

NOTICE TO BANK APPLICANTS  
INVITATION TO APPLY AS DEPOSITORY OF WEBB COUNTY

Notice is hereby given that the County of Webb is now accepting Proposals for Depository of Funds belonging to the County of Webb pursuant to Chapter 116 of the Texas Local Government Code as well as certain trust and court registry funds held by the Webb County District and County Clerk pursuant to Chapter 117 of the Texas Local Government Code.

Proposals must be submitted in TWO ORIGINALS with five (5) identical copies in a sealed envelope to the office of the Webb County Clerk. Proposals may be either hand delivered or mailed to:

Webb County Clerk's Office  
c/o Honorable Margie  
Ramirez Ibarra  
Webb County Clerk  
1110 Victoria St., Suite 201  
Laredo, Texas 78040

Sealed envelopes must be marked as follows:

**PROPOSAL RFP 2013 - 007**

**“Application for Depository of Funds Belonging to the County of Webb as well as Certain Trust and Court Registry Funds held by the Webb County District and County Clerks.”**

Proposals must be received by 2:00 P.M. Friday, May 17, 2013. Proposals will be publicly opened and read at the County Clerk’s office.  
Banks must submit their application using Webb County’s application form.

The depository contract will be awarded by the Commissioners Court for four years, with option to extend for 2 more years under terms negotiated by Commissioners Court as per Local Government Code 116.021 at a regular meeting of the Webb County Commissioners Court.

The successful applicant will be required to furnish collateral in the form of securities and in amounts detailed in Texas Revised Civil Statute Annotated Article 842a, Local Government Code 116.051, 116.058, 116.060, 117.024 and 117.028. All securities pledged are subject to the approval of Commissioners Court. Monthly reports on all collateral securities will be made to both the County Treasurer and Auditor and shall include the par value and market value of each. Requests for substitutions of collateral shall be made in writing and subject to approval of the Commissioners Court.

Proposals must be accompanied by a certified check in the amount of ½ of 1 percent of Webb County's 2012 audited revenue (said sum being **\$681,292.00**) and a second certified check for ½ of 1 percent of the average daily balances of the registry funds held by Webb County District and County Clerks for calendar year 2012 in accordance with Texas Local Government Code 116.023 & 117.021 (d) (said sum being **\$44,450.00**) as evidence of good faith.

The Webb County Commissioners Court shall have the right to accept the proposal offering the most favorable terms and conditions for handling of such funds. The Commissioners Court in its sole discretion shall have the right to reject any and all proposals.

The application form will be available as of Friday, April 19, 2013 between 8:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M. at the Webb County Treasurer's Office located in the William N. Hall Administration Building, 1110 Washington, Suite 202, Laredo, Texas 78040. It will also be available on the website at: [www.webbcountytexas.gov](http://www.webbcountytexas.gov) (go to departments, click on Purchasing Agent/Public Notices RFP's). For questions regarding this invitation please contact Ms. Delia Perales, Webb County Treasurer at (956) 523-4146 email: [perales@webbcountytexas.gov](mailto:perales@webbcountytexas.gov) . Answers to the questions will be posted on the website.

Published in accordance with Texas Local Government Code 116.022 & 117.022 by:

Honorable Danny Valdez  
Webb County Judge  
County of Webb, Texas

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To be published by Laredo Morning Times:

Friday, April 19, 2013

Friday, April 26, 2013

Friday, May 3, 2013

Size: 4 X 7



*Honorable Danny Valdez*  
*Webb County Judge*

April 19, 2013

To: PROSPECTIVE DEPOSITORY BANK APPLICANTS

Webb County, Texas, a political subdivision of the State of Texas, hereby solicits Requests for Application/Proposals for the Webb County Depository Bank for the 2013-2017 term (four year contract, with option to extend for 2 more years under terms negotiated by the Commissioners Court as per Local Government Code 116.021).

Attached you will find copies of the information and forms necessary to prepare for your Application/Proposal:

- Depository Bank Selection Process
- Evaluation of Applications/Proposals
- Depository Bank Selection Timetable
- Proof of No Delinquent Taxes Owed to Webb County
- Conflict of Interest Disclosure (pages 6 – 7)
- Proposer Information

Following this general information (pages 1-8) is the **Specification and Application/Proposal Sheets for County Depository and Attachments A and B**, pages 1-30, which will become the Depository Contract.

## DEPOSITORY BANK SELECTION PROCESS

### Prospective Applicant/Proposer Conference

A formal pre-application/proposal conference will only be held at the written request of an applicant/proposer or applicants/proposers. The purpose of this conference is to discuss with prospective applicant(s) the work to be performed and to allow them to ask questions arising from their review of this APPLICATION/PROPOSAL REQUEST. The pre-application/proposal conference is for information only. Answers furnished will not be official until verified in writing by the Webb County Treasurer's Office. Answers that change or substantially clarify the APPLICATION/PROPOSAL REQUEST will be affirmed in writing; copies will be provided to all financial institutions.

### Submission of Application/Proposal

The Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, are to be used by the prospective bidder to submit its Bank Depository Proposal to Webb County. Bidders shall respond only to the Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, and in order to be considered a responsive bid, the Bank shall fill in all blanks on the Specification and Bid Sheet with Bid information, and Attachments A and B, pages 1-30, and only complete the provided copy as presented, noting any changes.

Two (2) original copies and five (5) identical copies of the Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, plus the Certified Checks noted in Section 19 of the Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, must be received by 2:00 P.M., Central Standard Time, Friday, May 17, 2013, and addressed as follows:

Webb County Clerk's Office  
c/o Honorable Margie  
Ramirez Ibarra  
Webb County Clerk  
1110 Victoria St., Suite 201  
Laredo, Texas 78040

Application/Proposals received after 2:00 P.M., (C.S.T.) will be considered late and will not be accepted. The time clock in the County Clerk's Office is considered the official time clock.

### **Application/Proposals should be clearly marked:**

**PROPOSAL RFP 2013 - 007**  
**“Application for Depository of Funds Belonging to the County of Webb as well as Certain Trust and Court Registry Funds held by the Webb County District and County Clerk.”**

Applications will remain valid for thirty (30) days after the opening of the Applications/Proposals.

## EVALUATION OF APPLICATION/PROPOSALS

Application/Proposals will be evaluated by the Webb County Treasurer, who will make Depository Contract recommendations to the Commissioners Court, with the objective of providing a Bank Depository Contract for a four year term (2013-2017), with option to extend for 2 more years under terms negotiated by the Commissioners Court as per Local Government Code 116.021 which will be in the best interest of Webb County.

**Webb County will choose one of the Bid Alternatives from Section 9 of the Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, for County Depository of Webb County, Texas for award of the Depository Contract. To be considered a responsive Application/Proposal, each Bank must complete all sections of the four year contract, with option to extend for 2 more years under the terms negotiated by the Commissioners Court as per Local Government Code 116.021, term Bid Alternatives.**

A Bank shall respond only to the Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, for County Depository of Webb County, Texas, and in order to be considered a responsive bid, a Bank shall fill in all blanks on the Specification and Bid Sheet and Attachments A and B, pages 1-30, and complete only the provided copy as presented and identify any changes to terminology contained.

Bidders are requested not to separate the Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, into binders or to re-type material, but rather to utilize the original material in its presented format for standard comparison.

The Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, must be signed in all appropriate places by a duly authorized Bank Officer.

Depending on the amount of time required for evaluation of Application/Proposals, it is anticipated that the Commissioners Court will award a four year term contract (2013-2017), with option to extend for 2 more years under terms negotiated by the Commissioners Court as per Local Government Code 116.021, County Depository on Tuesday, May 28, 2013, during its regular weekly meeting beginning at 9:00 A.M. in the Webb County Courthouse Building, Second Floor, 1000 Houston St., Laredo, Texas 78040.

The Commissioners Court of Webb County reserves the right to reject in part or in whole any and all four year term (2013-2017), with option to extend for 2 more years under terms negotiated by the Commissioners Court as per Local Government Code 116.021, Application/Proposals, waive minor technicalities, and award the Application/Proposal that best serves the interest of Webb County.

## DEPOSITORY BANK SELECTION TIMETABLE

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- Friday, April 19, 2013,  
• Friday, April 26, 2013 and  
• Friday, May 3, 2013
- Depository Application/Proposals  
Advertised in Newspaper
- 
- Friday, April 19, 2013
- Depository Application/Proposals shall be made available to applicants at the office of the Webb County Treasurer, 1110 Washington, Suite 202, Laredo, TX 78040 Monday thru Friday between 8:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M. It will also be available on the website at: [www.webbcountytexas.gov](http://www.webbcountytexas.gov) (click on Purchasing Agent/Public Notices RFP's)
- 
- Shall be scheduled following a written request at: [perales@webbcountytexas.gov](mailto:perales@webbcountytexas.gov)
- Pre-Application/Proposal Conference
- 
- Friday, May 17, 2013
- Application/Proposals Due/Opened 2:00 p.m. at Webb County Clerk's Office located at 1110 Victoria Street, Suite 201, Laredo, Texas 78040 (Purchasing Department will be opening proposals)
- 
- Tuesday, May 28, 2013
- Contract will be Awarded on Tuesday, May 28, 2013 at Webb County Commissioners Court meeting. Webb County Court House, 1000 Houston Street, 2<sup>nd</sup> Floor, Laredo, Texas 78040
- 
- Monday, June 10, 2013
- Qualification of County Depository and Complete FIRREA Requirements/Filing of Depository Funds (Depository of Funds Pledge Agreement)
-

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name \_\_\_\_\_ owes no delinquent property taxes to Webb County.

\_\_\_\_\_ owes no property taxes as a business in Webb County.  
(Business Name)

\_\_\_\_\_ owes no property taxes as a resident of Webb County.  
(Business Owner)

\_\_\_\_\_  
Person who can attest to the above information

**\* SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas  
County of Webb

Before me, a Notary Public, on this day personally appeared \_\_\_\_\_, know to me (or proved to me on the oath of \_\_\_\_\_) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_ 2013.

Notary Public, State of Texas

\_\_\_\_\_  
(Print name of Notary Public here)

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

## Webb County

### Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Webb County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Danny Valdez
2. Commissioner Mike Montemayor
3. Commissioner Rosaura "Wawi" Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, Chairman, 49<sup>th</sup> Judicial District
7. Judge Becky Palomo, 341<sup>st</sup> Judicial District
8. Judge Monica Notzon, 111<sup>th</sup> Judicial District

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, Texas 78040.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor or other person doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.  
 A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.  
 (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_

Signature of person doing business with the governmental entity

\_\_\_\_\_

Date

Adopted 06/29/2007

Proposer Information

Name of Proposer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Person Authorized to Sign Proposal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Indicate status as to "Partnership", "Corporation", "Land Owner", etc.

\_\_\_\_\_

\_\_\_\_\_  
(Date)

Note:

All submissions relative to these Proposals shall become the property of Webb County and are nonreturnable.

If any further information is required please call the Webb County Purchasing Agent, Dr. Cecilia May Moreno, at (956)523-4125 or Administrative Assistant, Leticia Gutierrez, at (956)-523-4127.

**SPECIFICATION AND APPLICATION/PROPOSAL SHEETS FOR COUNTY  
DEPOSITORY**

**2013-2017 FOUR-YEAR CONTRACT, WITH OPTION TO EXTEND FOR 2 MORE  
YEARS UNDER THE TERMS NEGOTIATED BY THE COMMISSIONERS COURT AS  
PER LOCAL GOVERNMENT CODE 116.021**

TO: The Honorable Judge Danny Valdez  
Webb County, Texas

The undersigned Bank, hereinafter referred to as Depository Bank, desires to offer a bid for the depositing of Webb County Funds, as well as certain trust and court registry funds, which the County of Webb may tender for deposit for a four (4) year term, with option to extend for 2 more years under the terms negotiated by the Commissioners Court as per Local Government Code 116.021, as awarded by the Webb County Commissioners Court, on May 28, 2013 and effective on a date of mutual agreement.

**1. DEPOSITORY BANK**

Amount of Paid in Capital Stock      \$ \_\_\_\_\_  
Permanent Surplus                              \$ \_\_\_\_\_  
Total Stockholders Equity as of:  
    Date \_\_\_\_\_                              \$ \_\_\_\_\_

Current Bank Credit Rating By:

Moody's (Long Term/Short Term)      \_\_\_\_\_

Standard & Poor's (Long Term/Short Term)      \_\_\_\_\_

Fitch Ratings      \_\_\_\_\_

A copy of the Bank's most recent audited Financial Statements or Annual Report shall be included as a part of Attachment B to this Application/Proposal.

## **2. DEPOSITORY BANK COMPLIANCE WITH STATE LAW**

The Depository Bank will comply with all provisions of Chapters 116 and 117 of the Texas Local Government Code. The Depository Bank agrees to perform all duties therein specified and will execute any and all instruments and documents necessary to evidence such obligation to the County of Webb. In accordance with Chapter 116 of the Texas Local Government Code, within fifteen (15) days after the selection of the Depository Bank, it shall be the duty of the Bank to qualify as Depository in the manner set forth by the Commissioners Court.

## **3. TERM OF CONTRACT**

In accordance with Chapter B 116.021 of the Local Government Code, this four year Contract (with option to extend for 2 more years under terms negotiated by the Commissioners Court as per Local Government Code 116.021) will take effect as soon as the required bond is given and approved by Commissioners Court or as soon as a Pledge Contract is approved by Commissioners Court. Said Contract shall remain in effect until sixty (60) days after the time fixed by Law for the next selection of a Depository Bank. The maximum maturity date of any time deposit or other interest bearing instrument with the Depository Bank under the terms of the Contract shall be ninety (90) days beyond the time fixed by Law for the selection of the next Depository Contract.

## **4. CONTRACT RE-NEGOTIATION**

It is understood, that if the Webb County Commissioners Court awards a four (4) year Depository Contract, in accordance with LGC 116.021, that this four year Contract allows the Depository Bank to establish, on the basis of negotiations with Webb County, new interest rates and financial terms of the Contract that will take effect during the final two years of the Contract if:

- (1) The new financial terms do not increase the prices to Webb County by more than 10 percent; and
- (2) Webb County has the option to choose the initial variable interest rate option (offered in the original Contract) or to change to the new fixed or variable interest rates proposed by the Depository Bank.

## **5. COLLATERALIZATION OF WEBB COUNTY FUNDS**

Once a four year contract is awarded, under Chapter 2257, Texas Government Code, the Depository Bank will furnish securities or surety bonds as required by Law, and consistent with the Webb County Investment Policy, and will execute a Securities Pledge Contract and/or surety bond in the amount equal to the maximum deposit of Webb County Funds under this Contract. The Commissioners Court will accept and the Depository Bank will pledge the form of securities as described hereinafter and/or surety bond used to secure the funds of Webb County. The

personal bond or bonds, or contract for securities pledged shall be conditioned on the faithful performance of all the duties and obligations devolving by law upon such Depository Bank, and for the payment upon presentation of all checks drawn upon "demand deposit" accounts in the Depository Bank by the County Treasurer of Webb County, and all checks drawn upon any "time deposit" accounts, upon presentation after the expiration of the period of notice required in the case of "time deposits"; and that said County funds shall be faithfully kept by said Depository Bank and accounted for in accordance with the Law. The amount of the securities so pledged and/or surety bond executed shall be fixed by the Commissioners Court and the market value as priced by a primary dealer of said securities or amount of surety bond shall be equal to or exceed total collected funds on deposit at any and all times. Whenever there shall accrue to Webb County funds in excess of the amount of securities so pledged and/or surety bond so executed, the Depository bank agrees to make additional pledges or provide additional surety in amounts sufficient to cover the increased deposits immediately.

The County Treasurer will notify the Bank of the need for additional collateral and/or release of collateral, typically by electronic means, by 10:30 A.M. C.S.T. on the day of such transactions.

Webb County is to be placed at no expense in regard to the supervision of excess collateral and/or the pledge, substitution, or withdrawal of securities/surety bonds transacted on behalf of Webb County.

Said securities or surety bonds shall be placed for safekeeping with a disinterested third party financial institution in the State of Texas, at the direction of the County Treasurer. Said institution shall provide the County Treasurer with Safekeeping Receipts for all transactions, by 10:30 A.M. C.S.T. on the day of such transactions. Monthly reports or more often if required, of all collateral securities shall be provided to the County Treasurer, which shall include the par value and market value of each item.

Market prices shall be obtained from a primary dealer; accrued income, if not included in the market price, shall be added to the market price to arrive at the security's market value. Surety Bonds approved by the Commissioners Court shall be handled and filed in accordance with the Statutes of the State of Texas.

Should the Depository Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposit and the interest on such deposits, or in any manner breach its contract with Webb County, Webb County shall give written notice of such failure or breach to the Depository Bank, and the Depository Bank shall have three (3) Banking days to cure such failure or breach. In the event the Depository Bank shall fail to cure such failure or breach within three (3) Banking days or should the Depository Bank be declared insolvent by a federal bank regulatory agency, it shall be the duty of the third party safekeeping agent, upon demand of Webb County (supported by proper evidence of any of the above-listed circumstances), to surrender the above-described collateral to Webb County. Webb County may sell all or any part of such collateral and out of the proceeds thereof, pay Webb County all

damages and losses sustained by it, together with all expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, accounting to the Depository Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

Any sale of such collateral, or any part thereof, made by Webb County hereunder may be either at public or private sale; provided, however, it shall give to both the third party safekeeping agent and the Depository Bank two (2) hours notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder thereof for cash. Webb County and the Depository Bank shall have the right to bid at such sale.

The Webb County Commissioners Court shall select the form of securities pledge contract or surety bond used to secure Webb County funds in accordance with Chapter 2257 of the Texas Government Code which requires the Depository Bank to provide for the care, safekeeping and custody of securities in which the sinking funds for the redemption and payment of outstanding bonds may be invested. Access to said securities will be permitted only by Commissioners Court and in the presence of authorized representatives of the Depository Bank, County Treasurer, and County Auditor. Appropriate records for maintaining collateral will be prescribed by the County Auditor.

## **6. REPOSITORY OF COUNTY FUNDS**

The Depository Bank shall serve as a Repository of funds for Webb County, and as a source of Webb County investments, as directed by the County Treasurer, in secured investments allowed under Federal and State Law and in accordance with the Webb County Investment Policy.

The Commissioners Court of Webb County shall determine and designate from time to time, through the County Treasurer, the character and amount of Webb County funds which will be deposited by it in the Depository Bank and shall be "demand deposits" and similarly the character and amount of funds which shall be "time deposits" at such rate or rates as may be lawful and stipulated in the Depository Contract. The term "demand deposits" as used herein shall mean any deposit which is payable on demand and the term "time deposits" as used herein shall mean any deposit placed with the Depository Bank for a specified period of time.

Time deposits and other investment instruments may be withdrawn by Webb County prior to the expiration of the specified time period upon notice in advance of said withdrawals and subject to routine penalties, if any, imposed by Banking Law, which may, at the discretion of the County be paid from Earnings Credits consistent with procedures prescribed by the County Auditor and laws of the State of Texas, or in another mutually agreeable manner, excepting early withdrawal penalties incurred during the first six (6) days of the life of a deposit since the use of Earnings Credits, for such may not legally comply with Federal Law.

In the event all or part of a time deposit is withdrawn seven (7) or more days after its issue date, but before its maturity date, the Depository Bank may adjust the interest rate used to compute interest on the time deposit to the rate, as selected from the time

deposit bid alternatives, applicable to the period for which the deposit was actually held.

## 7. DEPOSIT OF WEBB COUNTY FUNDS

The Depository Bank will handle all deposits and fund transfers as directed by the County Treasurer of Webb County, except for those funds under the legal authority of the Tax Assessor-Collector or other County Officials who have authority over certain County funds, who shall direct such transactions. County Funds shall be disbursed by the Depository Bank only in accordance with Sections 113.041-113.043 of the Texas Local Government Code. The County Treasurer and Tax Assessor-Collector may make cash and coin deposits for same day credit until 3:00 P.M. C.S.T. on banking days and until 12:00 Noon C.S.T., or until a later time if agreed by the Bank, on bank holidays which are not Webb County holidays. The County Treasurer and Tax Assessor-Collector may make encoded or unencoded check deposits until 12:00 Noon C.S.T., on banking days, and until 12:00 Noon C.S.T., or until a later time if agreed by the Bank, on bank holidays which are not Webb County holidays. The County Treasurer and Tax Assessor-Collector may make encoded or unencoded check deposits until 3:00 P.M. C.S.T. on banking days and encoded check deposits until 6:00 P.M. C.S.T. on banking days for same day ledger credit. Transactions handled on a bank holiday that is not a Webb County holiday will be processed by the Bank on the next banking day and credited to Webb County on the next banking day.

The Depository Bank will provide Webb County deposit access to meet all Depository Bank deadlines for credit of checks through all Clearinghouse Systems daily. Depository Bank must be able to accommodate remote deposits, or Check 21 compliant deposits, in which electronic images of negotiable instruments are transmitted to the Depository Bank through the County Treasurer/Tax Assessor-Collector and/or any other Webb County Department. Bank will make available such technology, in a manner prescribed by statute. Such deposits will be processed for same day ledger credit.

The Depository Bank shall notify the County Treasurer or a County Treasurer designee or the Tax Assessor-Collector or designee, upon discovery, by telephone, email, or fax when any Webb County deposit is out of balance. The Bank will notify the Webb County Treasurer immediately when federal or state banking legislation is introduced that may significantly impact industry regulations or responsibilities. The Bank will notify the County Treasurer immediately of these proposed changes and the impact that the changes will have on County Treasurer functions, daily operations and costs, if any.

The Depository Bank hereby certifies that it maintains a main operating Headquarters or Branch, defined as being a State or National bank domiciled in Webb County, capable of providing all services to Webb County, including a fully secured bank vault and courier service delivery area.

Address: \_\_\_\_\_  
\_\_\_\_\_

If the address of the delivery location for either check or cash/coin deposits is different than the above address, list below.

Checks: \_\_\_\_\_

Cash/Coin: \_\_\_\_\_

The Depository Bank will provide the County with such demand and time accounts the County deems necessary or useful to its purposes. These accounts may include, but are not limited to, the following accounts. The authorized county representative for each account is designated. Where two representatives are listed, signatures of both are required for disbursements or transfers drawn on the corresponding accounts unless otherwise noted. The County reserves the right to designate, in writing, new authorized representatives for its accounts as necessary during the life of the contract. Signature verifications will be in accordance with the Depository's policies.

### Current Webb County Accounts

- Account A** - General Operating Account  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)
- Account B** - Payroll Account  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)
- Account C** - Jurors Payroll Account  
Delia Perales
- Account D** - District Attorney Hot Check Trust Fund Account  
Isidro Reimundo Alaniz
- Account E** - Sheriff's Jail Inmate Account – NIB  
Martin Cuellar (individually)  
Jose Angel Lopez III  
Federico Garza  
Jose R. Salinas  
Pedro Arredondo  
(any two signatories required)
- Account F** - Tax Assessor/Collector State Highway Fund  
Patricia Barrera (individually)  
San Juana Gamez  
Rosalinda Moncivais  
Mary Ethel Novoa

- Rosa Hernandez  
(any two signatories required)
- Account G -** Clerk of District Courts-Regular Account  
Maria Esther Degollado (individually)  
Elsa R. Galvan  
Elva A. Reyes  
Sara Coffman  
(any two signatories required)
- Account H -** Clerk of District Courts - Special Account – NIB  
Maria Esther Degollado (individually)  
Elsa R. Galvan  
Elva A. Reyes  
Sara Coffman  
(any two signatories required)
- Account I -** Tax Assessor/Collector Motor Vehicle Sales & Use Tax  
Patricia Barrera (individually)  
San Juana Gamez  
Rosalinda Moncivais  
Mary Ethel Novoa  
Rosa Hernandez  
(any two signatories required)
- Account J -** Tax Assessor/Collector State Tax Fund  
Patricia Barrera (individually)  
San Juana Gamez  
Rosalinda Moncivais  
Mary Ethel Novoa  
Rosa Hernandez  
(any two signatories required)
- Account K -** Tax Assessor/Collector Laredo Junior College Tax Fund  
Patricia Barrera (individually)  
San Juana Gamez  
Rosalinda Moncivais  
Mary Ethel Novoa  
Rosa Hernandez  
(any two signatories required)
- Account L -** Tax Assessor/Collector Vehicle Inventory Tax  
Patricia Barrera (individually)  
San Juana Gamez  
Rosalinda Moncivais  
Mary Ethel Novoa  
Rosa Hernandez  
(any two signatories required)
- Account M -** Tax Assessor/Collector Webb County Drainage District I  
Patricia Barrera (individually)  
San Juana Gamez

Rosalinda Moncivais  
Mary Ethel Novoa  
Rosa Hernandez  
(any two signatories required)

**Account N -** Tax Assessor/Collector City of Rio Bravo  
Patricia Barrera (individually)  
San Juana Gamez  
Rosalinda Moncivais  
Mary Ethel Novoa  
Rosa Hernandez  
(any two signatories required)

**Account O -** Sheriff Commissary Account - NIB  
Martin Cuellar (individually)  
Jose Angel Lopez III  
Federico Garza  
Jose R. Salinas  
Pedro Arredondo  
(any two signatories required)

**Account P -** Community Supervision & Corrections Department  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)

**Account Q -** Interest and Sinking Fund  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)

**Account R -** Tax Assessor/Collector-City of El Cenizo  
Patricia Barrera (individually)  
San Juana Gamez  
Rosalinda Moncivais  
Mary Ethel Novoa  
Rosa Hernandez  
(any two signatories required)

**Account S -** Appellate Judicial System  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)

**Account T -** Health Insurance County Contribution  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)

- Account U** - Workers Compensation County Contribution  
 Delia Perales  
 Leo Flores  
 Margie Ramirez Ibarra  
 (any two signatories required)
- Account V** - County Clerk Trust Fund - NIB  
 Margie Ramirez Ibarra  
 Lucina Dominguez  
 (one signatory required)
- Account W** - Elections Administration  
 Oscar L. Villarreal
- Account X** - District Attorney 49<sup>th</sup> Judicial District  
 Isidro Reimundo Alaniz
- Account Y** - Retiree Health Account -  
 Delia Perales  
 Leo Flores  
 Margie Ramirez Ibarra  
 (any two signatories required)
- Account Z** - Pool Forfeiture Account  
 Isidro Reimundo Alaniz
- Account AA** - Cash Bond Account - NIB  
 Martin Cuellar (individually)  
 Jose Angel Lopez III  
 Jose R. Salinas  
 Federico Garza  
 Pedro Arredondo  
 (any two signatories required)
- Account BB** - County Clerk Online Account  
 Delia Perales  
 Leo Flores  
 Margie Ramirez Ibarra  
 (any two signatories required)
- Account CC** - Webb County Tax Assessor Collector, Property Tax Internet Account  
 Patricia Barrera (individually)  
 San Juana Gamez  
 Rosalinda Moncivais  
 Mary Ethel Novoa  
 Rosa Hernandez  
 (any two signatories required)
- Account DD** - Webb County Tax Assessor Collector, Motor Vehicle Internet Account  
 Patricia Barrera (individually)  
 San Juana Gamez  
 Rosalinda Moncivais

Mary Ethel Novoa  
Rosa Hernandez  
(any two signatories required)

**Account EE** - WCAD Bus. Rendition Penalty  
Patricia Barrera (individually)  
San Juana Gamez  
Rosalinda Moncivais  
Mary Ethel Novoa  
Rosa Hernandez  
(any two signatories required)

**Account FF** - MVD & Property Tax Internet Account  
Patricia Barrera (individually)  
San Juana Gamez  
Rosalinda Moncivais  
Mary Ethel Novoa  
Rosa Hernandez  
(any two signatories required)

**Account GG** - Casa Blanca Golf Course  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)

**Account HH** - Alternative Service Concepts  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)

**Account II** - Webb County Investment Account  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)

**Account JJ** – Webb County COB Sr03  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)

**Account KK**– Webb County COB Sr06  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)

**Account LL**– Webb County COB Sr08 A  
Delia Perales  
Leo Flores  
Margie Ramirez Ibarra  
(any two signatories required)

## **8. DISBURSEMENTS**

At no time may Webb County funds be electronically removed from the Depository Bank, except as authorized by Federal or State Statute, or as further agreed to by the Depository Bank and Webb County. At no time may the Depository Bank pay out funds of Webb County unless said payment is presented to the Depository Bank by the County Treasurer, or by the respective officials authorized to sign. The Depository Bank shall provide, at no cost to Webb County, any and all security products and services protecting against unauthorized electronic or paper disbursements including ACH transactions, EFT, wire transfers, counterfeit checks or other fraudulent activity. These security products and services may include, but are not limited to, positive pay and ACH blocks and filters. The Depository Bank must offer ACH transactions for Webb County employees' direct deposit to other domestically located banks. Approximately 1,500 Webb County employees have direct deposit for bi-weekly payroll.

The Depository Bank shall not honor a check after 180 days of issuance of the check for all Webb County checking accounts.

## **9. WEBB COUNTY INVESTMENTS**

Webb County will award a four year contract term, with option to extend for 2 more years under the terms negotiated by the Commissioners Court as per Local Government Code 116.021, and one of the two alternatives associated with that contract term. To be considered a responsive bidder for a four year contract term, the Bank must complete all Bid Alternatives, being Bid Alternatives #1A, #1B, and #1C.

The Depository Bank will pay interest on Webb County time deposits at a Fixed Rate for a four year term if Bid Alternative #1A is selected by County. If County selects Bid Alternative #1B, the Depository Bank will pay interest on Webb County time deposits at a Variable Rate for a four year term.

The Bank will provide the County, if requested, a fully automated "sweep" product whereby Webb County's excess collected balances can be automatically invested in a repurchase agreement in securities as specified in the Public Funds Investment Act, Chapter 2256, Texas Government Code. The securities will be held by an independent third party safekeeping agent, under a tri-party safekeeping agreement. The Bank will pay Webb County on the basis of the daily Federal Funds Effective Rate.

It is understood that all Time Deposits shall have a minimum term of seven days and will be subject to penalty for early withdrawal. Interest shall be computed on an actual 365 day basis and shall be paid at maturity or at three month intervals on investments of one year and greater. At maturity, principal and interest will be deposited to Webb County accounts as directed by the County Treasurer.

The Depository Bank will pay interest earned on all time deposits, Money Market Investment Accounts, NOW Accounts, or equivalents, Security Repurchase Agreements and any and all other investments of Webb County funds invested with the Depository Bank under Section 7 of this Contract on the date of maturity and will make interest payments available to the County Treasurer in an agreeable form no later than 9:00 A.M. C.S.T., at the end of the earning period.

Webb County maintains the right to invest, utilizing the External Brokerage Market or Depository Bank, all or a portion of Webb County funds in investments as authorized by Chapter 2256 of the Texas Government Code and authorized in the Webb County Investment Policy.

**BID ALTERNATIVE #1A**

**FOUR YEAR CONTRACT TERM, WITH OPTION TO EXTEND FOR 2 MORE YEARS**  
**UNDER TERMS NEGOTIATED BY THE COMMISSIONERS COURT AS PER LOCAL**  
**GOVERNMENT CODE 116.021**

**FIXED RATE – TIME DEPOSITS**

	<b><u>Rate of Interest</u></b>	
	<b>Deposits of less than \$100,000</b>	<b>Deposits of \$100,000 or more</b>
Maturity 7 days - 29 days	_____ %	_____ %
Maturity 30 days - 59 days	_____ %	_____ %
Maturity 60 days - 89 days	_____ %	_____ %
Maturity 90 days - 179 days	_____ %	_____ %
Maturity 180 days - Less Than 1 Year	_____ %	_____ %
Maturity 1 Year or More	_____ %	_____ %

**BID ALTERNATIVE #1B**

**FOUR YEAR CONTRACT TERM, WITH OPTION TO EXTEND FOR 2 MORE  
YEARS UNDER TERMS NEGOTIATED BY THE COMMISSIONERS COURT AS PER  
LOCAL GOVERNMENT CODE 116.021**

**VARIABLE RATE – TIME DEPOSITS**

	<b>Deposits of less than \$100,000</b>	<b>Deposits of \$100,000 or more</b>
Maturity 7 Days - 29 days 91 Day Treasury Bill Bond Equivalent Yield	_____Basis Points	_____Basis Points
Maturity 30 Days - 59 days 91 Day Treasury Bill Bond Equivalent Yield	_____Basis Points	_____Basis Points
Maturity 60 Days - 89 days 91 Day Treasury Bill Bond Equivalent Yield	_____Basis Points	_____Basis Points
Maturity 90 Days - 179 days 180 Day Treasury Bill Bond Equivalent Yield	_____Basis Points	_____Basis Points
Maturity 180 Days - Less Than 1 Year 180 Day Treasury Bill Bond Equivalent Yield	_____Basis Points	_____Basis Points
Maturity 1 Year or More 180 Day Treasury Bill Bond Equivalent Yield	_____Basis Points	_____Basis Points

**BID ALTERNATIVE #1C**

**FOUR YEAR CONTRACT TERM, WITH OPTION TO EXTEND FOR 2 MORE  
YEARS UNDER TERMS NEGOTIATED BY THE COMMISSIONERS COURT AS PER  
LOCAL GOVERNMENT CODE 116.021**

**DEMAND ACCOUNTS**

All Webb County Checking accounts will be interest bearing accounts (unless otherwise specified) at a rate of:

Fixed Rate \_\_\_\_\_

or

Variable Rate \_\_\_\_\_

## 10. GENERAL SERVICES

The Depository Bank will furnish the County Treasurer with a Controlled Disbursement and Balance Reporting Program. The Balance Reporting Program shall include an Online Cash Management Banking Service System with the Bank, with daily access as required by the County Treasurer and Tax Assessor-Collector, and County Auditor as well as telephone and fax connection. All previous day account information (ledger balance, collected balance, month-to-date average collected balance, one-and two-day float, total debits and total credits, detail debits and credits and the previous day's Controlled Disbursement totals) shall be available to the Webb County Treasurer no later than 7:30 A.M. C.S.T., each banking day. Information regarding totals and Controlled Disbursement items to be funded by Webb County at the end of the current day shall also be available by 8:00 A.M. C.S.T. each banking day. Funds shall be available on a real time basis.

The Depository Bank shall make available to Webb County at no charge all software interfaces, technical support, and training required for transaction processing, security, and reporting functionality.

The Depository Bank will, at no charge to Webb County, provide Webb County with wire transfer, electronic funds transfer, and automated clearing house (ACH) services, through correspondent banks of the Depository Bank, through the Federal Reserve System, and as may be required.

The Depository Bank will, at no charge to Webb County, provide Webb County with an Automated Stop Payment Program, or its equivalent, and Positive Pay for Fraud Control purposes.

The Depository Bank will furnish the County Treasurer a monthly report of Accounts Analysis for all Webb County funds, on or before the 20<sup>th</sup> day of the following month, which shall include the average daily interest bearing and non-interest bearing transaction account balances for such month.

The Depository Bank must provide Webb County monthly reports regarding pending collections for fraud, forgery, or counterfeit items on any Webb County account. The Depository Bank must use best efforts to identify, collect and prosecute any and all cases of criminal conduct with regard to Webb County accounts.

The Depository Bank will provide Automatic Teller Machines, to Webb County, as directed by the County Treasurer, with no costs or fees charged to Webb County. The Depository Bank shall routinely review, service, and upgrade ATM's for maximum functionality of daily operations. Depository Bank will furnish, upon timely request, mobile ATM for special County functions. Depository Bank agrees to place an ATM in a designated County department for three months, allowing Depository Bank to analyze the cost effectiveness of providing this service.

The Depository Bank shall make available to Webb County all security products and services currently in use and in development for maximum integration and regulatory compliance.

The Depository Bank will provide an "on site" efficiency review of daily business activity of Webb County annually, as requested by the County Treasurer, which shall be implemented by a mutually acceptable qualified consultant.

The Depository Bank will furnish Webb County, as directed by the County Treasurer, at no charge electronic check clearing devices for Deposit Express Services, and Merchant Services to include Check Conversion, Third Party Check Guarantee services, Credit Cards and Debit Cards, and software support to process the daily electronic deposits. The check scanning devices and software will increase the efficiency to transmit the daily checks for deposit to the Depository Bank for same day credit service until 6:00 P.M. C.S.T. on any business day. Depository Bank will provide Deposit Express Services to the County at no cost. Merchant services will be provided at the cost to the bank.

The Depository Bank will utilize its best efforts at all times to limit debits and credits to Webb County accounts for correction of Bank or County errors, including encoding errors, and make all debit and credit advices available for pick-up by Webb County on the date following the posting date.

The Depository Bank will provide payroll cards at no charge and waive all transaction fees to Webb County or its employees (cardholders) who do not have a checking or savings account. Waived fees include but are not limited to: 1) ATM domestic withdrawal fee at Depository Bank's ATMs; 2) ATM domestic balance inquiry fee at Depository Bank's ATMs; 3) duplicate card fee; 4) replacement card fee; 5) overspending fee; 6) statement fee; 7) customer service live agent call; 8) customer service VRU call.

The Depository Bank will accept County department deposits with foreign checks and/or money orders payable to Webb County in U.S. Dollars and send to collections at no charge or fee to the County.

It is understood that the Depository Bank will allow Webb County a Daylight Overdraft Limit of \$1,000,000.00 per banking day for all Webb County accounts, subject to review on a quarterly basis to insure adequate coverage.

Hardware, software, training for electronic check deposits, and minimum configuration requirements will be provided by the Depository Bank. The system must support Image Replacement Documents (IRD) or Image Exchange, and Account Receivable Check Conversion (ARC).

## **11. INTERNAL BANK TRANSFERS**

Webb County shall utilize electronic (EFT, ACH) wire transfer, checks, or paper transfers drawn on Webb County Funds, for funds transferred between Webb County accounts within the Depository Bank on banking days which are not Webb County holidays. Check or paper transfers may be made until 9:00 P.M., C.S.T., on Banking days. Said transactions shall be made only upon the authorization of the County Treasurer and/or his/her designee, or Tax Assessor-Collector and/or his/her designee for those funds under his/her jurisdiction prior to transfer to the County Treasurer, and in accordance with procedures established by the County Auditor and consistent with the Webb County Investment Policy. Transactions handled on a bank holiday that is not a Webb County holiday will be processed by the Bank on the next banking day and credited to Webb County on the next banking day. Depository Bank will initiate bank holiday procedures for acceptance of Webb County deposits on the holiday, without fail. Webb County must be able to contact the Cash Vault and Item Processing personnel in the event of a service failure on bank holidays.

## **12. RECONCILIATION OF WEBB COUNTY ACCOUNTS**

The Depository Bank will furnish the County Treasurer, Tax Assessor-Collector, County Auditor, and other account managers a statement of the balance in each account, together with total checks cleared and total checks held against each account, in numeric order, at the end of each month, plus a computer direct link for downloading all Webb County activity for the stated month, or agreed timeframe, on or before the 2<sup>nd</sup> working day of the following month. The Depository Bank agrees to reconcile any differences in account balances within 30 days following written notification of such imbalances by the County Treasurer. The County Treasurer requires receipt of electronic check images, front and back, in a CD-ROM or other means.

## **13. RETURNED ITEMS**

The Depository Bank will charge back to specified Webb County accounts all checks, drafts, or exchanges, which may be returned uncollected or unpaid for any reason, on the same day of rejection and release such checks, drafts, or exchanges, to the County Treasurer for purposes of collection. The Depository Bank will debit specified Webb County Accounts for purposes of reimbursement of such returned items, as directed by the County Treasurer at no charge to Webb County.

## **14. WEBB COUNTY DEPOSITORY BANK LIAISON**

The County Treasurer of Webb County as custodian of Webb County Funds and Investments Officer of Webb County will be the liaison between Webb County and the Depository Bank and shall handle all dealings between Webb County and the Depository Bank except for those items under the direct control of the Tax Assessor-Collector or other County Officials who have authority over certain County funds. The

County Auditor shall have general oversight and involvement in dealings between Webb County and the Depository Bank as may be deemed necessary, and as in accordance with the Law.

**15. DEPOSITORY BANK ACCOUNT EXECUTIVE**

The Depository Bank will provide Webb County with a Senior Account Executive, acceptable to Webb County, whose responsibilities shall be to serve as primary liaison between the Depository Bank and Webb County. Said Account Executive shall be provided from a main operating Headquarters or Branch who shall be readily available to the County Treasurer to help resolve issues as they may arise on a daily basis.

**16. EARNINGS CREDITS ON ACCOUNT BALANCES**

Charges for services should be offset by an earnings credit on monthly account balances.

**NOTE: The County of Webb usually maintains a minimum balance of 1.5 million on non-interest bearing accounts.**

Please specify Bank’s calculations in your bid.


**17. BUSINESS CONTINUITY AND DISASTER RECOVERY**

Depository Bank must have an established Business Continuity Plan to ensure that essential functions of the organization are able to continue in the event of serious adverse circumstances. The Depository Bank must create a Business Continuity Plan that is specific to Webb County and communicate that plan in writing to the Webb County Treasurer and County Auditor. The plan must include a detailed Disaster

Recovery component and must identify key staff support with contact information, should the Disaster Recovery Plan be initiated.

## **18. TRANSITION COSTS**

Depository Bank shall provide financial assistance to Webb County to mitigate the costs of transitioning from Webb County's current depository, to a new depository. Depository Bank shall mitigate all transition costs, including but not limited to: 1) technology set-up; 2) training; and 3) printing of forms. Depository Bank may be required to place in escrow an amount for payment of transition costs as incurred. At the end of this Contract's term, Webb County may apply any funds remaining in such escrow account to reduce banking fees or cost of business fees with Depository Bank.

## **19. CERTIFIED CHECKS**

A certified or cashier's check in the amount of \$681,292.00 as required by Law, payable to the County of Webb **MUST** be attached hereto as guarantee of good faith in making application for becoming the Depository Bank for the Public Funds under the jurisdiction of Webb County. It is understood that such check will not be deposited or invested by Webb County, except as liquidated damages for failure to qualify in a timely manner as County Depository Bank, if so chosen. In the event that said Bank is not awarded a four year (2013-2017) Webb County Bank Depository Contract, said original check shall be returned upon the official qualification and award of Contract to another Bank.

A certified or cashier's check in the amount of \$44,450.00 as required by Law, payable to the County of Webb **MUST** be attached hereto as guarantee of good faith in making application for becoming the Depository Bank for the Trust Funds of the County and District Clerks of Webb County. It is understood that such check will not be deposited or invested by Webb County, except as liquidated damages for failure to qualify in a timely manner as County Depository Bank, if so chosen. In the event that said Bank is not awarded a four year (2013-2017) Webb County Bank Depository Contract, said original check shall be returned upon the official qualification and award of Contract to another Bank.

## **20. MOST FAVORED NATION CLAUSE (MFN)**

Depository Bank will extend to Webb County its most competitive prices for comparable products and services that are offered to its best commercial and governmental clients, anywhere. Fees for all soft costs such as security (Positive Pay, Blocks and Filters, Embedded Seals, etc.), account maintenance charges, item processing, information system reports, routine supplies, safety deposit box fees, custodian fees, miscellaneous charges, costs for collateralization and any and all non-hard costs shall be waived.

## 21. DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the County Clerk of Webb County no later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The forms for reporting are attached:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Webb County Clerk's Office located at 1110 Victoria, Suite 201, Laredo, TX 78040.

## 22. GENERAL CONTRACT MATTERS

A Bank shall respond only to the Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, and in order to be considered a responsive bid, a Bank shall fill in all blanks on the Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, complete only the provided copy as presented, identifying any changes to terminology or figures contained in the Bid. Webb County reserves the right to retain original wording in the Contract Bid, which may have been changed by the Bidder, without rejection of the entire Bid Contract.

Webb County requires that all banking services, programs, equipment functionality, time frames, and technology shall equal or surpass similar provisions for Webb County under the 2013-2017 Bank Depository Contract.

The Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, must be signed in all appropriate places by a duly authorized Bank Official.

**Upon selection of a Depository Bank and the award of the 2013-2017 four year term Bank Depository Contract, by the Commissioners Court, this Specification and Application/Proposal Sheets for County Depository and Attachments A and B, pages 1-30, shall become the official Depository Contract between Webb County and the Depository Bank.**

It is understood that the Bank awarded the 2013-2017 four year term Bank Depository Contract, shall comply with all aspects of the 1989 Financial Institution Reform, Recovery and Enforcement Act (FIRREA) which requires the Board of Directors or Loan Committee of said Bank, to formally approve this Specification and Bid for County Depository of Webb County, Texas for 2013-2017, plus Attachments A and B, pages 1-30, as the Depository Contract between said Bank and Webb County, such action preferably to take place during the 15 days of Qualification as County Depository, following official award of said Contract by the Webb County Commissioners Court. The Commissioners Court of Webb County reserves the right to reject any and all bids for the four year (2013-2017) Bank Depository Contract, with option to extend for 2 more years under terms negotiated by the Commissioners Court as per Local Government Code 116.021.

**ATTACHMENT A  
DEPOSITORY BANK FEE SCHEDULE  
2013-2017**

	<b>MAINTENANCE COST PER MONTH</b>	<b>UNIT COST PER MONTH PER ITEM</b>
<b><u>TRANSITION ALLOWANCE</u></b>	\$	
<b><u>ACCOUNT MAINTENANCE</u></b>		
Regular and Money Market Checking	\$	\$
Controlled Disbursements	\$	\$
<b><u>DEPOSITS/CREDITS</u></b>	\$	\$
<b><u>CHECKS PAID</u></b>	\$	\$
<b><u>TELLER POSITIVE PAY</u></b>	\$	\$
<b><u>ITEMS DEPOSITED – ENCODED</u></b>		
On Us	\$	\$
Local Clearinghouse	\$	\$
In District Federal	\$	\$
All others	\$	\$
<b><u>ITEMS DEPOSITED - UNENCODED - Encoding Charge</u></b>		
On Us	\$	\$
Local Clearinghouse	\$	\$

	<b>MAINTENANCE COST PER MONTH</b>	<b>UNIT COST PER MONTH PER ITEM</b>
In District Federal	\$	\$
All others	\$	\$
<b><u>ZERO BALANCE ACCOUNTS</u></b>		
Master	\$	\$
Subsidiary	\$	\$
<b><u>VAULT SERVICES -per \$100 deposited</u></b>	\$	\$
<b><u>DEPOSIT CORRECTIONS</u></b>	\$	\$
<b><u>EXCESS COLLATERAL FEE</u></b>	\$	\$
<b><u>OVERDRAFT FEE</u></b>	\$	\$
<b><u>COLLECTED OVERDRAFT INTEREST CHARGE</u></b>	\$	\$
<b><u>STOP PAYMENTS (AUTOMATED)</u></b>	\$	\$
<b><u>STOP PAYMENTS (MANUAL)</u></b>	\$	\$
<b><u>ONLINE CASH MANAGEMENT SERVICES FEES</u></b>	\$	\$

	<b>MAINTENANCE COST PER MONTH</b>	<b>UNIT COST PER MONTH PER ITEM</b>
<b><u>CHECKS DEPOSITED RETURNED</u></b>		
Per Check	\$	\$
Telephone	\$	\$
Special Handling	\$	\$
<b><u>RETURN ITEM - RECLEARED</u></b>	\$	\$
<b><u>EXTRA STATEMENTS (No charge for one per account per month)</u></b>	\$	\$
<b><u>ACCOUNT ANALYSIS REPORT</u></b>	\$	\$
<b><u>WIRE TRANSFER OF FUNDS</u></b>		
Incoming	\$	\$
Outgoing - Repetitive initiated via PC	\$	\$
Internal Repetitive - Initiated via PC	\$	\$
Telephone Initiated internal non-repetitive	\$	per wire
Telephone initiated internal repetitive	\$	per wire
Telephone initiated outgoing repetitive	\$	per wire
Telephone initiated outgoing non-repetitive	\$	per wire
PC initiated internal non-repetitive	\$	per wire
Bank assisted wires	\$	per wire
Transactions report via PC	\$	per wire

	<b>MAINTENANCE COST PER MONTH</b>	<b>UNIT COST PER MONTH PER ITEM</b>
Wire advice mail	\$ per wire	
Wire advice phone	\$ per wire	
<b><u>AUTOMATED CLEARING HOUSE (ACH) TRANSFERS</u></b>		
Incoming	\$	\$
Outgoing - Repetitive initiated via PC	\$	\$
Fraud Filters	\$	\$
Monthly Fees	\$	\$
<b><u>RECONCILIATION WITH SORT</u></b>		
Accounts	\$	\$
Items	\$	\$
Serial Sort only	\$	\$
<b><u>DATA TRANSMISSION OF FILE</u></b>	\$	\$
<b><u>DAILY BALANCE REPORTING</u></b>		
Accounts	\$	\$
Detail	\$	\$
<b><u>PAYROLL DIRECT DEPOSIT</u></b>		
Detail - Consumer One Day Credit	\$	\$

	<b>MAINTENANCE COST PER MONTH</b>	<b>UNIT COST PER MONTH PER ITEM</b>
Maintenance	\$	\$
Return Items	\$	\$
Pay Cards	\$	\$
<b><u>AUTOMATIC TELLER MACHINES</u></b>	\$	\$
<b><u>DEPOSIT TICKETS</u></b>	\$	\$
<b><u>DEBIT AND CREDIT SLIPS</u></b>	\$	\$
<b><u>ENCODING LABELS</u></b>	\$	\$
<b><u>BATCH HEADERS</u></b>	\$	\$
<b><u>ENCODING MACHINE RIBBONS</u></b>	\$	\$
<b><u>CASH STRAPS</u></b>	\$	\$
<b><u>COIN WRAPPERS</u></b>	\$	\$
<b><u>COIN ENVELOPES</u></b>	\$	\$
<b><u>CHECK DEPOSIT BOXES LOCKING PLASTIC</u></b>	\$	\$
<b><u>LOCKING DEPOSIT BAGS</u></b>	\$	\$
<b><u>LARGE COURIER BAGS</u></b>	\$	\$
<b><u>PLASTIC BAGS TAMPER PROOF</u></b>	\$	\$

	<b>MAINTENANCE COST PER MONTH</b>	<b>UNIT COST PER MONTH PER ITEM</b>
<b><u>CHANGE ORDERS</u></b>	\$	\$
Coin Roll	\$	\$
Currency Strap	\$	\$
<b><u>TELEPHONE LINES</u></b>	\$	\$
<b><u>SAFETY DEPOSIT BOX</u></b>	\$	\$
<b><u>THREE PART RECEIPT PAPER</u></b>	\$	\$
<b><u>FORM 98 VERIFICATION</u></b>	\$	\$
<b><u>CD ROM OF PAID ITEMS</u></b>	\$	\$
Maintenance	\$	\$
Items	\$	\$
Disk	\$	\$
<b><u>RESEARCH FEE</u></b>	\$	\$
<b><u>CPA AUDIT CONFIRMATION</u></b>	\$	\$
<b><u>FDIC INSURANCE</u></b>	\$	\$

<p><b><i>TO BE SIGNED BY BANK PRIOR TO BEING SUBMITTED TO COUNTY</i></b></p> <hr/> <p>BANK NAME</p> <hr/> <p>Address of Principal Place of Business</p> <hr/> <p>Name of Authorized Bank Official (please print)</p> <hr/> <p>Signature of Authorized Bank Official</p> <hr/> <p>Date</p>	<p><b><i>RESERVED FOR COUNTY SIGNATURES AFTER AWARD OF CONTRACT</i></b></p> <p>Approved this ____ day of _____, 2013 by the Webb County Commissioners Court.</p> <p>WEBB COUNTY</p> <hr/> <p>DANNY VALDEZ COUNTY JUDGE</p> <p>ATTESTED:</p> <hr/> <p>Margie Ramirez Ibarra Webb County Clerk</p> <p>APPROVED AS TO FORM:</p> <hr/> <p>Marco A. Montemayor Webb County Attorney*</p> <p><small>*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).</small></p>
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**Attachment B**

**Bank's most recent audited Financial Statements  
Or  
Annual Report**