



301 N. Live Oak
Rockport, Texas 78382
(361)790-0132 (361)790-0165 Fax

August 26, 2014

TO: Aransas County Banks
RE: Aransas County Bank Depository

Ladies and Gentlemen:

Aransas County is currently seeking competitive proposals for banking services from all banks located in Aransas County.

Aransas County is seeking a contractual banking relationship that conforms to all applicable state and federal laws, which will provide for all banking services required for the funds of Aransas County. *[pursuant to Sec. 116.021, V.T. Local Government Code and V.C.T.S. 842a-2]*

Aransas County requests a four (4) year contract, with selection to be determined by the Aransas County Commissioners' Court.

Sealed proposals from banking corporations desiring to be selected as Depository will be accepted prior to, but no later than, **2:00 PM on October 8, 2014**. Proposals received after 2:00 PM on October 8, 2014 will be rejected and returned unopened. Proposals will be opened and acknowledged at the Aransas County Commissioners' Courtroom, 301 N. Live Oak, Rockport, Texas, at 2:00 PM on October 8, 2014.

Two (2) copies of sealed proposals should be addressed to the Commissioners' Court of Aransas County, and delivered to the **Aransas County Judge's office at 301 N. Live Oak, Rockport, Texas 78382**, and shall be clearly marked on the outside with **"REQUEST FOR PROPOSALS – BANK DEPOSITORY CONTRACT"** Any questions concerning this Request for Proposals should be addressed to the Aransas County Treasurer, Alma Cartwright, by phone (361)790-0132 or email acartwright@aransascounty.org. Proposals will not be accepted via email.

Proposals must be submitted on the attached Proposal Worksheet. Proposals not submitted on the attached Proposal Worksheet, using the EXACT format provided, will be disallowed. You are encouraged to offer any alternative approaches which will further enhance our operational and financial success.

Aransas County expressly requests that proposers not discuss this engagement or the bank's plans, experience or credentials with other banks or any member of the Aransas County Commissioners' Court until requested by County Officials to make a presentation.

The Aransas County Treasurer's Office has available for examination, statements and other information of past County Depositories. This information is voluminous and copies can be provided upon request for a reasonable charge. To examine this information please call the Aransas County Treasurer's Office at (361)790-0132 so arrangements can be made.

Aransas County expressly makes no representation that County deposits will continue at the same level of previous years, or that the character of deposits will follow the same or similar patterns of previous years.

A Certified or Cashier's Check for **\$111,049.12** must accompany the proposal and is tendered under the terms of the law [116.023, V.C. Local Government Code] and of these conditions.

Aransas County reserves the right to reject in part or in whole any or all proposals, waive minor technicalities, and award the proposal which best serves the interest of Aransas County. Aransas County reserves the right to informally negotiate certain finer points of the final contract with a qualified proposer.

Sincerely,

C.H. "Burt" Mills, Jr.
Aransas County Judge

Alma Cartwright, CIO
Aransas County Treasurer

INSTRUCTIONS

REQUEST FOR PROPOSAL NUMBER B-01-2014

PROPOSAL TITLE BANK DEPOSITORY CONTRACT

PROPOSAL SUBMISSION DATE/TIME **OCTOBER 8, 2014
2:00 PM**
Any Proposal received after this time will be rejected and returned unopened

PROPOSAL OPENING DATE/TIME **OCTOBER 8, 2014
2:00 PM**

PROPOSAL AWARDED **OCTOBER 27, 2014**
REGULAR MEETING
ARANSAS COUNTY COMMISSIONERS' COURT

PROPOSAL TO BE EFFECTIVE OCTOBER 27, 2014

ADDRESS PROPOSAL TO ARANSAS COUNTY COMMISSIONERS' COURT

DELIVER PROPOSAL TO ARANSAS COUNTY JUDGE'S OFFICE
301 N. LIVE OAK, ROCKPORT, TEXAS 78382

CLEARLY MARK ON SEALED ENVELOPE "REQUEST FOR PROPOSAL – BANK DEPOSITORY CONTRACT"

NUMBER OF COPIES TO SUBMIT TWO (2) SEALED PROPOSALS

FORMAT REQUEST FOR PROPOSAL AND PROPOSAL WORKSHEET
AVAILABLE ONLINE AT [HTTP://WWW.ARANSASCOUNTY.ORG](http://www.aransascounty.org)
USE THE ATTACHED PROPOSAL WORKSHEET
ALL RESPONSES MUST BE LEGIBLE
ALL RESPONSES MUST BE ENTERED IN RED
REQUEST FOR PROPOSAL WILL BE DISTRIBUTED IN "WORD"
FORMAT AND/OR AS A PDF FILE.
Any Proposal not submitted on the attached Proposal Worksheet using
the exact format provided, will be disallowed.

CONTACT FOR INFORMATION ALMA CARTWRIGHT
ARANSAS COUNTY TREASURER
361-790-0132
acartwright@aransascounty.org

CHECKLIST

ITEMS TO SUBMIT WITH PROPOSAL

- A RESPONSE TO EACH AND EVERY SECTION OR SUBSECTION - TYPED IN RED

- BANK'S FINANCIAL STATEMENTS
 - Last 3 quarterly Uniform Bank Performance Reports
 - Last 3 Call Reports
 - Last 2 Years Annual Financial Reports
 - A statement of the Bank's paid up Capital Stock and the permanent surplus of the Bank

- EXHIBIT "A" LIST OF PUBLIC FUNDS REFERENCES

- CASHIER'S CHECK (GOOD FAITH GUARANTEE) IN THE AMOUNT OF \$111,049.12

- STATEMENT OF COLLATERAL MANAGEMENT

- BANK CONTACT PERSONS

- PROVIDE ONLINE LINK AND SAMPLE "ONLINE SERVICES" REPORT

- SAMPLE "ACCOUNT ANALYSIS REPORT"

- SAMPLE "MONTHLY BANK STATEMENT"

- COPY OF AVAILABILITY SCHEDULE

- DESCRIPTION OF DIGITAL DEPOSIT SERVICES AND RELATED FEES

- COPY OF FFIEC FORM 32 STATEMENTS

- PROPOSAL WORKSHEET

- COMPLIANCE AND AUTHORIZATION STATEMENT

- BANK RESOLUTION

- AUTHORIZATION OF RECEIPT OF CASHIER'S CHECK AS GOOD FAITH GUARANTEE

- CERTIFICATION – EXHIBIT "C" TO ARANSAS COUNTY INVESTMENT POLICIES

- ACKNOWLEDGEMENT – EXHIBIT "D" TO ARANSAS COUNTY INVESTMENT POLICIES

REQUEST FOR PROPOSAL

BANK DEPOSITORY CONTRACT FOR ARANSAS COUNTY

PROPOSAL NUMBER: **B-01-2014**

PROPOSALS MUST BE RECEIVED ON OR BEFORE:

OCTOBER 8, 2014 @ 2:00 PM

ARANSAS COUNTY JUDGE'S OFFICE

301 N. LIVE OAK, ROCKPORT, TEXAS 78382

Proposals received after this date and time will be rejected and returned unopened

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED:

OCTOBER 8, 2014 @ 2:00 PM

ARANSAS COUNTY COMMISSIONERS' COURT WILL CONSIDER AWARDING A
BANK DEPOSITORY CONTRACT AT:

**ARANSAS COUNTY COMMISSIONERS' COURT
REGULAR MEETING**

MONDAY, OCTOBER 27, 2014.

Contact Person: Alma Cartwright, Aransas County Treasurer
301 N Live Oak, Rockport, Texas 78382
(361)790-0132
E-Mail: acartwright@aransascounty.org

**SPECIFICATIONS FOR PROPOSALS
B-01-2014 BANK DEPOSITORY CONTRACT FOR ARANSAS COUNTY**

ENTER A RESPONSE in RED AFTER EACH SECTION/SUBSECTION – ENTER “N/A” IF DOES NOT APPLY

**The selection of County Depositories and the terms of depository contracts are governed by Texas Local Government Code, Chapter 116 and Chapter 117
[Vernon 1999 and Supp. 2000]**

GENERAL SPECIFICATIONS:

- 1.1 **SCOPE OF THE CONTRACT** – It is the intent of Aransas County to execute a contract with a bank desiring to be designated as the County Depository Bank. The Bank Depository Contract will include Aransas County Public monies, including all funds collected by the Aransas County Treasurer, Tax-Assessor Collector, Sheriff, and Jail Commissary, and all other such accounts opened using the Aransas County Tax ID number, as well as Registry and Special Funds held by the County Clerk, Registry and Special Funds held by the District Clerk, and those funds in accounts authorized by the Aransas County Commissioners' Court.

- 1.2 **RESPONSE REQUIRED FOR EACH SECTION AND SUBSECTION** – Each and every section and subsection of this bank proposal requires a response from the Bank Depository proposer. Responses should be carefully considered. Proposers must format responses in the same sequence as the bank proposal. Responses must be typed in “red”.

- 1.3 **MINOR EXCEPTIONS** – Minor exceptions, conditions, or qualifications to the provisions of the County's specifications must be clearly identified as such, with the reasons therefore.

- 1.4 **DOCUMENT ON DISK** – This document will be furnished as a “WORD” file and as a “PDF” file on a CD to facilitate the completion of the proposal. This document will also be available on the Aransas County website at <http://www.aransascounty.org>.

- 1.5 **EVALUATION PROCESS** – Aransas County will award the Bank Depository Contract based on, but not limited to, the following criteria:
- a) Bank’s financial position
 - b) Bank’s ability to pledge adequate securities against County funds
 - c) Experience in providing depository services requested with other public entities
 - d) Net rate of return on County funds
 - e) Ability to meet service requirements
 - f) Cost of services
 - g) Cash management products available that will enhance the County’s banking procedures
 - h) The experience and continuity of the bank officials who have been identified as primary contact personnel
- 1.6 **INTERVIEWS** – Aransas County may require proposing banks to attend an interview with the Aransas County Commissioners’ Court.
- 1.7 **QUESTIONS AND CLARIFICATIONS** – Any questions or requests for clarifications should be submitted to:

Alma Cartwright, Aransas County Treasurer
Phone: (361)790-0132 Fax: (361)790-0165

CONTRACTUAL REQUIREMENTS:

- 2.1 **TYPE OF BANKING RELATIONSHIPS** – The Depository Bank will handle daily banking services including, but not limited to, checking accounts, other types of interest-bearing accounts, non interest-bearing accounts, time deposits and/or Certificates of Deposit.

- 2.2 **COMPLIANCE WITH STATUTES** – By returning the Proposal Worksheet, the Bank acknowledges that it understands the Revised Civil Statutes of Texas (Article 2544, et. Seq., of the Revised Civil Statutes of Texas, as revised by Local Government Code, Chapter 116.000 through 116.155 as passed by the 70th leg. 1987; Article 2547 a,b,c; and Article 2588a et. Seq.) that pertain to the managing and safekeeping of County funds and will comply with those statutes.
- 2.3 **BANK AFFILIATION** – A proposing bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. The bank must be a Federal or Texas chartered bank doing business in and having a service facility within Aransas County, Texas.
- 2.4 **DURATION** – The Depository Bank Contract will be effective for a period of four (4) years ending sixty (60) days from the time fixed by law for the next selection of a depository. If a time deposit or Certificate of Deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities as required by law for public funds, to provide for the maturity of the time deposit or Certificate of Deposit. Under this Depository Contract the terms shall remain unchanged for a period of two (2) years and may be renegotiated for the final two (2) years, as set out below.
- 2.5 **RENEGOTIATIONS** – This four (4) year contract shall allow the bank to establish, on the basis of negotiations with Aransas County, new interest rates and financial terms of the contract that will take effect during the final two (2) years of the four (4) year contract if:
- a) the new financial terms do not increase the prices to the County by more than ten percent (10%); and
 - b) the County has the option to choose to use the initial variable interest rate option, or to change to the new fixed or variable interest rate options proposed by the bank.

2.6 **INVESTMENTS MADE OUTSIDE DEPOSITORY BANK** – Aransas County reserves the right to make investments outside the Depository Bank in accordance with the laws of the State of Texas, as a result of court order, and the Investment Policy of Aransas County. All investment purchases shall be made on a delivery versus payment basis.

2.7 **SUBMITTING FINANCIAL STATEMENTS** – All banks wishing to be designated as a Depository Bank will include, as part of the proposal:

- a) The Bank’s last three (3) quarterly Uniform Bank Performance Reports
- b) The Bank’s last three (3) Call Reports
- c) The Bank’s Annual Financial Reports for the past two (2) years
- d) A statement of the Bank’s paid up Capital Stock and the permanent surplus of the Bank.

ATTACH REPORTS TO PROPOSAL SUBMITTED

2.8 **REFERENCES** – All banks wishing to be designated as a Depository Bank will include, as part of the proposal, a listing of three (3) references of current Public Funds users, that can verify the quality and reliability of services provided by the bank.

ATTACH REFERENCES AS “EXHIBIT A”

2.9 **GOOD FAITH GUARANTEE** – A bank desiring to be the Depository Bank must submit with the Proposal Worksheet, a certified or cashier’s check in the amount of **\$111,049.12** (one-half of one percent of Aransas County’s 2013 unaudited revenues and one-half of one percent of the average daily balance of the registry funds held by the County Clerk and the District Clerk) payable to Aransas County, as a guarantee of good faith. Aransas County

will hold the check until a Depository Bank is selected and the bond and/or security has been filed.

After selection of the Depository Bank, Aransas County shall immediately return the certified or cashier's checks of the rejected proposers. Aransas County shall return the check of the successful proposer when the selected Depository Bank executes and files a depository bond that is approved by the Aransas County Commissioners' Court.

INCLUDE CERTIFIED CASHIER'S CHECK WITH PROPOSAL

ATTACH EXECUTED AUTHORIZATION OF RECEIPT OF CHECK

2.10 LIQUIDATED DAMAGES FOR NOT PROVIDING SECURITY – As stated in Code Section 116.023:

“If a bank is selected as a depository and does not provide the bond and/or security, the County shall retain the amount of the check as liquidated damages”.

A new depository shall then be selected.

2.11 SECURITY – Within fifteen (15) days after selection of the Depository, the Bank so selected is to qualify as a County Depository. As soon as the contract for securities pledged is provided and approved by the Commissioners' Court, an order will be entered by Aransas County designating the successful proposer as Depository for the funds of Aransas County. This contract shall remain in place until sixty (60) days after the time fixed for the next selection of a Depository, to-wit, August 2018, or until such time as a new bank has qualified as County Depository, whichever should sooner occur. Thereupon, the County Treasurer will place with said Depository all the funds belonging to Aransas County.

2.12 **PLEGGED COLLATERAL**—Pledged securities in the amount provided by law under Sec. 116.054, V.T. Local Government Code, will be provided in quantities sufficient to fully collateralize all funds of Aransas County. The following securities are acceptable to Aransas County:

1. U.S. Treasury Notes
2. U.S. Treasury Bills
3. Federal Farm Credit Banks Notes and Bonds
4. Federal Home Loan Banks Notes and Bonds
5. Federal National Mortgage Association Notes and Bonds
6. Federal Home Loan Mortgage Corporation Notes and Bonds
7. Federal Home Loan Bank Letters of Credit

Adjustable Rate Mortgages (ARMS) and Collateralized Mortgage Obligations (CMOs) will not be acceptable.

The bank must be the true and legal owner of all securities, which will be pledged to Aransas County. The securities must be free and clear of all liens, claims, or pledged for other purposes. Aransas County will not accept any security acquired by the bank under a repurchase agreement. The securities will be deposited with the Federal Reserve Bank without expense to Aransas County under an appropriate contract to be drawn to the provisions of Texas Local Government Code, Chapter 116 and amendments in accordance with the application, if approved.

2.13 **COLLATERAL MANAGEMENT** – The Bank must include, as part of the proposal, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. A detailed monthly collateral report will be required from the Depository Bank. The report shall contain security descriptions, par value, current face value, and current market value.

ATTACH STATEMENT OF COLLATERAL MANAGEMENT

- 2.14 **VALUE OF COLLATERAL** – The Depository Bank must propose how it will value pledged securities. Aransas County, at any time, may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.

SERVICE REQUIREMENTS:

- 3.1 **CONTACT PERSON** – Bank must identify a local senior level management person who will be responsible for overseeing the County’s entire relationship, who would serve as the County’s primary contact and who would be able to make decisions regarding operational aspects of this contract. Bank must also provide a list of contact personnel and phone numbers within the bank who are qualified to provide information and assistance in the following areas:
- General Information
 - Safekeeping and Securities Clearance
 - Posting and Deposit Discrepancies
 - Stop Payments
 - Balance Adjustments
 - Collateral Adequacy
 - Internal Transfers
 - Wire Transfers
 - Online PC Service
 - Certificates of Deposit rate quotes
 - Signature Cards
 - Opening and Closing Accounts

- 3.2 **ON-LINE SERVICES** – It is requested that as a part of the proposal the Depository Bank will provide an on-line PC communication link to the County for daily reporting of fund balances, managing controlled disbursements, collected and ledger balances, stop payment requests, confirmations, and detailed debits and credits. Attach product description, and sample reports for the on-line PC link available. Banks should be prepared to provide the Aransas County Treasurer’s Office an opportunity to physically view and work with this technology before the proposal is awarded.

PROVIDE ONLINE LINK AND SAMPLE ONLINE REPORTS

- 3.3 **ANALYSIS REPORT** – Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following:
- daily average ledger balance
 - daily average float
 - average collected balance
 - reserve requirement
 - available balance for earnings credit
 - monthly volumes by type
 - earnings credit allowance (provide an explanation of how the earnings credit rate is calculated)
 - price levels for each activity
 - services, charges (per unit and total amounts)

ATTACH SAMPLE ACCOUNT ANALYSIS REPORT .

- 3.4 **COLLATERAL TO DEPOSIT REPORT** - A detailed monthly collateral-to-deposit report is required. The report will contain security descriptions, par value, current face value and current market value. To compensate for increases or decreases in County deposits and fluctuation of market value of pledged collateral, the minimum market values of pledged collateral will be **110%** of County deposits.

3.5 **STATEMENTS** – Monthly bank statements shall be provided for ALL ACCOUNTS and shall include:

- check imaging (front and back)
- deposit slips (images)
- transfer slips (images)
- debit and credit memos processed (images)
- daily ledger balances
- average daily collected balances
- number of debits
- number of credits

Bank statements should be processed and mailed within five (5) business days after the close of each month.

ATTACH SAMPLE BANK STATEMENT

3.6 **PAYROLL DIRECT DEPOSIT** – Bank must provide the capability for the County to utilize “Direct Deposit” payroll processing, allowing County employees to select the bank of their choice.

3.7 **ACH TRANSACTIONS** – Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits. Bank will be required to provide detailed information on each ACH transaction, for identification purposes.

3.8 **WIRE TRANSFERS** – Bank must provide the ability to send wire transfers on an automated or manual basis, and also to provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.

- 3.9 **INTEREST RATES** – Floating interest rate proposals and a fixed interest rate proposal on Bank Accounts and Certificates of Deposits will be quoted by the Bank. Aransas County reserves the right to select the rate most favorable to the County at any time during the term of the contract, within the guidelines of Section 116.021 (b) of the Local Government Code.
- 3.10 **DISBURSEMENT SERVICES** – Bank will furnish standard disbursing services for all accounts to include the payment of all County checks upon presentment. Bank must also agree to cash, without charge to the County or County employee, an employee's payroll check whether or not the employee has an account with the Bank. This will include any of the Bank's locations, branches or motor-bank facilities in Aransas County.
- 3.11 **POSITIVE PAY** – Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the bank for clearing. Any discrepancies (exceptions) shall be cleared by a designated County employee before checks are paid by the bank.
ANY APPLICABLE COSTS FOR THIS SERVICE SHALL BE QUOTED.
- 3.12 **DEPOSIT SERVICES** – Bank will guarantee immediate credit on all wire transfers, ACH transactions and government checks upon receipt and all other checks based on the Bank's Availability Schedule. All deposits received before the Bank's established deadline will be credited daily.
ATTACH A COPY OF AVAILABILITY SCHEDULE
- 3.13 **DIGITAL DEPOSIT SERVICES** – Bank will have available for use by County a digital deposit service. County will require more than one digital deposit capture machine, and will have more than one station submitting digital deposits.
**ATTACH A DESCRIPTION OF DIGITAL DEPOSIT SERVICES
INCLUDE A SUMMARY OF ANY CHARGES FOR THIS SERVICE
OR FOR EQUIPMENT LEASE/PURCHASE**

- 3.14 **CASH OVERDRAFTS** – For the purpose of determining cash overdrafts, the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County's account is considered to be over-drafted. An applicable insufficient funds fee can then be charged. In the event a check or checks shall be presented for payment where there is insufficient funds for the purpose of paying checks, the Depository Bank agrees to promptly notify the County Treasurer, by telephone or other means, of the overdraft condition, and to provide the County Treasurer a period, not exceeding one business day, to respond and rectify the condition.
- 3.15 **COMPUTERIZED OUTPUT** – Bank must provide the capability for the County to download paid items that will be utilized in the bank account reconciliation process.
- 3.16 **SECURITY SAFEKEEPING** – Bank must provide for book entry/DTC acceptance and safekeeping of investment securities. A month end safekeeping statement including market values will be provided.
ANY APPLICABLE COSTS FOR THIS SERVICE SHALL BE QUOTED.
- 3.17 **PAYMENT FOR SERVICES** – Bank will specify fees required for services. Banking services not detailed on Proposal Worksheet will be provided at no cost. The County may elect to pay for service either by direct fee payment or by compensating balance.
- 3.18 **CASH MANAGEMENT** – On an ongoing basis the County will require cash management advice as to how accounts and procedures should be structured. Also the County will want to be kept informed of recent developments in cash management products.
Proposers are invited to propose additional cash management services that are not specified here.

3.19 **EXPENSE ALLOWANCE** - Bank will specify what it will or can do to help defer the expenses of the change in depository banks, if Bank is not the current Depository Bank.

Proposer will state the dollar amount, if any, that the Bank will be willing to provide for expenses incurred due to changing depository banks. (For example: checks, deposit slips, endorsement stamps, etc.)

3.20 **CAPITAL TO ASSETS RATIO** – Depository Bank will have and maintain a minimum five percent (5%) primary capital to assets ratio as compiled by dividing line 28 (total equity capital) by line 42 (total assets) on the Federal Financial Institutions Examination Council Form 032. Copies of the FFIEC Form 32 statement will be included on the proposal and shall be a continuing quarterly reporting requirement of the Depository Bank. Should primary capital ratio fall below five percent (5%), the Aransas County Commissioners' Court will review bank plans to future earnings and capital increases before determination is made to close out the depository. The County reserves the right to terminate the contract immediately when capital ratio and/or collateral requirements are not met.

ATTACH COPIES OF FFIEC FORM 32 STATEMENTS

3.21 **STOP PAYMENTS** – Bank will be required to process stop payments on verbal, or faxed instructions from the designated County employees, with follow-up written confirmation. Stop payment requests will also be allowed through Bank's on-line services.

3.22 **CASHIER'S CHECKS** – Bank will provide cashier's checks, at no cost to the County, for the County, on the occasion when the County needs to purchase property or on any other such occasion.

3.23 **IRREVOCABLE STANDBY LETTER OF CREDIT** – Bank will provide an Irrevocable Standby Letter of Credit in the amount of \$10,200 with wording to be in compliance with the request from the Texas Commission on Environmental Quality.

Please indicate Bank's fee for providing this Irrevocable Standby Letter of Credit

Sample of current Letter of Credit is attached as Appendix I

PROPOSAL WORKSHEET

For BANK DEPOSITORY CONTRACT FOR ARANSAS COUNTY

ENTER RESPONSES IN SHADED AREAS in RED – ENTER “N/A” IF DOES NOT APPLY

Variable and Fixed Rate Proposals

	<u>Variable Interest Rate*</u>	<u>Fixed Interest Rate</u>
Interest Bearing Checking Accounts	%	%
Money Market Accounts	%	%

* Variable Rate = 91 Day US T-Bill Effective Rate (as determined by the latest T-Bill Auction) + Margin (based on basis points). The source of the rate under this proposal, for a given month, should be the Effective Rate as quoted in the Wall Street Journal for the last business day of the previous month.

Example: If 91 Day US T-Bill effective rate is 3.3% and basis points are 1.0, then the variable rate is 4.3%

Minimum balance requirement or other considerations per account will be listed below:

Certificates of Deposit – Variable Interest Rate

91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction)

	Less than \$100,000	More than \$100,000
1. Maturity 7-29 days.....	+ basis points	+ basis points
2. Maturity 30-59 days.....	+ basis points	+ basis points
3. Maturity 60-89 days.....	+ basis points	+ basis points
4. Maturity 90-179 days.....	+ basis points	+ basis points
5. Maturity 180 days-less than one year.....	+ basis points	+ basis points
6. Maturity 1 year or more.....	+ basis points	+ basis points

Interest to be Paid: [Daily, Monthly, Quarterly, Semi-Annually, or at Maturity]

Certificates of Deposit – Fixed Interest Rate

	Less than \$100,000	More than \$100,000
1. Maturity 7-29 days.....	%	%
2. Maturity 30-59 days.....	%	%
3. Maturity 60-89 days.....	%	%
4. Maturity 90-179 days.....	%	%
5. Maturity 180 days-less than one year.....	%	%
6. Maturity 1 year or more.....	%	%

Interest to be Paid: [Daily, Monthly, Quarterly, Semi-Annually, or at Maturity]

Cost Analysis Worksheet

Use the following cost analysis worksheet as a vehicle to quote your charges and rates. Please prepare a bank analysis statement based on the following, using your proposal figures for the service costs and your variable interest rate for interest paid. Use applicable rates for calculating interest rates and compensating balances as they stood for July 31, 2014.

Balance Summary:

Average Book Balance	1,678,671.29
Less Average Float	<u>93,242.71</u>
Average Collected Balance	1,585,428.58
Average Negative Collected Balance	<u>0.00</u>
Average Positive Collected Balance	1,585,428.58
Less 10% Weighted Reserve	158,542.86
Required Balance	<u>0.00</u>
Net Available Balance	1,426,885.72

Analysis Charges & Fees

Earnings Allowance Credit

Rate: %

Analysis Charges less Earnings Credit

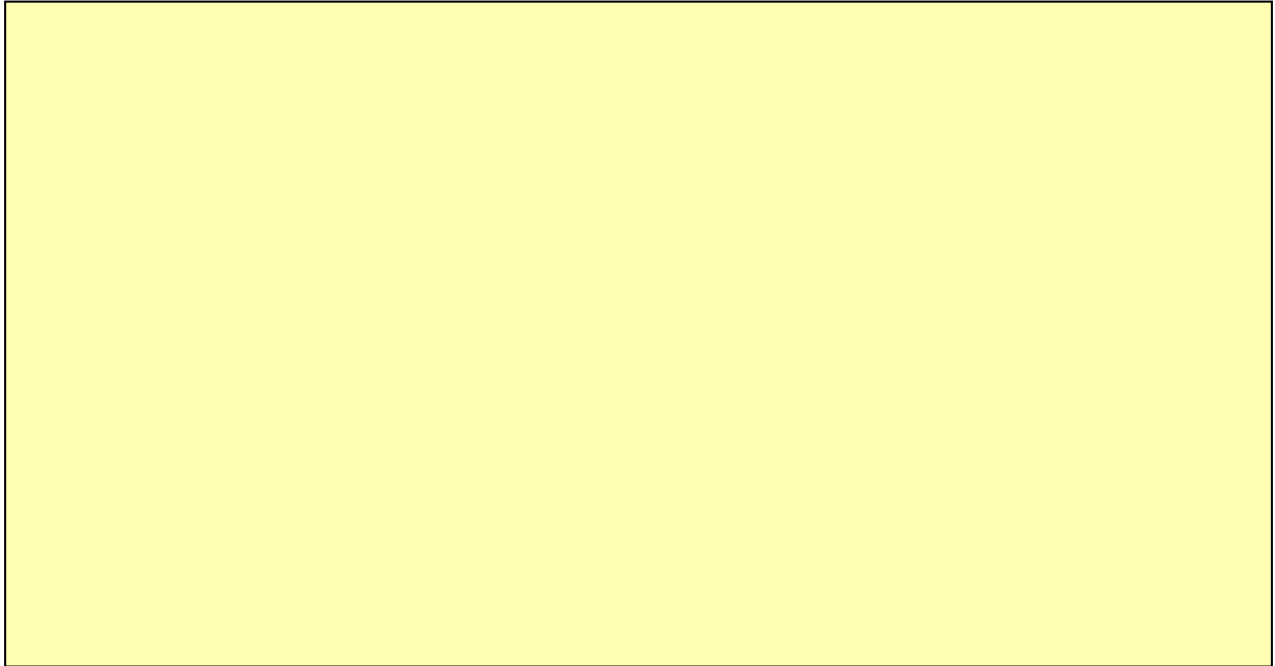
Please provide any explanations or comments of how earnings credit or analysis fees are calculated

Depository Services

	Quantity	Per Item Price	Charge Amount	Required Balance
Account Maintenance Fee (per Account)	16			
Printed-Paper Statements (per Account)	16			
Account Analysis (per Account)	16			
Checks Paid	615			
Local Checks Deposited	202			
Non-Local Checks Deposited	3,147			
Teller Cashed Checks	18			
Deposit Slip Credits	108			
Deposits-deposits	36			
ACH Debits	21			
ACH Credits	202			
Returned Item-Chargeback/Re-Deposit	8			
In – Currency				
In – Rolled Coins				
Out – Currency	0			
Out – Rolled Coins	0			
Incoming Cash (per \$1,000)	1,284,625			
Deposit Adjustments/Corrections **	0			
Auto Transfer Credit	1			
Auto Transfer Debit	0			
Income Wires	0			
Outgoing Wires	0			
Telephone Inquiries	0			
Collection Items (Incoming)	0			
Collection Items (Outgoing)	0			
Stop Payment	0			
NSF Charges	0			
Digital Deposit Services	1			
Digital Deposit Services-Additional Station	1			
Business Bill Pay Fee	16 Accts			
Business Bill Pay Item Fee	0			
LockBox Services	1			
Positive Pay – Exceptions Items	0			
Positive Pay Monthly Service	16 Accts			
Direct Deposit - Payroll Batch	2			
ACH - Payroll Tax Deposit Batch	2			
Furnished Deposit Slips	16 Accts			
Furnished Endorsement Stamps	16 Accts			
Furnished Depository Bags	1			
Safekeeping - Purchased Securities				
Online Account Access	16 Accts			
Coin Wrappers	0			
Currency Straps	0			

Other Unspecified Services and/or Costs

Other services and/or costs not specified in this document should be listed and attached, along with a description and a unit cost.

A large yellow rectangular area, likely a placeholder for a table or list of services and costs. The area is completely blank and occupies the majority of the page's vertical space below the introductory text.

COMPLIANCE AND AUTHORIZATION STATEMENT
REQUEST FOR PROPOSAL
BANK DEPOSITORY CONTRACT FOR ARANSAS COUNTY

The bank **must** complete and sign this statement to validate their Proposal for an Aransas County Depository Bank.

ALL UNSIGNED PROPOSALS WILL BE DISQUALIFIED.

By signing this statement, Bank indicates their desire to be designated as the Depository Bank for Aransas County, and to provide banking services for the duration indicated and by the terms and conditions set out in the Request for Proposal.

Bank understands the conditions, specifications and Texas Civil Statutes that govern the holding of County funds as Depository Bank and will adhere to those rules to the best of its ability.

Bank has read and agrees to abide by all conditions of the Aransas County Investment Policies.

By signing this statement, Bank indicates all required documents and responses are submitted herewith.

The undersigned by his/her signature affirms that he/she is authorized to execute this Proposal, by providing Aransas County with a Resolution from the Board of Directors of the submitting Bank, authorizing or empowering the undersigned to execute this Proposal and to bind Bank to fully comply with the terms and conditions of the attached documents. By signing below signifies that you have read the entire document and agreed to the terms therein.

By signing this statement, Bank affirms that this Proposal has not been prepared in collusion with any other Proposer and that the contents of this Proposal have not been discussed or communicated by the undersigned, nor by any employee or agent, with any other Proposer, member of Aransas County Commissioners' Court, or any other persons engaged in this type of business, prior to the official opening of this Proposal.

Name of Bank:

Address:

Telephone:

Fax:

Name/Title:

Authorized Signature:

Attach Resolution from the Board of Directors of Bank

APPENDIX I

REQUEST FOR PROPOSAL BANK DEPOSITORY CONTRACT FOR ARANSAS COUNTY B-01-2014

SAMPLE of Irrevocable Standby Letter of Credit

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 748

July 20, 2005

Texas Commission on Environmental Quality
Executive Director
12100 Park 35 Circle, Bldg. A
Austin, Texas 78753

Dear Sir or Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. 748 in your favor, at the request and for the account of Aransas County, 301 N. Live Oak, Rockport, Texas 78382 up to the aggregate amount of Ten Thousand Two Hundred U.S. dollars (\$10,200.00), available upon presentation of

(1) Your sight draft, bearing reference to this letter of credit No. 748, and

(2) Your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of 30 Texas Administrative Code Chapter 37."

This letter of credit is effective as of July 20, 2005 and shall expire on July 24, 2006, but such expiration date shall be automatically extended for a period of (at least 1 year) on July 24, 2006 and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and Aransas County by certified mail that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and Aransas County, as shown on the signed return receipts.

Whenever this letter of credit is drawn on under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us.

We certify that the wording of this letter of credit is identical to the wording specified in 30 Texas Administrative Code §37.331 as such regulations were constituted on the date shown immediately below.

Except so far as otherwise expressly stated, this credit is subject to the Uniform Customs and Practice for Documentary Credits (1994) Revision, International Chamber of Commerce Brochure No. 500.

Sincerely,

Senior Lending Officer

EXHIBIT "A"

REQUEST FOR PROPOSAL
BANK DEPOSITORY CONTRACT FOR ARANSAS COUNTY
B-01-2014

REFERENCES

List three (3) references of current bank customers who can verify the quality of service your bank provides. Aransas County prefers references to be customers of similar size and scope of services. Other Public Funds are preferred.

THIS FORM SHALL BE RETURNED WITH YOUR PROPOSAL.

Business:

Contact Person:

Phone Number:

Contract Period:

Business:

Contact Person:

Phone Number:

Contract Period:

Business:

Contact Person:

Phone Number:

Contract Period:

**AUTHORIZATION OF RECEIPT
OF CASHIER'S CHECK AS GOOD FAITH GUARANTEE**

A certified cashier's check in the amount of **\$111,049.12** (one-half of one percent of Aransas County's 2013 unaudited revenues and one-half of one percent of the average daily balance of the registry funds held by the County Clerk and the District Clerk) made payable to Aransas County accompanies this Proposal and is tendered under the terms of the law (Local Government Code, Section 116.023 and 117.021) and these specifications.

The following person is hereby authorized to receipt for said cashier's check upon return.

Name/Title: _____

Bank: _____

By: _____

The following is to be signed when the cashier's check is returned

Cashier's Check # _____ Amount of Cashier's Check \$ _____

Date Received: _____

By: _____

Bank: _____