default thereof for any reason set forth herein or in the Request for Proposal documents dated May 15, 2002, if the work to be done under this Agreement shall be abandoned by Bank; or if this Agreement shall be assigned by Bank otherwise than as herein provided; or if the Bank should be judged as Bankrupt; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Bank or any of its property; or if at any time the City determines that the performance of the work under this Agreement is being unnecessarily delayed, that the Bank is violating any of the conditions or covenants of this Agreement, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Agreement; then in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Bank of the City's intention to terminate this Agreement, and, unless within five (5) days after the serving of such notice upon the Bank a satisfactory arrangement be made for the continuance thereof, this Agreement shall cease and terminate. In the event of such termination, the City shall immediately serve notice thereof upon the Bank, and the City may take over the work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Bank, and the Bank shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the work, any and all documents and other materials as may be necessary therefore. When Bank services have been so terminated, such termination shall not affect any rights or remedies of the City against Bank then existing or which may later accrue. Similarly, any retention or payment of monies due Bank shall not release Bank from liability. Any termination of the Agreement for alleged default by Bank that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

XVI. Indemnity

A. Definitions.

For purposes of indemnification requirements, the following terms shall have the meanings set forth below:

1. "The Bank" means and includes Bank, all of its employees, agents and assignees, and all of its affiliates and subsidiaries, its sub-contractors and/or assignees and their respective servants, agents and employees; and

2. "Loss" means any and all loss, damage, liability or expense of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm, or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Agreement whether arising before or after the completion of the work required hereunder.

B. Indemnity.

For purposes of this Agreement, Bank hereby agrees to indemnify, defend and hold harmless the City, its employees and agents from any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Bank. It is agreed as a specific element of consideration of this Agreement that this indemnity shall apply notwithstanding the joint, concurring or contributory or comparative fault of negligence of the City or any third party and, further notwithstanding any theory of law including, but not limited to a characterization of the City's or any third party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that the Bank's obligation hereunder shall not include amounts attributable to the fault or negligence of the City. Nothing in this section shall be deemed to impose liability on the Bank to indemnify the City for loss when the City's negligence or other actionable fault is the sole cause of loss. With respect to the City's rights as set forth herein, the Bank expressly waives all statutory defenses, including but not limited to those under workers compensation, contribution comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the duty of the Bank to indemnify the City.

XVII. Insurance

During the term of this Agreement, the Bank agrees to maintain a financial institution bond, Form 24 or equivalent, with a limit of not less than \$5,000,000 per single loss and aggregate.

XVIII. Dispute Resolution

The City and Bank agree that disputes relative to this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Bank shall proceed with the work as per this Agreement as if no dispute existed, unless the City indicates in writing it does not want the Bank to continue with the work; and provided further that no dispute will be submitted to arbitration without the City's express written consent.

XIX. Affirmative Action/Other Laws

A. During the term of this Agreement, the Bank agrees as follows:

1. The Bank shall observe the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex or national origin, ancestry or age.
2. In all solicitations or advertisements for employees, the Bank shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Commission on Civil Rights.
3. If the Bank fails to comply with the manner in which the Bank reports to the Kansas Commission on Civil Rights in accordance with the provisions of K.S.A. 44-103 as amended, the Bank shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the City.
4. If the Bank is found to have violated the Kansas Act Against Discrimination under a decision or order of the Kansas Commission on Civil Rights, which has become final, the Bank shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the City.
5. The Bank shall include all of Clauses (1.) through (4.) in every sub-contract or purchase order, so that such provisions will be binding upon each sub-contractor or vendor.

B. Bank further agrees that the Bank shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

XX. City's Personnel

The City shall provide the Bank with a list of the individuals who are authorized to make decisions and conduct transactions in connection with the services provided by this Agreement. The City is solely responsible for all acts and omissions of the City's officers, directors, partners, employees, agents, representatives and contractors, including persons granted signature authority on the City's accounts and personnel who are permitted to give the Bank instructions in respect of transactions processed hereunder (collectively, "City's Personnel"). The Bank is entitled, without further inquiry or investigation, to assume that the actions of the City's Personnel are appropriate and authorized by the City. The City is strongly advised to establish and maintain policies and procedures and account and auditing controls that will prevent (or at least allow the early detection of) fraud or other unauthorized activity by the City's Personnel.

XXI. Notices

Notices shall be in writing and provided via hand-delivery, facsimile, electronic mail or U.S. mail to the address of the party set forth below or to such other address as the party may from time to time specify in writing. Notices shall be deemed given, if by hand-delivery when delivered, if by facsimile or electronic mail when transmitted, and if by U. S. mail the third day following deposit in the mail postage prepaid. The Bank may electronically monitor and/or record telephone communications between the City and the Bank.

City: David Scott, Manager of Finance & Accounting
8500 Santa Fe
Overland Park, KS 66212
Phone: (913) 895-6154
Fax: (913) 895-5009
E-mail: dscott@opkansas.org

Bank: Angela Birmingham
First National Bank
6201 College
Overland Park, KS 66211
Phone: (913) 266-9048
Fax: (913) 266-9108
E-mail: abirmingham@fnbk.com

XXII. Amendments

This Agreement may not be amended except by written modification signed by both the City and the Bank.

XXIII. Severability

In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement, which shall be given effect without the conflicting provision. To this end, the provisions of this Agreement are declared to be severable.

XXIV. Compliance with Government Laws

The Bank shall remain informed of, and shall comply with, all applicable laws, ordinances, rules, regulations, and orders of the City, County, State, Federal or any other public bodies, which apply to work performed under this agreement.

XXV. Miscellaneous

This Agreement: (i) constitutes the entire agreement between the parties with respect to the subject matter hereof; (ii) except for the Bank's changes in Operating Procedures or fee schedules, cannot be amended except in writing signed by the parties; (iii) shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns; (iv) may not be assigned by the City without the Bank's written consent, which will not be unreasonably withheld; and (v) shall be governed by and construed in accordance with the laws of the State of Kansas.

The parties hereto have caused this Agreement to be executed in triplicate this 9th day of September, 2002.

CITY OF OVERLAND PARK, KANSAS

By _____
Ed Eilert, Mayor

ATTEST:

Marian Cook
City Clerk
APPROVED AS TO FORM:

Jane Neff-Brain
Senior Assistant City Attorney

First National Bank of Kansas

By: _____

ATTEST:

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, That on this ____ day of _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, Authorized Officer of _____, a corporation duly organized, incorporated and existing under and by virtue of the laws of _____; and _____, Authorized Officer of said corporation, who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers within instrument on behalf of said Corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

Exhibit A
CITY OF OVERLAND PARK BANKING SERVICES
REQUIRED BANKING SERVICES

Required Banking Services	Estimated Annual Volume	Charge Per Item	Annual Charges
OPERATING ACCOUNT			
Account Maintenance:			
Checking Account	12	10.00	120.00
Monthly Statements	12	-	-
Items Paid (Check Clearings)	18,092	0.16	2,894.72
Payroll ACH Payments	24,136	0.08	1,930.88
Monthly ACH Maintenance	12	-	-
File Transmission Each	52 (5)	-	-
Other ACH Payments - On-line	304	0.10	30.40
Stop Payments	14	15.00	210.00
Wire Transfer Out			
On-line			
Repetitive	151	8.00	1,208.00
Non-Repetitive	2	10.00	20.00
Manual			
Repetitive	1	10.00	10.00
Non-Repetitive	1	15.00	15.00
Positive Pay	12	50.00	600.00
Daily File Transmission	260	-	-
Per Item Charge	18,092	-	-
Other			-
CD Rom of Cancelled Checks	12	15.00	180.00
Items Deposited (Checks Deposited)			
Local (K.C. Only)	15,921	0.05	796.05
Other 10th Federal Reserve	750	0.05	37.50
All Other	14,698	0.07	1,028.86
Encoding	31,369	-	-
Number of Deposits to Account	1,346	0.15	201.90
Returned Checks with Representation	25	1.50	37.50
Wire Transfer In with E-mail Notification	207	6.00	1,242.00
Lockbox Fees - Alarm Ordinance Fines			
Processing	1,620	0.32	518.40
Monthly Maintenance	12	75.00	900.00
Image of Check Available On-line	1,620	0.05	81.00
CD Rom of Check Images (monthly)	12	25.00	300.00
Per Item Charge for Image on CD	1,620	-	-
On-line Receipts Monthly Intracycle and CD Rom Maintenance	12	35.00	420.00
Image of Invoice/Remittance Information Available On-line		0.10	-
Other			-
Lockbox Fees - Ambulance Fees			
Processing	2,782	0.32	890.24
Monthly Maintenance	12	75.00	900.00
Image of Check Available On-line	2,782	0.05	139.10
CD Rom of Check Images (monthly)	12	25.00	300.00
Per Item Charge for Image on CD	2,782	-	-
On-line Receipts Monthly Intracycle and CD Rom Maintenance	12	35.00	420.00
Image of Invoice/Remittance Information Available On-line		0.10	-
Other			-
Automatic Sweep			
Monthly Maintenance	12	20.00	240.00
Other			-

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ESCROW ACCOUNT				
Account Maintenance:				
Checking Account	12	10.00	120.00	
Monthly Statements	12	-	-	
Intra-Bank Transfers to Operating Account	15	2.00	30.00	
Number of Deposits to Account	12	0.15	1.80	
Items Deposited (Checks Deposited) (Estimated)				
Local (K.C. Only)	5	0.05	0.25	
Other 10th Federal Reserve	5	0.05	0.25	
All Other	5	0.07	0.35	
Returned Checks with Representment	1	1.50	1.50	
Automatic Sweep				
Monthly Maintenance	12	20.00	240.00	
Other			-	
OTHER EXPENSES				
Locked Deposit Bags	5	15.00	75.00	
OR				
Disposable Deposit Bags (1,040 = 4 years)	260	0.15	39.00	
Endorsement Stamps: Self-inking	10	10.00	100.00	
Deposit Slips (1,500 = 4 years) - Operating	375	0.10	37.50	
Deposit Slips (500 = 4 years) - Escrow	125	0.10	12.50	
On-line Treasury Workstation Monthly Fee				
Per Account Fee	24	5.00	120.00	
Per Item Detail	18,092	0.03	452.30	
ACH Module	12	15.00	180.00	
Image Module	12	10.00	120.00	
Image per Item - Intraday Access	18,092	0.02	361.84	
Other			-	
Other			-	
SAFEKEEPING ACCOUNTS				
Investment Account				
Securities Delivered In	66	15.00	(7) 990.00	
Securities Delivered Out/Maturities	52	15.00	(7) 780.00	
Monthly Maintenance Fee per Security	40	1.00	40.00	
Fee per Interest Payment	10	1.00	10.00	
Other			-	
Depository Collateral Accounts (to be paid by individual depository institutions)				
The following is for each account:				
Securities Delivered In	6	15.00	90.00	
Securities Delivered Out	3	15.00	45.00	
Monthly Maintenance Fee per Security	3	1.00	3.00	
Fee per Interest Payment	6	1.00	6.00	
Other			-	
Mark to Market Valuation				
Frequency	12	-	-	
Computer Access to Information				
Monthly Fee	12	-	-	
Monthly Holdings Statements				
Monthly Fee	12	-	-	
Portfolio Performance Reporting				
Monthly Accounting and Performance Reports for 20 Portfolios	12	130.00	1,560.00	
Total Cost			21,687.84	

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