

**APPLICATION
FOR
NUECES COUNTY, TEXAS
BANK DEPOSITORY CONTRACT**

INSTRUCTIONS TO APPLICANTS:

Application Number:

Application Title:

Application Opening Date:

Application Opening Time:

Mark Envelope: County Depository Application

Contact Person: County Clerk Treasury Section

Phone Number (361) 888-0515

Sealed applications must be received in the Nueces County Judge's Office, 901 Leopard Street, Suite 303, Corpus Christi, Texas, by the date and time specified above. Public opening of the applications will be held in the Commissioners Courtroom at that time.

The Commissioners Court of Nueces County reserves the right to reject in part or in whole any or all applications, waive technicalities which do not affect the integrity or effectiveness of the Request for Application process, and award the application that best serves the interest of Nueces County.

Late applications will be returned to the Applicant unopened. Applications will not be accepted via transmittal by telefax, telephone, facsimile, or electronic communication equipment. Postmarking by the due date will not substitute for actual application receipt.

Applications may be withdrawn any time before the official opening. Alterations made before opening time must be initialed by Applicant.

Request for Applications does not obligate the County to select a depository. The County reserves the right to reject any or all applications. The County also reserves the right to cancel or reissue the Request for Applications.

The undersigned agrees, if this application is accepted, to furnish all services upon which fees or interest rates are offered and upon the terms and conditions in the Specifications. The period for acceptance of this application will be thirty (30) calendar days unless a different period is noted by Applicant.

Two copies of the bound and sealed application are required plainly marked with the applicant's name and address and the application title 2007- County Depository Application. Applications are not to be opened until the final submission date and hour noted.

Applications must be submitted on the attached Application Form. Failure to comply with this stipulation could be the basis for the application to be disqualified. Supplemental information about the Applicant's services may be included as an addendum to the application but not in place of response requirements.

By returning the Application Form, the Bank certifies that all rate and fee bids are to be firm for one (1) month.

**SPECIFICATIONS FOR COUNTY DEPOSITORY APPLICATION
COUNTY FUNDS**

It is the intent of Nueces County to execute a contract with a bank wanting to be designated as the County Depository. By returning the Application Form, Bank acknowledges that it understands the Local Government Code, Chapter 116.000 through 116.155 as passed by the 70th Leg. 1987 and amended by the 1991, 72nd Leg., and the 1995, 74th Leg. that pertain to the managing and safekeeping of County funds and will comply with these statutes.

DURATION The Depository contract will be effective for a two-year term. If a timed deposit maturity extends beyond the expiration date of the contract, the managing bank will pledge sufficient securities required for public funds to Nueces County to provide for the maturity of the time deposit.

SELECTION CRITERIA: Award of the contract shall be under the selection process described herein. A committee appointed by the Commissioners Court will evaluate all submissions in response to this solicitation. Five (5) divisions of selection criteria are assigned weighted values for purposes of evaluation as follows:

- 1) Qualifications of the Proposer; demonstrated understanding of the County’s overall requirements; and experience of account representatives assigned to the account. (Weight 5%)
- 2) Total net cost of services. (Weight 30%)
- 3) Net rate of return on County funds. (Weight 25%)
- 4) Past and prospective financial condition and capacity of Proposer (Weight 10%)
- 5) Ability to meet service requirements (30%)

SUBMITTING FINANCIAL STATEMENTS All banks wishing to be designated as the County Depository must state the amount of the Bank’s paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of the application.

GOOD FAITH GUARANTEE Bank must submit with the Application Form a certified cashier’s check in the amount of \$616,083.13 made payable to Nueces County as a guarantee of good faith. The check will be held by the County until the Bank is selected and the securities have been pledged.

AMOUNT TO BE PLEDGED The initial amount of securities to be pledged against Nueces County funds must be done within fifteen (15) days of being selected and shall be adequate to fully collateralize the funds of Nueces County according to the laws of the State of Texas and shall continuously remain as such. The amount is subject to change as deposits fluctuate, with the approval of the County Judge. Securities pledged must be held at the Federal Reserve Bank.

PAYMENT OF SERVICES Bank will specify fees required for services. Banking services not detailed on the Application Form will be provided at no cost. Payment for services will be made on a quarterly basis.

INVESTMENTS MADE OUTSIDE COUNTY DEPOSITORY Nueces County reserves the right to make external investments according to the laws of the State of Texas and the Investment Policy of Nueces County.

INTEREST AND INTEREST RATE Variable interest rate bids and fixed interest rate bids on accounts, certificates of deposit, and term and overnight repurchase agreements shall be quoted by the Bank. Nueces County reserves the right to select the rate most favorable to the county any time during the term of the contract, subject to banking laws.

INTEREST BEARING ACCOUNTS Nueces County will have accounts established under these specifications for disbursing checks written on Nueces County funds. Checks and transfers will be written from these accounts; Wire transfers, ACH transfers, internal bank transfers or deposits will be made from these accounts. For monthly activity estimates for each account, see Appendix I. These estimates may vary during the duration of the contract.

SERVICES PROVIDED:

REPORTS

1. A detailed monthly collateral-to-deposit report is required. The report shall contain security descriptions, par value/current face 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 collateral will be 110% of county deposits.

2. It is requested that as a part of the application the Bank will provide an on-line microcomputer communication link to a minimum of three (3) County departments for daily reporting on fund balances, collateral and ledger balances and detail debits and credits.

3. 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
- average collected balance
- price levels for each activity
- earnings allowance
- daily average float
- reserve requirements
- monthly volumes by type

A sample account analysis format must be provided as part of the application.

4. Bank will have and maintain a minimum 5 percent primary capital to assets ratio (net worth to total assets) as compiled on the Federal Financial Institutions Examination Council Form 032. Copies of the FFIEC Form 32 statement will be included in the application and shall be a continuing quarterly reporting requirement of the Bank. Should the primary capital to assets ratio fall below 5 percent, the County reserves the right to terminate the depository contract.

STATEMENTS Monthly account statements will be provided with all corresponding checks, debit and credit memos, etc., in sequence order. This statement shall show the number of checks, check number, date cleared and amount, deposit and deposit items posted, daily ledger balances,

average daily ledger balance for the month, average daily collected balance for the month and other items on which charges are based. Such statements shall be provided within five working days after calendar month-end. Daily notice shall be provided for all account adjustments.

CONTACT PERSON Bank will specify a local Officer of the Bank who will be responsible for attending to inquiries, requests for services, and daily activities regarding the managing of Nueces County account.

OVERDRAFT PROVISIONS There shall be no charge for overdrafts when the total of all demand deposits in the depository covers the overdraft.

NSF ITEMS All NSF items shall be re-deposited twice before a charge is made.

STALE DATED CHECKS The Bank will agree not to honor stale dated checks on Nueces County accounts that are not endorsed by the County as acceptable.

STANDARD DISBURSEMENT SERVICES Standard disbursing services for all accounts are required to include the payment of all County checks upon presentation.

STANDARD DEPOSIT SERVICES The 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 Banks established deadline will be credited daily. On occasion, same day credit will be required on low volume, high dollar deposits after Banks established deadline for deposits.

ACCOUNT RECONCILIATION The County requires a monthly bank account reconciliation plan for all accounts (See Appendix II). Magnetic media will be required for certain designated accounts.

AUTOMATIC OVERNIGHT INVESTMENT FACILITY Funds remaining in all accounts will be pooled and automatically invested on an overnight or week-end basis. The bank will allocate the pro-rata share of total interest to each account based on each account's investable balance.

OTHER SERVICES As described on the Application Form, the Bank will acknowledge services provided and attendant fees for such.

FORM FOR COUNTY DEPOSITORY APPLICATION

Interest Bearing Checking Accounts:

Variable*
Interest Margin

Fixed
Interest Rate

***Variable Rate = 91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction) + Margin (Based on basis points).**

Example: If 91 Day US T-Bill effective rate is 5.2% and basis points are 1.0, the variable rate is 6.2%

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 - 1 year | + _____ basis points | + _____ basis points |
| 6. Maturity over 1 year | + _____ basis points | + _____ basis points |

Certificates of Deposit - Fixed Interest Rate

| | |
|--------------------------|---------|
| 1. Maturity 7-29 days | _____ % |
| 2. Maturity 30-59 days | _____ % |
| 3. Maturity 60-89 days | _____ % |
| 4. Maturity 90-179 days | _____ % |
| 5. Maturity 180 - 1 year | _____ % |
| 6. Maturity over 1 year | _____ % |

| | YES | NO | DOLLAR AMOUNT OF FEE |
|--|-----|----|----------------------------|
|--|-----|----|----------------------------|

Services Provided:

1) Monthly Account Analysis
(Individual and Group)

Comment:

**2) Automatic Balance Reporting
on Daily Activity**

Comment:

3) Wire Transfer:

Incoming

Outgoing

Repetitive

Non-Repetitive

Comment:

| | YES | NO | DOLLAR AMOUNT OF FEE |
|--|-----|----|----------------------|
|--|-----|----|----------------------|

4) **ACH Service Transfers:** Outgoing _____

Computerized _____

Comment:

5) **In-House Account Transfers:** Repetitive _____

Non-repetitive _____

Computerized _____

Comment:

6) **Account Maintenance on Checking Accounts:** _____

Comment:

| | YES | NO | DOLLAR AMOUNT OF FEE |
|--|-----|----|----------------------------|
|--|-----|----|----------------------------|

7) Furnish deposit slips, deposit books, and endorsement stamp: _____

8) Night depository services, including bags: _____

9) Stop payments issued: _____

Comment:

10) Overdrawn Accounts: _____

11) Returned Items: _____

12) Account Reconciliation, per Acct.: _____

 Paid Checks Tapes, per Acct.: _____

 Check Sort Account (checks) _____

Comment:

| | YES | NO | DOLLAR AMOUNT OF FEE |
|--|-----|----|----------------------------|
|--|-----|----|----------------------------|

13) Allow eligible repurchase agreements or eligible money market mutual funds from the Bank's portfolio of US Government obligations on an overnight or monthly basis: _____

Comment:

14) Computer telecommunications link from which Nueces County accounts will be monitored by only authorized individuals in the District Clerk, County Clerk and Tax Collector-Assessor Offices: _____

Comment:

15) Controlled Disbursement Accounts: _____

Comment:

| | YES | NO | DOLLAR AMOUNT OF FEE |
|--|-----|----|----------------------------|
|--|-----|----|----------------------------|

16) Zero-Balance Accounts:

Comment:

17) Courier Service once a day:

Comment:

**18) ATM located on first floor of
the Courthouse:**

Comment:

**19) Bank Teller Training for up to
seven County employees:**

Comment:

| | YES | NO | DOLLAR AMOUNT OF FEE |
|--|-----|----|----------------------------|
|--|-----|----|----------------------------|

20) Contingency Plan of Action in the event electronic services, ACH in particular, are interrupted for an indefinite period of time:

Comment:

21) Describe the type of data recovery you have for emergency or catastrophic events:

Comment:

22) Short-term Financing:

Fixed Rate _____% Variable Rate _____%

Interest on loans will be calculated on a 360-day basis.

23) Payment for Services:

THE COUNTY ELECTS TO PAY FOR SERVICES BY CHECK ON A QUARTERLY BASIS.

The County requests that the Bank bill and accept check payment for services at the unit prices indicated in the previous sections. If the County elects to pay the bank for services, each account billing will be presented quarterly in hard copy with charges being on a straight fee basis with account balances not being a factor in deciding the fees that are due.

24) Other Options:

Nueces County will consider other application options such as no fee for services, as appropriate, that the Bank may propose.

25) Are there any additional charges for the requested collection, disbursement, investment or miscellaneous services not previously covered? If so, please describe and show the fee per unit.

| Service: | Fee/Unit |
|---|-----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| TOTAL (Average monthly charges for all services) | \$ _____ |

Bank must complete the below information to validate the application for the Depository contract.

The undersigned affirms that they are fully authorized to execute this application by providing the county with a resolution from the Board of Directors of the submitting bank authorizing or empowering the undersigned to execute this application; that this Bank has not prepared this application in collusion with any other applicant; and that the contents of this application as to fees, interest rates, terms, or conditions of said application have not been communicated by the undersigned, nor by any employee or agent, to any other applicant or to any other person(s) engaged in this type of business before the official opening of the this application.

Name and address of Applicant:

All Unsigned Applications will be Disqualified

Signature:

Name:

Title:

Phone No:

APPLICATION FOR NUECES COUNTY DEPOSITORY CONTRACT

The paid up capital stock of the Bank is \$ _____, and the permanent surplus of the Bank is \$ _____. A certified cashier's check for \$616,083.13 made payable to Nueces County accompanies this application and is tendered under the terms of the law (Local Government Code, Section 116.023) and these specifications.

_____ is hereby authorized to receipt for said check upon return.

(Applicant Bank)

By: _____

The following is to be signed when check is returned to applicant bank:

Received certified cashier's check for \$ _____ for _____
(Bank)

Date: _____

By: _____