



**SOLICITATION OVERVIEW**

**The City of Helotes, Texas is soliciting applications for:**

**Title: Primary Depository Bank Services Application  
RFA #2021-01**

**Due Date: Tuesday, May 18, 2021 - 2:00 P.M.**

**Deliver to: Courier Address:  
City of Helotes  
City Hall  
Attn: Finance Department  
12951 Bandera  
Helotes, Texas 78023**

**U.S. Postal Service Address:  
City of Helotes  
Attn: Finance Department  
P.O. Box 507  
Helotes, Texas 78023**

*(The City does NOT receive U.S. Postal Service mail at the above courier delivery address.)*

**Public Opening of Applications:**

There will be a public opening of applications in the City Hall immediately following the submission due time/date. Only the names of applicants will be read aloud. Interested parties are invited to attend.



## REQUEST FOR APPLICATIONS PRIMARY DEPOSITORY BANK SERVICES

The City of Helotes, Texas (the “City”) is soliciting sealed applications from qualified financial institutions to provide primary depository bank services. The initial contract period will begin June 1, 2021 and end May 31, 2024. At the option of the City, the contract may be extended for two (2) additional 12-month periods under the same terms and conditions.

Sealed applications will be accepted until 2:00 P.M. on Tuesday, May 18, 2021 in the City of Helotes, City Hall, Attn: Finance Department, 12951 Bandera, Helotes, Texas 78023. Applications mailed via U.S. Postal Service should be addressed to: City of Helotes, Attn: Finance Department, P.O. Box 507, Helotes, Texas 78023.

Application envelopes shall be sealed and designate on the front lower, left hand corner the following:

**“Primary Depository Bank Services Application, RFA #2021-01”**

**Note: Applications received after 2:00 P.M., Tuesday, May 18, 2021 will not be considered.**

The sealed application submission shall include the following:

1. One original (so marked) and three (3) complete bound copies of the application.
2. One complete copy of the application response as a PDF file on a Flash Drive

Any applications received after the time and date stated above, regardless of delivery, will not be considered and will be returned to the applicant unopened.

The City uses an online bidding system to distribute and provide updates for bids and proposals. Any updates pertaining to the solicitation will be available through the online system accessible from the City website at <https://www.helotes-tx.gov/departments/purchasing/bid-notices/>. Questions concerning this RFA should be directed in writing to Taby Durr, Finance Director via email at [tbudrr@helotes-tx.gov](mailto:tbudrr@helotes-tx.gov). The questions and the responses will be posted through the online system.

The City reserves the right to reject any and all applications and to waive all formalities except time of filing.

# Table of Contents

INTRODUCTION .....	4
REQUEST FOR APPLICATION.....	5
APPLICATION REQUIREMENTS .....	6
APPLICATION SUBMITTED BY .....	8
CRITERIA FOR EVALUATION .....	9
REQUIRED DISCLOSURES .....	10
ACCOUNT ACTIVITIES.....	11
REQUIRED SERVICES.....	12
SERVICES THAT MAY BE CONSIDERED.....	16
COLLATERAL REQUIREMENTS .....	17
INVESTMENT ACTIVITIES.....	19
OVERDRAFT PROVISIONS .....	21
OTHER STIPULATIONS .....	22
MISCELLANEOUS.....	24
EXHIBIT 1 .....	25
Bank Transactions.....	25
EXHIBIT 2 .....	29
CITY’S INVESTMENT REPORT .....	29
EXHIBIT 3 .....	30
Sample Depository BANK Services Agreement.....	30
RESPONSE ATTACHMENTS .....	33

## INTRODUCTION

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The City of Helotes, Texas (the “City”), pursuant to Chapter 105, Texas Local Government Code is requesting applications from eligible and qualified financial institutions to provide the City the banking services as described below. The services provided will be in accordance with this Request for Application (the “RFA”) and attachments. It is City’s intent that a Depository Bank Services Agreement detailing the services to be provided will 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 philosophy incorporated into this RFA is to solicit 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 fund balances may be reduced and invested in other available investment alternatives.

While the City expects the contract duration to be five years, the new agreement period will be for a two-year period of June 1, 2021 through May 31, 2024, with a provision for two (2) one-year extensions under the same terms and conditions, at the option of the City. The agreement will also provide for a transition period not to exceed ninety (90) days for migration to a new bank at the end of the term.

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

The Depository Bank Services Agreement is an important component of the treasury and cash management system of the City. From this perspective, the City is seeking 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,
- Financially sound and meets the City’s requirements, and
- Physically located within the City’s boundaries.

## REQUEST FOR APPLICATION

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Pursuant to Chapter 105 of the 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 excepted 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.

## APPLICATION REQUIREMENTS

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One original (so marked) and three (3) complete copies of the application and one Flash Drive containing the completed MS-Excel Fee Schedule and a PDF of the complete application, sealed and clearly marked **“Primary Depository Bank Services Application, RFA #2021-01”**, shall be delivered to the City by 2:00 P.M., on Tuesday, May 18, 2021 and addressed:

Courier Address\*:

City of Helotes  
City Hall  
Attn: Finance Department  
12951 Bandera  
Helotes, Texas 78023  
(210) 695-8877

U.S. Postal Service Address:

City of Helotes  
Attn: Finance Department  
P.O. Box 507  
Helotes, Texas 78023

*\*City does not receive U.S. Postal Service mail at the above courier delivery address.*

**NO APPLICATION SHALL BE ACCEPTED AFTER 2:00 P.M. ON TUESDAY, May 18, 2021.**

The applicant shall use this RFA as the Official Response Form. Submitted prices, rates, conditions, and answers shall be included in final contract form. The signed, submitted response must **The Excel fee schedule information and a PDF of the complete application are required to be provided on a Flash Drive with the application.**

### **BASIS OF AWARD**

The City will award the contract to the applicant(s) whose response provides the best value 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 contact any applicant, at any time, to clarify, verify or request information with regard to any application. Unless stipulated in the attached RFA, the contract will be awarded to the applicant who provides goods and services specified herein at the best value for the City in compliance with Chapter 105 of the Texas Local Government Code. 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.

Applicants must qualify under current Texas law as a State or National bank to serve as a municipal depository bank.

Transfer of funds will commence at such time the successful applicant has provided the City with all required forms and supplies necessary to ensure uninterrupted day-to-day operations.

The successful applicant, upon termination of this contract, agrees to cooperate with a new bank for transfer of funds.

There will be no reading of the applications or other details provided when the sealed applications are opened following the application submission deadline. Upon written request, non-confidential information on the accepted application will be available after the City Council selects the successful applicant.

Any questions concerning this RFA should be directed in writing to:

Tabby Durr, Finance Director  
City of Helotes  
P.O. Box 507  
Helotes, Texas 78023  
Email: [tbdurr@helotes-tx.gov](mailto:tbdurr@helotes-tx.gov)

## APPLICATION SUBMITTED BY

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This Application is being submitted to the City by the following person duly authorized to act on behalf of this financial institution.

Name of Financial Institution \_\_\_\_\_ FDIC 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 solicitation and that respondent is not delinquent on any payment due the City or involved in any lawsuit against the City.

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



## CRITERIA FOR EVALUATION

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The City shall carefully review the submitted applications. The evaluation of the applications will be based on, but not limited to, the following criteria, in no particular order of priority:

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

## REQUIRED DISCLOSURES

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As defined in Section 105.015 (c), each applicant shall comply with the conflict of interest provision of Section 131.903 of the State's Local Government Code in regards 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 Helotes, Texas must file a completed conflict of interest questionnaire which is included in this solicitation or 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 Helotes, Texas no later than the seventh business day after 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 Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

**Certificate of interested parties:** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and 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 to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity.

## ACCOUNT ACTIVITIES

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The City anticipates the use of the following depository accounts:

- General Fund Operating - this is the master account. Incoming Wires and ACH credits are typically posted to this account. The City makes many deposits to this account per business day.
- General Fund – This account is our main account that the ACH credits and Wires for our sales tax, property tax and other franchise payments are deposited in.
- City/EDC Capital – This is the account we make our Capital Purchases from.
- G O Bonds - This is the account that we pay our Debt/G O bonds out of.
- PEG Account- This account mainly receives deposits, but a check is processed out of it from time to time.
- Court Building Security- This is a specialty account. Transfers from the main GF Operating account is transferred quarterly with an occasional check processed.
- Court Technology- This is also a specialty account. Transfers from the main GF Operating account is transferred quarterly with an occasional check processed.
- Municipal Jury Fund- This is also a specialty account. Transfers from the main GF Operating account is transferred quarterly with an occasional check processed.
- Local Truancy Fund- This is also a specialty account. Transfers from the main GF Operating account is transferred quarterly with an occasional check processed.
- EMS Medical Billing- This is an account that just receives deposits and is transfer to the main GF Operating account once a month or so.
- School Safety- This account is a specialty account that gets a monthly deposit and a check processed every now and then.
- Police Training- This account is a specialty account that will receive only one deposit a year with an occasional check processed.
- Economic Development Services Account- This account is the account that our EDC uses. It will receive a couple of deposits a month and have several checks processed from it.
- Hot Tax Account- This is also a specialty account. At this point we receive deposits, but checks are not processed from it.
- COH Tree Mitigation Account- This is also a specialty account that has very few deposits or checks processed.
- Street Maintenance- This account is also a specialty account. There is one deposit a month and very few checks that are processed from this account.
- Police Forfeiture-State Account- This is a specialty account that is very seldom used.

## REQUIRED SERVICES

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

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

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

*Comment:* \_\_\_\_\_

2. **ACH** – The City **requires** a robust ACH system with the capability to create ACH credits for direct deposit of payroll and vendor payments, and to direct debit customer accounts for A/R.

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

*Comment:* \_\_\_\_\_

3. **ACH DEBIT BLOCKING** – The City **requires** ACH debit blocking 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:* \_\_\_\_\_

4. **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:* \_\_\_\_\_

5. **WIRE TRANSFERS** – The City requires an online banking system that provides for initiating wire transfers. Wires may be one time wires or set up as repetitive wires of varying amounts.

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

*Comment:* \_\_\_\_\_

6. POST NO CHECKS – The City **requires** the fraud protection feature or service that prevents checks from being posted to designated electronic-only accounts.

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

*Comment:* \_\_\_\_\_

7. ZERO BALANCE ACCOUNTS – The City **requires** Zero Balance Accounts (ZBA) for all of its accounts. The Bank teller function must identify the account as a ZBA to ensure honoring of presentments made at the Bank.

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

*Comment:* \_\_\_\_\_

8. POSITIVE PAY AND ACCOUNT RECONCILIATION SERVICE – The City **requires** positive pay and full account reconciliation services on designated accounts from which checks are issued. The City would electronically transmit the issued check file to the Bank. The Bank would only honor those checks issued by the City that are pre-authorized through the positive pay system. Payment verification criteria will be date, check number, amount, and payee name.

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

*Comment:* \_\_\_\_\_

9. CONTROLLED DISBURSEMENT ACCOUNT – The City **requires** the use of a controlled disbursement account for its disbursements. The controlled disbursement presentment notification must also be accessible through online banking services. This information must be available and accessible by 10:00 A.M. local time.

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

*Comment:* \_\_\_\_\_

10. TAMPERPROOF BANK BAGS – The Bank can provide 12 x 16 and 9 x 12 tamperproof bank bags at no charge. If there is a charge, please provide cost information.

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

*Comment:* \_\_\_\_\_

11. FUNDS AVAILABILITY – The City **requires**, at a minimum, same day credit for all transactions submitted before 4:00 P.M., subject to the bank’s availability schedule.

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

*Comment:* \_\_\_\_\_

12. 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:* \_\_\_\_\_

13. RETURNED CHECK REPROCESSING – The City **requires** deposited checks to be processed for collection at least twice before making non-paid checks available for pick-up by the City within two business days of the final rejected presentment. 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:* \_\_\_\_\_

14. ACCOUNT ANALYSIS – The City **requires** account analysis statements by individual account and at group level, which will reflect 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 is also a requirement for “No Fee” or “Fee Waiver” applications.**

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

*Comment:* \_\_\_\_\_

15. BANK STATEMENTS – The City **requires** that Statements be rendered within five (5) working days after the close of the calendar 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 should be received on a monthly basis, even if there is no activity for the account. Bank Statements must include copies of deposit slips, and copies of the front and back of all checks.

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

*Comment:* \_\_\_\_\_

16. PAYMENT FOR SERVICES – The City **intends** to pay for all services provided by the earnings credit amount generated by account balances, or by direct payment, or a combination of both.

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

*Comment:* \_\_\_\_\_

17. RESEARCH – The City **requires** that all research requests are responded to within three business days of the request.

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

*Comment:* \_\_\_\_\_

18. BANK ERRORS – Bank errors resulting in lost interest to the City will be reimbursed by the Bank to the City. The Bank and the City will agree upon the method of reimbursement.

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

**Comment:** \_\_\_\_\_

19. INVESTMENT ACCOUNT – Please provide a description of the bank’s best “hard dollar” interest earning option the City may utilize for cash in excess of general operating needs. If a sweep option is proposed, confirm its compliance with Local Government Code Chapter 2256, the “Public Funds Investment Act”, and the City’s Investment Policy.

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

**Comment:** \_\_\_\_\_

20. AUDIT CONFIRMATIONS – Bank will 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:** \_\_\_\_\_

21. BALANCE ASSESSMENT – State how the Bank will treat the FDIC Insurance Assessment on balances: (**Also, please reflect treatment on the attached Fee Schedule**)

- Fees to be waived.
- Fees to be partially waived.
- Fee to be passed in full to the City.

**Comment:** \_\_\_\_\_

22. RESERVE REQUIREMENT – State whether or not the Bank imposes a reserve requirement on balances used in calculating earnings credit.

- Yes.
- No.

Reserve Requirement % \_\_\_\_\_

**Comment:** \_\_\_\_\_

23. EARNINGS CREDIT RATE – Applicant must state the ECR being proposed.

ECR % \_\_\_\_\_

**Comment:** \_\_\_\_\_

## SERVICES THAT MAY BE CONSIDERED

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The following services may be considered; please indicate the Bank's ability to provide the services as described and the associated set-up, maintenance and/or per item processing charges:

1. ONLINE PAYMENTS ACCEPTANCE – The City is interested in exploring options and capabilities for accepting payments for an expanded scope of services through an online interactive facility that would include payments by credit card, direct debit, funds transfer, etc. A function of the system would be the preparation of the accompanying remittance information.

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

*Comment:* \_\_\_\_\_

2. REMOTE DEPOSIT CAPTURE – The City may consider remote deposit capture services for electronically preparing and submitting deposits.

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

*Comment:* \_\_\_\_\_



## COLLATERAL REQUIREMENTS

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1. COLLATERALIZATION – The successful applicant 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 applicant 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 110% of the **prior day ending ledger balance**.

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

*Comment:* \_\_\_\_\_

2. COLLATERAL AMOUNT – The maximum ledger balances could exceed \$10,000,000 in the aggregate. Historically, the average balances are less than \$5,000,000. Please clearly explain any collateral limitations or fees. The City reserves the right to maximize or minimize bank balances regardless of historical patterns. It is expected that the successful applicant will monitor the collateral adequacy on a daily basis and provide additional collateral to secure balances as required.

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

*Comment:* \_\_\_\_\_

3. COLLATERAL CUSTODY/SAFEKEEPING – The pledged securities shall be held in safekeeping at an independent custodian acceptable to both the City and the successful applicant. Monthly holding reports shall be filed with the City’s Finance Director. 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:* \_\_\_\_\_

4. 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. The City shall approve, in advance, all proposed collateral. In the case of reduction requests, the Bank shall provide in writing that collateral shall be available when needed to meet balance increases throughout the agreement period.

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

*Comment:* \_\_\_\_\_

5. COLLATERAL REPORT – The successful applicant **and** the custodial bank shall provide the City a monthly pledged securities report or additional reports at any time requested by the City. The report should describe the total pledged securities by:

Name  
Type / Description  
CUSIP  
Par Value  
Current Face Value  
Market Value  
Maturity Date  
Rating by Moody's or Standard & Poor's

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

**Comment:** \_\_\_\_\_

## INVESTMENT ACTIVITIES

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

1. **DIRECT INVESTMENT ALTERNATIVE** – The City's direct investment activities may take place in any and all of the City accounts. The City shall have the right, at its sole discretion, to direct investment of its funds. The successful applicant will be required to provide clearing and safekeeping services for the City's investment activity. Interest earnings on interest bearing accounts shall be credited monthly regardless of the amount, with no minimum amount restriction.

**As part of the City's investment strategy the City reserves the right to open any number of accounts at other financial institution(s), in the form of DDA, MMA, and/or CDs as deemed appropriate by the City's management and adopted Investment Policy. The Investment Policy outlines the City's options for investing. The Policy is subject to annual review and revision by the City Council.**

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

*Comment:* \_\_\_\_\_

2. **CERTIFICATES OF DEPOSIT** – Certificates of Deposit (CDs) purchased for the City shall be non-negotiable and shall be registered in the name of the City. The CDs must be fully insured by the FDIC or collateralized in accordance with the RFA requirements. Proof of collateral must be supplied to the City prior to CD settlement.

Extension of CDs – The successful applicant agrees to honor and continue any CD made during the term of the agreement that will mature after the expiration date of the agreement at the same rate established at the time of placement.

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

*Comment:* \_\_\_\_\_

3. **SECURITY SAFEKEEPING/CUSTODY SERVICES** – The City **requires** that the bank provide safekeeping services for the securities owned by the City. All securities will be handled on a Delivery Versus Payment (DVP) basis as they are cleared into and out of the City's account.

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.

The Bank will provide safekeeping services for all securities purchased during the term of the depository agreement pursuant to a "Custodial Agent Agreement" executed between the City and the Bank. Safekeeping receipts for all security purchases must be issued within two (2) business days. 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.

All fees related to investment services provided by the Bank, including safekeeping services, should be itemized and included on the Fee Schedule submitted in response to this RFA.

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

**Comment:** \_\_\_\_\_

4. SEPARATE SECURITIES CLEARING, SAFEKEEPING AND CUSTODY SERVICES – The City may select a separate bank for Securities Clearing and Safekeeping Services for securities owned by the City. If the bank would consider such a relationship, please clearly indicate and provide all itemized fees related to a separate securities clearing, safekeeping and custody services agreement as a part of the Response Attachments under Safekeeping Fees. The requirements of the Securities Clearing and Safekeeping Services relationship are described above.

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

**Comment:** \_\_\_\_\_

5. COST SHARING OR CREDIT FOR THIRD PARTY SAFEKEEPING SERVICES – If the bank would consider a cost sharing arrangement or offer a credit for third party securities clearing, safekeeping and custody services, please provide details of the offer.

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

**Comment:** \_\_\_\_\_

## OVERDRAFT PROVISIONS

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

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

*Comment:* \_\_\_\_\_

2. NOTIFICATION – In the event a check or checks shall be presented for payment where there are insufficient funds in City’s collective accounts, the successful applicant agrees to promptly notify the City’s Finance Director or other signatory person, by telephone or other 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

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1. REGULATION NOTIFICATIONS – The successful applicant shall notify the City in writing within thirty (30) days of any changes in Federal or State regulations or laws that would affect the agreement.

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

*Comment:* \_\_\_\_\_

2. INCOMING WIRE TRANSFERS – Notification of incoming wire transfers shall be made by telephone, fax, or email to the City’s Finance Director within one hour of the transaction and a written confirmation mailed to the City the same day of the transaction.

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

*Comment:* \_\_\_\_\_

3. 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 applicant 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:* \_\_\_\_\_

4. ACCESS TO BANK RECORDS – The successful applicant’s records relating to the City’s accounts shall be open for review during normal business hours by designated City staff members or appointed independent auditors.

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

*Comment:* \_\_\_\_\_

5. 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 applicant.

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

*Comment:* \_\_\_\_\_

6. SECONDARY BANK DEPOSITORY – As a component of its disaster recovery plan, the City would consider maintaining a contractual agreement for a secondary Depository Bank relationship should an event occur that makes the primary depository bank inaccessible to the City. Depending on the outcome of this solicitation for a primary depository bank relationship, would the Bank consider entering into this secondary relationship?

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

*Comment:* \_\_\_\_\_

7. 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 applicant to close its accounts.

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

*Comment:* \_\_\_\_\_

8. TERMS FIXED – All fees, rates, 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:* \_\_\_\_\_

9. ONE RELATIONSHIP OFFICER – The City requests **one** relationship manager to coordinate the successful applicant’s efforts and remain directly responsible for facilitating all City/applicant interaction:

Description	Name	Title	Phone
Relationship Officer			

## MISCELLANEOUS

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1. FORMAL AGREEMENT REQUIRED – The final appointment of the successful applicant shall be made by the City of Helotes, Texas City Council. The successful applicant 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. Additional agreement attachments include: collateral custodial agreement, FIRREA bank certification, and PFIA investment provider certification. *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:** \_\_\_\_\_

This Request for Application is being offered by the following person duly authorized to act on behalf of the City.

Taby Durr, Finance Director



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## EXHIBIT 1

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### BANK TRANSACTIONS

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Based on from January 31, 2021 Transaction Volumes With Estimates  
Please include Unit Price for each item listed even if NO ACTIVITY is shown

SERVICES DESCRIPTION	VOLUME	UNIT PRICE	TOTAL PRICE
<b>Checking Services</b>			
Account Maintenance	14		
Statements Rendered	17		
Credits Posted	61		
ACH Incoming Credits	66		
Debits Posted	121		
ACH Incoming Debits	27		
On Us Deposited Items	0		
Deposit Items	0		
Return Items	1		
Re-clear Items	1		
Special Signature- Accounts	12		
Special Signature- Items	87		
<b>Remote Deposit</b>			
RDC Monthly Maintenance	1		
Credits Posted- RDC	10		
RDC- On Us Deposited Items	6		
RDC- Deposited Items	76		
RDC- Information Rptg Items	82		

<b>Teller Service</b>			
Cash Processing- Deposit Total	8		
<b>Positive Pay Services</b>			
Positive Pay with Payee Review	11		
Positive Pay Paid Reject Items	1		
<b>ACH Origination Services</b>			
ACH Origination	1		
ACH Origination- Items	186		
<b>Wire Transfer Services</b>			
Incoming Wire Transfers	18		
<b>Commercial Online Banking Services</b>			
Previous Day Reporting	1		
<b>Balance Related Expenses</b>			
Interest Expense	0		
<b>Balance Related Services</b>			
Applicable Activity Charges	0		
Waived Charges	0		

**CITY OF HELOTES, TEXAS  
BANK TRANSACTIONS  
BASED ON JANUARY 2021 TRANSACTIONS**

<b>DESCRIPTION</b>	<b>BEGINNING BALANCE</b>	<b>CR #</b>	<b>CREDITS \$</b>	<b>DR #</b>	<b>DEBITS \$</b>	<b>ENDING BALANCE</b>
GF OPERATING	\$ 652,199.73	78	\$2,169,113.16	108	\$ 2,520,508.76	\$300,804.13
GENERAL FUND	\$ 2,377,602.98	20	\$1,267,057.92	9	\$ 2,979,622.46	\$665,038.44
EMS MEDICAL BILLING	\$ 6,329.28	6	\$8,042.40	1	\$ 6,329.28	\$8,042.40
G O BONDS	\$ 163,751.13	2	\$710,649.50	2	\$ 816,179.75	\$58,220.88
CITY/EDC CAPITAL	\$ 60,338.82	1	\$174,294.99	3	\$ 184,394.69	\$50,239.12
COURT BLDG SECURITY	\$ 8,653.09	1	\$2,762.81	0	\$ -	\$11,415.90
POLICE TRAINING	\$ 2,125.54	0	\$0.02	1	\$ 200.00	\$1,925.56
SCHOOL SAFETY	\$ 25,572.36	2	\$3,657.86	0	\$ -	\$29,230.22
PEG ACCOUNT	\$ 104,721.77	0	\$0.89	0	\$ -	\$104,722.66
POLICE FORFEITURE	\$ 8,718.70	0	\$0.44	0	\$ -	\$8,719.14
STREET MAINT	\$ 152,691.74	1	\$87,178.48	3	\$ 200,169.60	\$39,700.62
HOT TAX	\$ 52,056.93	2	\$1,822.09	0	\$ -	\$53,879.02
LOC TRUANCY & PREVENTION FUND	\$ 8,031.87	1	\$2,577.88	0	\$ -	\$10,609.75
MUNICIPAL JURY FUND	\$ 122.69	1	\$ 51.94	1	\$ 160.00	\$14.63
COH TREE MITIGATION	\$ 137,166.95	0	\$6.99	0	\$ 171.47	\$137,002.47
<b>TOTAL</b>	<b>\$3,760,083.58</b>	<b>115</b>	<b>\$4,427,217.37</b>	<b>128</b>	<b>\$ 6,707,736.01</b>	<b>\$1,479,564.94</b>

EXHIBIT 2

CITY'S INVESTMENT REPORT

CITY OF HELOTES, TEXAS QUARTERLY INVESTMENT REPORT as of 03/31/21													
Purchase Date	Security	Coupon or Avg. Rate	Quarter Ending Date	Yield	Par	Price	Days to Maturity	Beginning Book	Beginning Market	Ending Book	Ending Market	Change In Market	Period Earnings
<b>Bank Checking Accts</b>													
	T-BILL -36 tps												
N/A	Frost Operating Fund	0.0100%	03/31/21	0.0100%	\$ 391,633.41	100.000	0	\$ 962,199.73	\$ 962,199.73	\$ 391,633.41	\$ 391,633.41	\$ (290,699.32)	\$ 12.43
N/A	Frost General Fund	0.0100%	03/31/21	0.0100%	\$ 163,468.68	100.000	0	\$ 2,377,902.98	\$ 2,377,902.98	\$ 163,468.68	\$ 163,468.68	\$ (2,214,134.40)	\$ 19.21
Subtotal Checking Accounts					\$ 555,101.99			\$ 3,029,802.71	\$ 3,029,802.71	\$ 555,101.99	\$ 555,101.99	\$ (2,474,700.72)	\$ 31.64
<b>Bank Money Market Accts</b>													
	T-BILL - 26 tps												
N/A	Frost Interest & Sinking Fund	0.0100%	03/31/21	0.0100%	\$ 160,770.97	100.000	0	\$ 163,761.13	\$ 163,761.13	\$ 160,770.97	\$ 160,770.97	\$ (12,990.26)	\$ 8.96
N/A	Frost Capital Fund	0.0100%	03/31/21	0.0100%	\$ 24,997.90	100.000	0	\$ 60,338.82	\$ 60,338.82	\$ 24,997.90	\$ 24,997.90	\$ (36,340.92)	\$ 1.06
N/A	Frost Court Bldg. Security Fund	0.0100%	03/31/21	0.0100%	\$ 1,416.94	100.000	0	\$ 8,963.09	\$ 8,963.09	\$ 1,416.94	\$ 1,416.94	\$ (7,237.16)	\$ 0.13
N/A	Frost Court Technology Fund	0.0100%	03/31/21	0.0100%	\$ 1,048.93	100.000	0	\$ 21,998.94	\$ 21,998.94	\$ 1,048.93	\$ 1,048.93	\$ (20,920.01)	\$ 0.27
N/A	Frost Police Training Fund	0.0100%	03/31/21	0.0100%	\$ 4,099.37	100.000	0	\$ 2,126.64	\$ 2,126.64	\$ 4,099.37	\$ 4,099.37	\$ 1,970.83	\$ 0.07
N/A	Frost School Safety Fund	0.0100%	03/31/21	0.0100%	\$ 1,612.10	100.000	0	\$ 26,672.36	\$ 26,672.36	\$ 1,612.10	\$ 1,612.10	\$ (24,090.26)	\$ 0.31
N/A	Frost Public Access (PEG) Fund	0.0100%	03/31/21	0.0100%	\$ 6,981.82	100.000	0	\$ 104,721.77	\$ 104,721.77	\$ 6,981.82	\$ 6,981.82	\$ (98,040.16)	\$ 1.18
N/A	Frost State Forfeiture Fund	0.0100%	03/31/21	0.0100%	\$ 8,719.98	100.000	0	\$ 8,718.70	\$ 8,718.70	\$ 8,719.98	\$ 8,719.98	\$ 1.28	\$ 1.28
N/A	Frost Street Maintenance Fund	0.0100%	03/31/21	0.0100%	\$ 25,082.47	100.000	0	\$ 152,891.74	\$ 152,891.74	\$ 25,082.47	\$ 25,082.47	\$ (127,609.27)	\$ 1.40
N/A	Frost Hot Tax	0.0100%	03/31/21	0.0100%	\$ 6,278.01	100.000	0	\$ 62,068.93	\$ 62,068.93	\$ 6,278.01	\$ 6,278.01	\$ (46,790.92)	\$ 0.61
N/A	Frost EMS Medical Billing Fund	0.0100%	03/31/21	0.0100%	\$ 6,829.90	100.000	0	\$ 6,329.28	\$ 6,329.28	\$ 6,829.90	\$ 6,829.90	\$ (999.38)	\$ 0.13
N/A	Frost Local Truancy & Prevention Fund	0.0100%	03/31/21	0.0100%	\$ 109.77	100.000	0	\$ 8,031.87	\$ 8,031.87	\$ 109.77	\$ 109.77	\$ (7,922.10)	\$ 0.09
N/A	Frost Jury Fund	0.0100%	03/31/21	0.0100%	\$ 14.83	100.000	0	\$ 122.89	\$ 122.89	\$ 14.83	\$ 14.83	\$ (108.06)	\$ -
N/A	Frost COH Tree Mitigation	0.0100%	03/31/21	0.0100%	\$ 7,918.60	100.000	0	\$ 137,188.96	\$ 137,188.96	\$ 7,918.60	\$ 7,918.60	\$ (129,260.46)	\$ 9.33
Subtotal Money Market Accounts					\$ 243,272.99			\$ 752,249.81	\$ 752,249.81	\$ 243,272.99	\$ 243,272.99	\$ (508,976.82)	\$ 24.82
<b>Pools</b>													
N/A	LOGIC Operating Fund	0.1100%	03/31/21	0.1100%	\$ 3,841,090.81	100.000	0	\$ 1,031,886.24	\$ 1,031,886.24	\$ 3,841,090.81	\$ 3,841,090.81	\$ 2,809,206.67	\$ 706.67
N/A	LOGIC Capital Fund	0.1100%	03/31/21	0.1100%	\$ 813,720.82	100.000	0	\$ 813,668.03	\$ 813,668.03	\$ 813,720.82	\$ 813,720.82	\$ 164.79	\$ 164.79
N/A	LOGIC Street Maintenance Fund	0.1100%	03/31/21	0.1100%	\$ 1,267,241.81	100.000	0	\$ 898,963.98	\$ 898,963.98	\$ 1,267,241.81	\$ 1,267,241.81	\$ 390,287.66	\$ 287.66
N/A	TexPool Operating Fund	0.1000%	03/31/21	0.1000%	\$ 88.27	100.000	0	\$ 88.27	\$ 88.27	\$ 88.27	\$ 88.27	\$ -	\$ -
N/A	TexPool Capital Fund	0.1000%	03/31/21	0.1000%	\$ 878.81	100.000	0	\$ 878.81	\$ 878.81	\$ 878.81	\$ 878.81	\$ -	\$ -
Subtotal Pools					\$ 5,712,798.32			\$ 2,513,140.31	\$ 2,513,140.31	\$ 5,712,798.32	\$ 5,712,798.32	\$ 3,199,658.01	\$ 1,158.01
<b>TOTALS</b>					\$ 6,511,173.30			\$ 6,295,192.83	\$ 6,295,192.83	\$ 6,511,173.30	\$ 6,511,173.30	\$ 215,980.47	\$ 1,214.47
Average Weighted Maturity												0 days	
Average Weighted Yield												0.10%	
Average Portfolio Benchmark (6 Mth. T-Bill)												0.08%	

## EXHIBIT 3

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### SAMPLE DEPOSITORY BANK SERVICES AGREEMENT

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**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 Helotes, 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 27, 2021, hereby designates Bank as a primary depository bank for the period beginning June 01, 2021, and **continuing** through May 31, 2024, with the option for two (2) one-year extensions under the same terms and conditions.

2. **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.

3. **Scope of Services.** Bank agrees to provide those services as described in the City of Helotes, Texas Request for Application for Depository Bank Services released on April 27, 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.

4. **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 will 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 will 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) will be obtained from non-Bank-affiliated sources. Bank will 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 will 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 the 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. **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.

10. **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.

11. **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.

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

13. **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.

14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Tarrant County will be the venue for any lawsuit arising out of this Agreement.

15. **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: Taby Durr  
Finance Director  
City of Helotes  
P.O. Box 507  
Helotes, Texas 78023

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

16. **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.

17. **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.

18. **Continuation.** Unless this Agreement is terminated sooner, Bank's designation as the primary City Depository will remain continuously in effect through May 31, 2024 subject to execution of the extension options if applicable.

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

**CITY OF HELOTES, TEXAS**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## RESPONSE ATTACHMENTS

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### (PLEASE ATTACH IN THE ORDER LISTED)

1. ACCOUNT ANALYSIS – A **pro-forma** account analysis statement using your format and service descriptions that reflect your proposed fees based on the volumes provided in this RFA and indicate any capability to provide the information electronically.
2. RATE BASIS – Explanation of the institution’s policy and methodology used in setting rates paid on interest bearing accounts and account analysis earnings credit. Indicate if they 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. Also, please provide a historical schedule of rates paid.
3. SAMPLE COLLATERAL AGREEMENT.
4. SECURITY MEASURES – Information describing the institution’s security measures to prevent fraud and unauthorized electronic and non-electronic transfers, and protect the integrity of computer banking services and internal computer systems.
5. TECHNOLOGY SPECIFICATIONS – Technology specifications for use of all proposed electronic systems and services.
6. SAMPLE SAFEKEEPING REPORT – Sample safekeeping report of the City owned securities that the City will receive monthly.
7. SECURITIES SAFEKEEPING FEES – Schedule of Securities Safekeeping Fees.
8. INVESTMENT ACCOUNT INFORMATION – Information on the investment account recommended for use by the City. Provide information for the Bank’s most attractive interest yielding option.
9. SUMMARY BUSINESS CONTINUITY PLAN – Summary of the institution’s business continuation plans as they pertain to the City’s ability to perform normal banking functions during natural and unnatural bank operation disruptions, including a Statement of Commitment to provide the City continuous and ongoing bank depository services to the best of the financial institution’s ability.
10. REFERENCES – List of at least three (3) comparable references and current Texas public funds clients, with total number of collateralized Texas public fund clients.
11. FEE SCHEDULE – Attach a copy of your Fee Schedule