**Primary Depository Bank Services DUE: March 25, 2021**



**SOLICITATION OVERVIEW**

***The City of South Padre Island, Texas is soliciting applications for:***

**TITLE: Primary Depository Bank Services**

**RFA# FIN2021-01**

**Due Date: 2:00 P.M. CDT, Thursday, March 25, 2021**

**Location: Office of the City Secretary**

**City of South Padre Island**

**4601 Padre Blvd.**

**South Padre Island, Texas 78597**

**Pre-Application Meeting:**

Interested applicants are encouraged to participate in a non-mandatory virtual pre-application meeting via Google Meet on Wednesday, March 3, 2021 at 11:00 A.M. CST. Pre-Application meeting:

Join via Google Meet: [meet.google.com/ctj-vzgy-nqc](https://urldefense.proofpoint.com/v2/url?u=https-3A__meet.google.com_ctj-2Dvzgy-2Dnqc-3Fhs-3D224&d=DwMFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=FRXZwlIVuS4bc-qBGTrynlbkA0WlDOmHz29TIW3LUZqFobs82MZS-LIP_-WXfFpD&m=TR5XQZL0MXbG5kqXkxED_Xx3jliuYjOs-lxkF1VPxms&s=K_GTvt4HRSW2oImkP2wn1Mu2FO1DMrclNanzlP-WYEo&e=)

Join by phone [+1 904-580-9430](tel:+1-904-580-9430;587719957) (PIN: 587719957)

**Public Opening of Applications:**

There will be a public opening of applications in the City offices on March 25, 2021 at 2:00 PM. Only the names of the applicants will be read aloud. Access to City Hall will be by appointment only. You may make the appointment by calling 956-761-8130.

Valley View Consulting, L.L.C. is assisting the City with the preparation and the evaluation of applications received.



**REQUEST FOR APPLICATIONS**

**RFA# FIN2021-01**

**PRIMARY DEPOSITORY BANK SERVICES**

     The City of South Padre Island, Texas (the “City”) is soliciting sealed applications from eligible and qualified banking institutions to provide primary depository bank services. The initial term shall commence October 1, 2021 and end September 30, 2023. At the option of the City, the contract may be extended for up to three (3) additional one-year periods under the same terms and conditions.

**PHYSICAL DELIVERY**

     One original (so marked) and four (4) complete copies of the application, and one Flash Drive containing the completed MS–Excel Fee Schedule, a PDF of the complete application (including all attachments), and good faith check for $5,000 payable to City of South Padre Island sealed and clearly marked **“DO NOT OPEN – Depository Services Application RFA# FIN2021-01**, shall be delivered no later than 2:00 P.M. CDT, on Thursday, March 25, 2021 and addressed:

Office of the City Secretary

City of South Padre Island

4601 Padre Blvd.

South Padre Island, Texas 78597

**NO APPLICATION WILL BE ACCEPTED AFTER 2:00 P.M. CDT ON THURSDAY, MARCH 25, 2021.**

**The Excel fee schedule information and a PDF of the complete application are required to be provided on a flash drive with the application.**

The application shall be accompanied by a good faith performance check in the amount of $5,000.00 made payable to the City of South Padre Island, Texas, and will be returned to each unsuccessful applicant immediately following contract award and to the successful applicant upon final acceptance and execution of the contract and implementation of services.

Applicants shall use this RFA as the official response form. Submitted prices, rates, conditions, and answers shall be included in final agreement. The signed, submitted response must include printed copies of all completed worksheets and will be deemed the applicant’s official response. To reduce errors and increase the ease of both response and evaluation, the City is providing the RFA in a MS-Word format and Bank Services Fee Schedule in MS-Excel format. The RFA is a protected Word document to enable the applicant to respond to the questions and incorporate comments into the RFA. Applicants must provide unit pricing for service items listed on the MS–Excel worksheet of the Bank Services Fee Schedule.

In order to provide for City staffing coverage, the RFA is being published early. The City is requesting that the terms offered in the application be honored from the RFA due date of March 25, 2021 and binding upon the beginning of contract date of October 1, 2021.

Please confirm your institutions ability to provide the terms offered in the application for the beginning of the contract date of October 1, 2021.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

Questions concerning this RFA should be directed in writing via email to:

Rodrigo Gimenez, MBA, CGFO | Chief Financial Officer and/or Maria Herrera, Assistant Finance Director

[RGimenez@MySPI.org](mailto:RGimenez@MySPI.org) / [MHerrera@MySPI.org](mailto:MHerrera@MySPI.org)

     Table of Contents

[INTRODUCTION 5](#_Toc64109013)

[REQUEST FOR APPLICATION 6](#_Toc64109014)

[CALENDAR OF EVENTS 6](#_Toc64109015)

[CRITERIA FOR EVALUATION 7](#_Toc64109016)

[APPLICATION SUBMITTED BY 8](#_Toc64109017)

[REQUIRED DISCLOSURES 9](#_Toc64109018)

[ACCOUNT ACTIVITIES 11](#_Toc64109019)

[REQUIRED BANK SERVICES 12](#_Toc64109020)

[SERVICES THAT MAY BE CONSIDERED 16](#_Toc64109021)

[COLLATERAL REQUIREMENTS 18](#_Toc64109022)

[INVESTMENT ACTIVITIES 20](#_Toc64109023)

[OVERDRAFT PROVISIONS 21](#_Toc64109024)

[OTHER STIPULATIONS 22](#_Toc64109025)

[MISCELLANEOUS 23](#_Toc64109026)

[EXHIBIT 1 25](#_Toc64109027)

[Bank Transactions by Account 25](#_Toc64109028)

[EXHIBIT 2 25](#_Toc64109029)

[Average Monthly Balances 25](#_Toc64109030)

[EXHIBIT 3 26](#_Toc64109031)

[Depository Bank Services Agreement 26](#_Toc64109032)

[BANK SERVICES FEE SCHEDULE 31](#_Toc64109033)

[REQUIRED ATTACHMENTS 33](#_Toc64109034)

# INTRODUCTION

**To be eligible to respond to this RFA, the financial institution must have a full service “brick & mortar” presence within the municipal boundaries of the City of South Padre Island.**

The City expects that the Depository Bank Services Agreement included in Exhibit 3 of this RFA detailing the required services be duly executed between the City and the selected financial institution.

Any and all charges and fees associated with the Depository Bank Services Agreement must be clearly and accurately included in the RFA response. The charges and fees represented in the RFA response shall overrule any and all previous bank service or other agreements between the City and the financial institution, as they relate to the accounts and services included herein. The City will not be obligated by any charges and fees not clearly and accurately presented in the RFA response. Services initiated after consummation of the Depository Bank Services Agreement shall carry charges and fees mutually agreed to, in writing, by the City and the financial institution. Regardless of time delay, the financial institution shall refund or credit the City for any erroneous charges and fees not agreed to in writing.

The City is soliciting applications for banking services currently utilized or being considered by the City. The City intends to manage its funds to minimize service charges and optimize investment income as authorized by policy and permitted by state law. Depending upon market conditions, future collected funds balances may be reduced and invested in other available investment alternatives.

The initial term shall be a two-year period of October 1, 2021 through September 30, 2023, with a provision for three (3) one-year extensions under the same terms and conditions, at the option of the City. A transition period not to exceed ninety (90) days for migration to a new bank at the end of the term must be provided.

The City reserves the right to open or close any number or types of accounts, as it deems necessary throughout the term of any agreement resulting from this RFA. Any fee charged for services not listed but later requested by the City will be mutually agreed upon in writing. All fees, rate formulas, and conditions shall be fixed for the entire term, including extensions.

The Depository Bank Services Agreement is an important component of the treasury and cash management system of the City, and the City requires a financial institution that is:

* Capable of providing the services required by the City,
* Willing to be attentive and responsive to the City’s financial matters, and
* Financially sound and meets the City’s requirements.

# REQUEST FOR APPLICATION

          Pursuant to Chapter 105 of the Texas Local Government Code, this RFA is intended to serve as the application form for the Depository Bank Services Agreement. There are multiple blanks to fill in and questions to be answered. The evaluation of the applications will be based on the responses included herein.

Exceptions, conditions, or qualifications to the provisions of the City’s specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by the respondent, if any, clearly stated and inserted in the appropriate place in the application submission.

Each of these exceptions, conditions, or qualifications to the City’s specifications may be included, as appropriate, in the contract documents. Items and matters not explicitly notated in this manner shall be deemed to be in conformance with the City’s specifications.

The RFA also requests certain information to be attached and specifically labeled. Responses must be complete, address all aspects of the RFA, and include all requested information to receive full consideration by the City in the selection process. The City may choose to waive any irregularities in any responses received and reserves the right to reject any and all applications.

The City desires to enter into a contract of mutual party benefit and will answer all questions pertaining to this RFA. Please note the following calendar of events for the dates and times of key elements in the application process.

# CALENDAR OF EVENTS

Thursday, February 25, 2021 RFA available to prospective financial institutions

Wednesday, March 3, 2021 Non-mandatory Pre-Application Conference via Google Meets (11:00 A.M. CST)

Monday, March 8, 2021 Deadline for Questions/Requests for Additional Information (5:00 P.M. CST) via email to [RGimenez@MySPI.org](mailto:RGimenez@MySPI.org) and [MHerrera@MySPI.org](mailto:MHerrera@MySPI.org)

Friday, March 12, 2021 Deadline for City Responses to Questions (5:00 P.M. CST),

**Thursday, March 25, 2021** **Responses due to City Secretary by 2:00 P.M. CDT**

Week of April 19, 2021 Bank Presentation/Demonstrations (if necessary)

Wednesday, May 19, 2021 City Council consideration of award (5:30 P.M. CDT)

Friday, October 1, 2021 New Depository Bank Services Agreement period begins

# CRITERIA FOR EVALUATION

The City shall carefully review the submitted applications. The evaluation of the applications will be based on the following criteria:

1. Financial strength and stability of institution;
2. Completeness of application and agreement to points outlined in the RFA;
3. Ability to perform and provide the required and requested services;
4. Reputation of applicant and quality of services;
5. Cost of services;
6. Earnings credit calculation on compensating balances;
7. Transition cost, retention and transition offers and incentives;
8. Funds availability;
9. Interest paid on interest bearing accounts and deposits;
10. Convenience of location(s); and
11. Previous service relationship with the City.

The City reserves the right to negotiate with all applicants regarding their applications, and to request oral presentations and/or demonstrations from any one or all respondents.

The City reserves the right to contact any applicant, at any time prior to award, to clarify, verify or request information regarding any application. The City reserves the right to waive any formality or irregularity, to make awards to more than one applicant, or to reject any or all applications.

The City will award the contract to the applicant(s) whose response provides the most advantageous terms for the City, based on all factors which have a bearing on price and performance of the required services including, but not limited to, compliance with all RFA requirements, delivery, and the City’s needs.

The City reserves the right to accept or reject any qualified applications, to reject all applications, and to waive minor informalities.

**IMPLEMENTATION**

Transfer of funds shall commence at such time as the successful applicant provides all required forms and supplies necessary to insure uninterrupted day-to-day operations to the City. The successful applicant commits its “best efforts” to complete the execution of documentation and transfer of funds by the October 1, 2021 start date.

The successful applicant, upon termination of any agreement resulting from this RFA, shall cooperate with a new bank for transfer of funds.

# APPLICATION SUBMITTED BY

This application is being submitted to the City by the following person duly authorized to act on behalf of this applicant.

Name of Financial Institution       FDIC or NCUA Certificate #

Address of Financial Institution

Telephone #

Email Address

Officer Name & Title (printed)

Officer Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature indicates respondent accepts the specifications, terms and conditions of this RFA and that applicant is not delinquent on any payment due the City or involved in any lawsuit against the City.

Date:

# REQUIRED DISCLOSURES

As defined in Section 105.015 (c), each applicant shall comply with the conflict of interest provision of Section 131.903 of the Texas Local Government Code in regard to the selection of the depositories:

Sec. 131.903. CONFLICT OF INTEREST.

(a) A bank is not disqualified from serving as a depository for funds of a political subdivision if:

(1) an officer or employee of the political subdivision who does not have the duty to select the political subdivision's depository is an officer, director, or shareholder of the bank; or

(2) one or more officers or employees of the political subdivision who have the duty to select the political subdivision's depository are officers or directors of the bank or own or have a beneficial interest, individually or collectively, in 10 percent or less of the outstanding capital stock of the bank, if:

(A) a majority of the members of the board, commission, or other body of the political subdivision vote to select the bank as a depository; and

(B) the interested officer or employee does not vote or take part in the proceedings.

(b) This section may not be construed as changing or superseding a conflicting provision in the charter of a home-rule municipality.

**In addition, the following disclosures apply:**

**Disclosure of interest:** Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of South Padre Island, Texas must file a completed conflict of interest questionnaire which is available at [www.ethics.state.tx.us](http://www.ethics.state.tx.us).  The conflict of interest questionnaire must be filed with the City of South Padre Island, Texas no later than the seventh business day after the later of the date that the person or agent begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposal or bid, correspondence, or writing related to a potential agreement.  An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Texas Local Government Code.

**Certificate of interested parties:** Section 2252.908 of the Texas Government Code applies to all contracts entered into on or after January 1, 2016.  The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.  The law applies, with a few exceptions, to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity. The electronic filing application process can be started on the Texas Ethics Commission website at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). **The City acknowledges that publicly traded business entities are exempt from this requirement.**

**Written Verification of Compliance with Chapter 2270:** In compliance with HB 793, the successful applicant will be required to submit a written statement that the applicant affirms that it abides by Chapter 2270 of the Texas Government Code and does not boycott Israel and will not boycott Israel during the term of the contract.

In compliance with Chapter 2252 Subchapter F, of the Texas Government Code, Prohibiting government contracts with a company doing business with Iran, Sudan or a foreign terrorist organization, the City of South Padre Island, Texas will not enter into a contract with a company reported on the LISTED COMPANIES per Section 2252.153.

# ACCOUNT ACTIVITIES

The City anticipates establishing an account configuration that consists of the following bank accounts:

* Operating Account
* Payroll Account
* Police Department Forfeiture Account
* Venue Debt Service Reserve Account
* Economic Development Corporation Accounts (2)

The **Operating Account** serves as the City’s master operating account. It is an interest-bearing commercial checking account into which checks are drawn, wires and ACH transfers are received, bank deposits are made, and credit card settlements are cleared. From this account, wire and ACH transfers are initiated, credit card fees and charge backs are presented, returned checks and deposit corrections are posted, and bank services account analysis fees are debited. Investment activity of purchases and sales are made from this account and it is the funding source for the Payroll Account.

The **Payroll Account** is an interest-bearing account funded by the Operating Account. From this account, the ACH files are prepared for employees with direct deposit and pay cards. Occasionally temporary workers receive checks. The City has approximately a 176-person payroll, paid bi-weekly, with an approximate amount of $295,000 per payroll. The City offers its employees direct deposit of payroll with approximately 95% of employees utilizing the direct deposit. The ACH files are prepared and transmitted on Monday afternoon or Tuesday morning for employee payment receipt on Wednesday.

During Springbreak, the City hires additional temps which would increase the number of employees to approximately 300. In summertime (June, July and August) the total employees could reach around 210.

The **Police Department Forfeiture Account** is an interest bearing account maintaining a balance of less than $130,000, with limited transactions and no checks.

The **Venue Debt Service Reserve Accoun**t is an interest bearing account maintaining a fairly stable balance averaging approximately $540,000 with limited transactions and no checks.

The **Economic Development Corporation** maintains two accounts. One account is an interest bearing account maintaining a fairly stable balance averaging approximately $415,000 with limited transactions and no checks. The other account is an interest bearing account maintaining a balance of $14,500 to $20,000, with routine deposit transactions, check writing, and debit and credit transactions from credit card activity.

# REQUIRED BANK SERVICES

The following services must be provided as described and/or be provided in an alternative form that results in essentially the same outcome or capability.

1. ON-LINE BANKING SERVICES – The City **requires** on-line banking services accessible through the internet that at a minimum include balance reporting, initiation of ACH debits and credits and wire transfers, and placement of stop payments on checks. Additional capabilities must include the ability to reprint statements and export information to MS-Excel. The minimum balance reporting information must be for intra-day and previous business day and include at a minimum: ledger balance, collected balance, one day float amount, total credits, total debits, and detail debits and credits, and must allow transaction search capability. Historical information must be maintained on-line and accessible for a minimum of twelve (12) continuous months.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. WIRE TRANSFERS – The on-line banking system must provide for initiating wire transfers as a normal course of business. Wires may be one time wire or be set up as repetitive wires of varying amounts. City also **requires** online banking system capabilities for daily notification (alerts) of incoming wires and monitoring of such incoming wire activity.

Yes, can provide as requested/required. No, cannot provide as requested/required.

**Comment:**

1. ELECTRONIC DATA INTERCHANGE – The City **requires** Electronic Data Interchange (“EDI”) service capability with the ability of obtaining monthly reports and transacting vendor payments.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. ACH – The City **requires** a robust ACH system with the capability to create ACH credits for direct deposit of payroll and vendor payments.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. ACH POSITIVE PAY aka ACH Fraud Filter – The City **requires** ACH positive pay/filter capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

Yes, can provide as requested/required. No, cannot provide as requested/required.

**Comment:**

1. POSITIVE PAY AND ACCOUNT RECONCILIATION SERVICE – The City **requires** positive pay on designated accounts from which checks are issued and full account reconciliation service on the Operating and Payroll accounts. The City electronically transmits the issued check files to the bank. Positive pay files must be transmitted electronically. Minimum payment verification criteria shall be payee name, date, check number, and amount. The City may approve and make pay/no pay decisions on any exception items.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. POST NO CHECKS – The City **requires** the fraud protection feature or service that prevents checks being presented for payment to be posted to designated accounts from which checks are not issued.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. EMPLOYEE CHECK CASHING – The City **requires** the bank to cash checks issued to employees (with proper identification) without service charges or fees to the employee or the City, and without requiring the employee to open an account with the bank.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. BANK STATEMENTS – The City **requires** that statements be rendered within five (5) working days after the close of the calendar month. Monthly cutoff of statements must occur on the last calendar day of each month. Accounts shall not be placed in dormant mode for inactivity. The statement shall include debits and credits made on the last day of the period and the detail items. Bank statements must be received monthly, even if there is no activity for the account. Checks and deposit slip images must be provided in a manner that the City can download them or save them to their internal storage systems.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. Remote Deposit Capture – The City **requires** remote deposit capture services and currently uses one scanner that is provided by the current depository bank at no charge.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. RETURNED CHECK REPROCESSING – The City **requires** deposited checks to be processed for collection at least twice before making non-paid checks available to the City. The City prefers to receive rejected items electronically. The City **requires** same day notification of all returned items in excess of $5,000.00.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. ACCOUNT ANALYSIS – The City **requires** account analysis statements by individual account and at group level, reflecting average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost, delivered to the City on a monthly basis. **This requirement applies to “No Fee” or “Fee Waiver” applications.**

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. PAYMENT FOR SERVICES and ACCOUNT SETTLEMENT – The City **expects** to pay for all services provided by the earnings credit amount generated by account balances, or by direct payment, or a combination of both. Settlement of the excess/deficient condition as reflected by the group level account analysis is **requested** to occur on a quarterly basis. If deficient, settlement must be made by direct debit to the City’s Operating Account.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. Balance ASSESSMENT – State how the bank will treat any Balance Assessment or balance based fee applicable to the City (i.e. Deposit Supervisory Fee, Premium Assessment Fee, etc.): (**Also, please reflect treatment on the attached Fee Schedule**) Please indicate if the assessment will be for all depository balances or non-interest bearing balances only.

Fees apply to only non-interest-bearing balances.

Fees to be waived.

Fees to be partially waived.

Fee to be passed in full to the City.

***Comment:***

1. RESERVE REQUIREMENT – Applicant must indicate whether or not a reserve requirement on balances used in calculating earnings credit is required.

Yes.

No

Reserve Requirement %

***Comment:***

1. EARNINGS CREDIT RATE – The bank must state the ECR and rate formula being proposed.

ECR %

Rate Basis (i.e. is there an index or is it a bank determination?):

How often will the ECR adjust if not indexed?

Rate Floor:

***Comment:***

1. INTEREST RATE OPTION – If balances are sufficient to cover all bank services and additional balances are available to earn interest, please state the current rate, the basis, and the floor if one is being offered:

Interest Rate %

Rate Basis (i.e. is there an index or is it a bank determination?):

Rate tiers based on balance?

Rate Floor:

Type of Account: (MMF, Interest Bearing Account, ICS, Investment Sweep Account):

Any Fees associated with the recommended investment option:

***Comments/additional info if desired to clarify determination of interest rate :***

# SERVICES THAT MAY BE CONSIDERED

1. INTEGRATED DISBURSEMENT SERVICES – The City may consider different levels of outsourcing for its disbursement function including, but not limited to, check printing and distribution.

Yes, can provide. No, cannot provide.

***Comment:***

1. COURIER SERVICE – The City may consider a courier service to make daily deposits from Municipal Building to the financial institution. Can the applicant provide this service and, if so, how would it be billed?

Fees to be waived.

Fees to be partially waived; billed through analysis.

Fee to be passed in full to the City; billed through analysis.

Cannot Provide.

***Comment:***

1. SMART SAFE– The City is considering the possible use of Smart Safe for the secure handling of cash receipts. Please provide details for this service including cost associated with this service. Please describe any requirements the City would have to consider for this service.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment*:**

***Please provide a detailed description of how this service is set up, including pricing options for transactions and all equipment:***

***Description*:**

1. PAYROLL CARDS – The City may consider the use of Payroll Cards for compensating employees that utilize this form of payment.

Yes, can provide as requested/required. No, cannot provide as requested/required.

**Comment:**

1. ELECTRONIC DATA INTERCHANGE – The City may considerElectronic Data Interchange (“EDI”) service capability with the ability of obtaining monthly reports and transacting vendor payments.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. ZERO BALANCE ACCOUNT - The City may consider zero balance accounts for its payroll and accounts payable disbursement accounts. The bank teller function must identify the accounts as a ZBA to ensure employee presentments made at the bank are honored.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

# COLLATERAL REQUIREMENTS

1. COLLATERALIZATION – The successful bank shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Government Code, and the City’s Investment Policy. **Ledger balance** shall determine the total balance level. The successful bank shall pledge collateral equal to or in excess of the required level on a **same day basis**.

The City shall approve, in advance and in writing, all proposed collateral.

If **prior day ending ledger balance** is to be used as the basis for calculating the required collateral pledge, in order to minimize any period where the City balances could be under collateralized, the City will require that the pledged amount be maintained at a minimum of 110% of the **prior day ending ledger balance**.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment*:**

1. Collateral Amount – The maximum ledger balances could exceed $25,000,000 in the aggregate. Historically, the average balances are less than $12,000,000. Applicant must clearly explain any collateral limitations or fees. The City reserves the right to maximize or minimize bank balances regardless of historical patterns. The successful applicant must monitor the collateral adequacy daily and provide additional collateral to secure balances as required.

Yes, can provide as requested/required. No, cannot provide as requested/required.

**Comment:**

1. COLLATERAL Custody – The pledged securities shall be held at an independent custodian acceptable to both the City and the successful bank. Monthly holding reports shall be filed with the designated contact of the City. Please provide the name of the proposed independent custodian as well as any related fees.

***Name of Proposed Custodian:***

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment*:**

1. Collateral Substitution – Any substitutions of the pledged securities or reductions in the total amount pledged shall be made only by and with the proper written authorization of an authorized City signatory.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment*:**

1. Collateral Report – The successful applicant **and** the custodial bank shall provide City a monthly pledged securities report or additional reports at any time requested by City. The report must describe the total pledged securities by:

Name

Type / Description

CUSIP

Par Value

Current Face Value

Maturity Date

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. Board Resolution – The Board of Directors or designated committee of the successful bank will be required to provide a FIRREA compliant resolution of certification approving the award of the agreement and commitment for delivery of the collateral to the custodian not later than five days before the commencement of the agreement period. The following is an extract of the FIRREA requirement from the FDIC Code:

e)  AGREEMENTS AGAINST INTERESTS OF CORPORATION.--   
    (1)  IN GENERAL.--No agreement which tends to diminish or defeat the interest of the Corporation in any asset acquired by it under this section or section 11, either as security for a loan or by purchase or as receiver of any insured depository institution, shall be valid against the Corporation unless such agreement--   
      (A)  is in writing,   
      (B)  was executed by the depository institution and any person claiming an adverse interest thereunder, including the obligor, contemporaneously with the acquisition of the asset by the depository institution,   
      (C)  was approved by the board of directors of the depository institution or its loan committee, which approval shall be reflected in the minutes of said board or committee, and   
      (D)  has been, continuously, from the time of its execution, an official record of the depository institution.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

# INVESTMENT ACTIVITIES

The Public Funds Investment Act in conjunction with the City’s Investment Policy shall govern the City’s investment activity and the successful applicant shall be required to provide services within the constraints of both.

1. Direct InvestmentS and SECURITY CLEARANCE/SAFEKEEPING SERVICES – The City’s direct investment activities may take place in any and all the City accounts. The City shall have the right, at its sole discretion, to direct investment of its funds. Interest earnings on interest bearing accounts shall be credited monthly regardless of the amount, with no minimum amount restriction. The Investment Policy outlines City’s options for investing. The Investment Policy is subject to annual review and revision by the City Council.

While not a requirement, the City prefers that the depository bank also provide safekeeping services for the securities owned by the City, or offers an alternative option for safekeeping services. All securities will be handled on a Delivery Versus Payment (DVP) basis as they are cleared into and out of the City’s account.

Ideally/Preferably, the bank will act as securities clearing agent for all security purchases made by the City and for sales of securities from the investment portfolio, and will provide the necessary wire transfer and physical delivery services required to support investment activities. Necessary controls will be negotiated with the bank. Confirmation of trades must be provided to the City within one (1) business day.

Security clearance and safekeeping services shall be governed by a "Safekeeping Agent” or similar agreement executed between the City and the bank. All interest payments on securities held are to be posted on the due date or on the next business day in the event the due date falls on a weekend or bank holiday. The City must be notified within seven (7) days of a call date notice for any securities being called prior to maturity.

The City prefers a web-based safekeeping transaction monitoring and reporting mechanism.

Please provide a schedule of securities safekeeping fees as Attachment 8 with the required Response Attachments.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. CONTINUATION OF CD’s – The successful applicant agrees to honor and continue any CD made during the term of any agreement resulting from this RFA that will mature after the expiration date of such agreement at the same rate established at the time of placement.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

# OVERDRAFT PROVISIONS

1. Net overdraft defined – The City does not intend to have a net overdraft position occur during the term of the agreement. A net overdraft shall be defined as a negative balance in the City’s accounts **collectively**, not by individual account.

Yes.  No

***Comment:***

1. Notification – In the event a check or checks shall be presented for payment where there is insufficient funds in City’s collective accounts, the successful applicant agrees to promptly notify the City’s Chief Financial Officer and Assistant Finance Director or other signatory person, by telephone or other electronic means, of the overdraft condition, and to provide the City a period not exceeding one business day to respond and rectify the condition.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

# OTHER STIPULATIONS

1. Right to cancel under Federal or State Law rulings – In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the successful bank to comply with the requirements of the agreement, then the City expressly reserves the right and privilege to cancel the agreement and to re-solicit applications.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. Right to Open & Maintain other accounts – The City reserves the right to open and maintain one or more demand, money market, NOW, and/or CD accounts at financial institutions not affiliated with the successful bank.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. Right to terminate – The City expressly reserves the right to terminate the agreement with or without cause at any time by providing ninety (90) days written notice to the successful bank to close its accounts.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. Terms fixed – All fees, rate formulas, and conditions shall be fixed for the entire agreement period, including any and all continuations.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. One relationship officer – The City requests **one** relationship manager to coordinate the successful bank’s efforts and remain directly responsible for facilitating all City/Bank interaction. Additionally, please include the resume of the relationship manager assigned to the City’s account.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Name** | **Title** | **Phone** |
| Relationship Officer |  |  |  |
| **Address** | | **Email Address** | |
|  | |  | |

# MISCELLANEOUS

1. Semi-annual meeting – The City shall require a review meeting at least once every six months to evaluate the working relationship between the City and the successful applicant. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. Formal Agreement Required – The final appointment of the successful applicant shall be made by the City Council of South Padre Island. The successful bank shall be required to enter into an agreement that incorporates all of the requirements of their official response to this RFA, along with the accompanying related schedules and materials as called for in this RFA. The formal agreements should include: a depository bank services agreement, a collateral custodial agreement, and a FIRREA compliant resolution of certification (see #6 under the Collateral Requirements).   
   ***A sample of the Proposed Agreement form is found as Exhibit 3***.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. TAMPERPROOF DEPOSIT BAGS – Will the bank provide tamperproof bags at no charge?

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. ENDORSEMENT STAMPS & OTHER SUPPLIES – Will the bank provide banks supplies at no charge?

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. RESEARCH – All research requests should be responded to within three business days of the request.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. BANK ERRORS – Bank errors resulting in lost interest to the City must be reimbursed by the bank to the City, utilizing a mutually agreed upon method of reimbursement.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

1. AUDIT CONFIRMATIONS – Successful applicant must provide account balance audit confirmations to the City’s audit firm annually at no charge.

Yes, can provide as requested/required. No, cannot provide as requested/required.

***Comment:***

This RFA is being offered by the following person duly authorized to act on behalf of the City:

Rodrigo Gimenez, MBA, CGFO

Chief Financial Officer

# EXHIBIT 1

## Bank Transactions by Account



# EXHIBIT 2

## Average Monthly Balances



# EXHIBIT 3

## Depository Bank Services Agreement

**THIS DEPOSITORY BANK SERVICES AGREEMENT** hereinafter called the “Agreement”, is made and entered into on the date last herein written by and between the City of South Padre Island, Texas, hereinafter called the “City”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank”, and provides as follows:

1. **Designation of Depository**. The City, through action of the City Council, on May 19, 2021, hereby designates Bank as a primary depository bank for the period beginning October 1, 2021, and continuing through September 30, 2023, with the option for three (3) one-year extensions under the same terms and conditions.

1. **General**. All services rendered to City by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank’s standard operations, policies, and procedures.
2. **Scope of Services**. Bank agrees to provide those services as described in the City of South Padre Island Request for Application for Depository Bank Services released on February 25, 2021, hereinafter referred to as the “RFA”. The RFA and Bank’s response to the RFA, hereinafter referred to as the “Application”, are incorporated herein by reference. Bank acknowledges that all services performed by Bank are subject to the approval of City.
3. **City Representatives**. During the term of this Agreement, City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

5. **Custodian**. City and Bank, by execution of this Agreement, hereby designate \_\_\_\_\_\_\_\_\_\_\_\_\_\_ as custodian, hereinafter called “Custodian”, to hold in trust, according to the terms and conditions of this Agreement, the collateral described and pledged by Bank in accordance with the provisions of this Agreement.

6. **Custodian Fees**. Any and all fees associated with Custodian’s holding of collateral for the benefit of City shall be paid by Bank and City will have no liability therefore.

7. **Entire Agreement**. The entire agreement between Bank and City shall consist of this Agreement, City’s RFA (except to the extent Bank took specific exceptions in the Bank’s Application), Bank’s Application, the Custodial Agreement with Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the “Banking Agreements”), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization**. All funds on deposit with Bank to the credit of City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), City’s Investment Policy, and Bank’s Application.

If marketable securities are pledged, the total market value of the securities securing such deposits shall be in an amount at least equal to the minimum required amount as per City’s Investment Policy. The market value of any pledged securities (collateral) must be obtained from non-Bank-affiliated sources. Bank shall monitor and maintain the required collateral margins and levels at all times.

Bank has heretofore, or will immediately hereafter, deliver to Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of City deposited with Bank. Custodian shall accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Custodian in trust so long as deposits of City remain with Bank. Bank hereby grants a security interest in such collateral to City.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, City may authorize the withdrawal of a specified amount of collateral, and Custodian shall deliver this amount of collateral (and no more) to Bank.

If surety bonds or letters of credit are utilized, City shall agree as to the issuer and form of contract prior to pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per City’s Investment Policy. The termination or expiration of any surety bond or letter of credit shall be a minimum of two (2) business days after City anticipates withdrawing the secured deposit.

9. **Pledge Receipts**. Custodian shall promptly forward to City copies of safekeeping or pledge receipts covering all such collateral held for Bank, including substitute collateral as provided for herein.

10. **Substitution of Collateral**. If Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with Custodian, with the advance written approval of City, it may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral so deposited with Custodian be less than the total sum of City’s funds on deposit with Bank, Bank shall immediately deposit with Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. Bank shall be entitled to income on securities held by Custodian, and Custodian may dispose of such income as directed by Bank without approval of City.

11. **Withdrawal of Collateral**. If at any time the collateral in the hands of Custodian shall have a market value in excess of the sum of the balances due City by Bank as required by City’s Investment Policy, City shall authorize the withdrawal of a specific amount of collateral. Custodian shall deliver this amount of collateral (and no more) to Bank, taking its receipt therefore, and Custodian shall have no further liability for collateral so redelivered to Bank.

12. **Default**. Should Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach the Banking Agreements with City, City shall give written notice of such failure or breach to Bank, and Bank shall have one (1) business day to cure such failure or breach. In the event Bank shall fail to cure any such failure or breach within one (1) business day or should Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of Custodian, upon demand of City, to surrender the above described collateral to City, or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract.

City may sell any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay City 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, and account to Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

13. **Sale of Collateral**. Any sale of such collateral, or any part thereof, made by City hereunder may be either at public or private sale, provided however, it shall give both Custodian and 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 therefore for cash. City and Bank shall have the right to bid at such sale.

14. **Release of Collateral**. When the relationship of City and Bank shall have ceased and when Bank shall have properly paid out all deposits of City, it shall be the duty of City to give Custodian notice to that effect; whereupon Custodian shall, with the approval of City, redeliver to Bank all collateral then in its possession belonging to Bank. An order in writing to Custodian by City and a receipt for such collateral by Bank shall be a full and final release of Custodian of all duties and obligations undertaken by it by virtue of these presents.

15. **Successors**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party’s successors and assigns.

16. **Compensation**. City and Bank agree that any compensation for the performance of all duties and services is set forth in the Application accepted by City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

17. **Consideration**. The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

18. **Counterparts.** The Banking Agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature shall also be deemed to constitute an original if properly executed.

19. **Authority to Execute**. The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Banking Agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so,

1. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Cameron County shall be the venue for any lawsuit arising out of this Agreement.
2. **Notices**. Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_

City: Mr. Rodrigo Gimenez, MBA,CGFO, Chief Financial Officer

City of South Padre Island

4601 Padre Blvd

South Padre Island, Texas 78597

Changes to notice information may be made by either party with written notification to the other party.

22. **Severability**. If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

23. **Binding Commitment**. Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

24. **Continuation**. Unless this Agreement is terminated sooner, Bank’s designation as the primary City Depository will remain continuously in effect through September 30, 2023, subject to execution of the extension options.

Executed by the undersigned duly authorized officers of the parties hereto:

**CITY OF SOUTH PADRE ISLAND, TEXAS BANK** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTEST: ATTEST:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# BANK SERVICES FEE SCHEDULE

|  |  |  |  |
| --- | --- | --- | --- |
| **CITY OF SOUTH PADRE ISLAND** | | | |
| **Based on December 2020 Transaction Volumes With Estimates** | | | |
| **Please include Unit Price for each item listed even if NO ACTIVITY is shown. Also highlight any changes to descriptions or measurement units in both the written and electronic responses.** | | | |
| **Service** | **Activity** | **Unit Price** | **Activity Charge** |
|  |  |  |  |
| **Balance Assessment Fee** |  |  |  |
| Premium Assessment Fee | 13,285,000 |  | - |
|  |  |  |  |
| **General Account Services** |  |  |  |
| Account Maintenance | 5 |  | - |
|  |  |  |  |
| **ACH Services** |  |  |  |
| ACH Debit/Credit | 519 |  | - |
| ACH File Origination | 13 |  | - |
| ACH Deposit | 120 |  | - |
| ACH Payment | 38 |  | - |
| ACH Positive Pay/Fraud Filter Acct Maint | 5 |  | - |
| ACH Pos Pay/Fraud Filter Exception Item | 1 |  | - |
| ACH Chargeback Fee | 1 |  | - |
|  |  |  |  |
| **Depository Services** |  |  |  |
| Return Item - Chargeback | 1 |  | - |
| On Us | 9 |  | - |
| Not On-US | 68 |  | - |
| Deposit | 37 |  | - |
| Cash Deposited at Branch | 10,000 |  | - |
|  |  |  |  |
| **Disbursement Services** |  |  |  |
| Cashed Check | 36 |  | - |
| Check | 307 |  | - |
| Positive Pay Items | 48 |  | - |
| Positive Pay Maintenance | 2 |  | - |
| Positive Pay Exceptions Reported | 1 |  | - |
| Post No Checks | 3 |  | - |
| Online Stop Payment | 1 |  | - |
|  |  |  |  |
| **Wire & Other Funds Transfer Service** |  |  |  |
| Transfer Deposit | 7 |  | - |
| Transfer Withdrawal | 7 |  | - |
| Incoming Wire | 1 |  | - |
| Outgoing Wire | 1 |  | - |
|  |  |  |  |
| **Information Services** |  |  |  |
| Remote Deposit Capture | 1 |  | - |
| EDI Advice Reporting | 1 |  | - |
| \* Link Security Fee | 1 |  | - |
| Event Messaging Service - via Email or Text | 21 |  | - |
|  |  |  |  |
| **Monthly Total Estimated Fees (exluding one time charges)** | | | - |
|  |  |  |  |
| \* Link Security is designed to protect users from financial malware and phishing attacks | | | |
| \*\* Highlighted cells are estimated values for services requested but not currently reflected on the account analysis statement | | | |
|  |

# REQUIRED ATTACHMENTS

**(ALL ATTACHMENTS MUST BE RETURNED WITH RESPONSE - PLEASE ATTACH IN THE ORDER LISTED)**

1. Account Analysis PRO FORMA – Please provide a **pro-forma** monthly account analysis statement in the format that will be provided to City. Applicant must indicate any capability to provide the information electronically.
2. Rate Basis – Applicant must include an explanation of the applicant’s policy and methodology used in setting rates paid on interest bearing accounts and account analysis earnings credit, and must indicate if rates are based on a market rate such as T-Bill discount or yield rate, or the Federal Funds rate, etc., and when the rates are changed. Applicant must provide a historical schedule of rates paid.
3. Sample Collateral Agreement.
4. SAMPLE COLLATERAL REPORT.
5. Security Measures – Applicant must provide a detailed description of security measures to prevent fraud and unauthorized electronic and non-electronic transfers and protect the integrity of computer banking services and internal computer systems.
6. SAMPLE SAFEKEEPING AGREEMENT.
7. Sample Safekeeping Report – Sample safekeeping report of the City owned securities that the successful applicant shall provide monthly.
8. SCHEDULE OF SAFEKEEPING FEES.
9. Summary Business continuity plan – Summary of the applicant’s business continuation plans as they pertain to the City’s ability to perform normal banking functions during natural and un-natural bank operation disruptions, including a statement of commitment to provide the City continuous and ongoing depository bank services to the best of the successful applicant’s ability.
10. References – List of at least three (3) comparable references and current Texas Public Funds clients, including total number of collateralized Texas Public Fund clients.
11. Sample FIRREA COMPLIANT DOCUMENT. A sample copy of applicant’s FIRREA compliant document that clearly shows that the applicant’s Board or designated committee has accepted the depository agreement and authorized the pledge of collateral, with a permanent record of this action to be maintained in the minutes of the applicant.
12. COMPLETED EXCEL FEE SCHEDULE