



REQUEST FOR APPLICATION  
FOR DESIGNATION AS COUNTY DEPOSITORY  
KINNEY COUNTY, TEXAS

**PLEASE MAIL TO:**

Kinney County Auditor  
PO Box 1219  
Brackettville, TX 78832

**OR HAND DELIVER TO:**

Kinney County Auditor  
Kinney County Courthouse  
500 S. Ann St.  
Brackettville, TX 78832

**The Kinney County Commissioners' Court is soliciting for bids for furnishing services associated with depository and sub-depository banking as set forth in this Request for Applications.**

Commissioners' Court will select the County Depository for County funds and trust funds, per TX Local Government Code §116.023 and 117.023.

Questions regarding this RFA or services requested, will be accepted in e-mail form only:

Cheryll A. Jones  
Kinney County Auditor  
County.auditor@co.kinney.tx.us

## **REQUEST FOR APPLICATION KINNEY COUNTY DEPOSITORY**

**PUBLIC OPENING:** All bids must be received in the Kinney County Auditor's Office by January 24, 2025. Sealed bids will be opened during the following Commissioners' Court meeting on January 27, 2025. All qualified bids will be reviewed by the County Auditor and County Treasurer, and they will make a depository presentation and recommendation to the Commissioners' Court for approval by the Commissioners' Court meeting on February 10, 2025.

**BID DOCUMENTS:** All bids must be in sealed envelopes, clearly marked "Application for Banking Depository Services". Completed bids must contain all original signatures. Applications must be received by the time specified in the Notice and must be accompanied by a certified check or cashier's check in the amount of \$121,418.90 to meet the requirement of the Local Government Code Section 116.023 regarding guarantee of good faith. Upon selection of a depository by the Commissioners' Court, checks of those applicants not selected shall be immediately returned. The check of the successful applicant shall be returned on qualification as County Depository, and approval of Commissioners' Court.

**BID REJECTION:** The Kinney County Commissioners' Court reserves the right to reject in whole or in part any or all bids, waive minor technicalities, and award the bid to the most qualified bidder or applicant that offers the most favorable terms and conditions for the handling of county funds. Tex. Loc. Gov't Code Ann., 116.024(a)(3). Bids received late will be returned to the bidder unopened. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the bidder to guarantee authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation of the County Auditor or County Treasurer, and the approval of the Kinney County Commissioners' Court. All bids become the property of Kinney County and will not be returned to the bidder. Any bids not conforming to the specifications will be rejected. It will be the responsibility of the bidder to conform to the specifications unless deviations have been specifically cited by the County representative, and acceptance made on the basis of the exception.

**COLLATERAL:** All County tie and demand funds above FDIC insurance limits will be collateralized with 102% market value of the following authorized securities, in accordance with the Kinney County Investment Policy; Obligations of the U.S. Treasury, its agencies, or instruments, State and local obligations rated A or above, FHLB letters of credit. Substitution may be allowed with County approval. Securities should be marked-to-market daily when possible. The depository is responsible for monitoring and maintaining margins on a daily basis, and monthly reports will be provided to the County Investment officer(s).

**CONTRACT TERM:** The term of the selected County Depository will begin on or about March 1, 2025, and will run until up to sixty (60) days after the time fixed for the next selection of a depository, which for planning purposes will be designated as on or about January 31, 2029. All monies received by the County may or may not be deposited with the County Depository during the term of this contract depending upon the current investment policy being followed by the County Investment Committee.

## **SPECIFIC ELEMENTS BANK DEPOSITORY CONTRACT**

### **SECTION 1: INTRODUCTION**

Kinney County (the “County”) is requesting proposals for a four (4) year bank depository services contract with service to begin March 1, 2025 and can be extended through February 28, 2031. The depository will be chosen in compliance with the Texas Local Government Code Chapter 116, the Public Funds Collateral Act, Local Government Code 2257, and the County’s Investment Policy.

The contract shall allow the County to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract as provided by Local Government Code 116.021(b). On the renewal of a contract, the County may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by 116.021(c).

Through this contract the County intends to minimize banking costs, improve operational efficiency, and maximize its investment capabilities. This Request for Application (RFA), which represents the County’s cash management goals, specifies all required qualifications, the banking services required, the estimated activity volumes on all accounts, the method and terms of compensation, submission instructions and contract award provisions. All qualified institutions, as defined below, are invited to submit a application.

Institutions responding to this Request for Application (RFA) must be insured through the Federal Deposit Insurance Corporation (FDIC), and must be able to demonstrate a capacity to meet the County’s requirements as stated in the RFA.

The depository selected shall be the depository for the following funds:

- County funds- money collected and held by a district, county or precinct officer.
- District Clerk/County Clerk trust and registry funds.

### **SECTION 2: PROPOSAL QUALIFICATIONS**

#### **Proposal Format**

In order to equitably evaluate each bank’s ability to meet the banking service needs of the County, a standard format for all proposals is required. A response must be given to each item in Sections 4 through 6 of this RFA along with completion of a proposed fee schedule. Responses must be in the same order as the questions presented with a response to each question, stating acceptance of, modifications or additions to, or a statement of the inability to provide said service. Only applications submitted in the prescribed format and using the provided attachment will be considered and evaluated for contract award. Additional explanatory information may be included as a part of the application with appropriate references linked to the tabbed supplemental information.

#### **Selection Criteria**

The County will consider the availability of services and the cost of those services as well as the earnings potential under the contract. All these elements will be combined for evaluation of the applications. Award

may not be made to the institution submitting the lowest price proposal. The County will choose the institution submitting the best, most responsive overall proposal to satisfy the County's needs.

### **County Rights**

The County reserves the right to:

- Waive any defect, irregularity or informality in the application or application procedures.
- Reject any and all applications.
- Accept any application or portion thereof most advantageous to County.
- Request additional information or require a meeting with bank representatives for clarification.
- Cancel, revise, and/or reissue this request for application or any portions thereof.
- Negotiate any conditions with proposers.
- Modify deadlines.
- Select any proposal deemed to be in its best interest as determined by the County.

Default in promised delivery of services, without acceptable reasons, or failure to meet the terms or conditions of the depository contract without remedy, will represent an event of default and may result in the County having the right to terminate the contract, but the exercising of such right to terminate the contract does not limit any other remedies the County may have for damages or other relief under law.

### **Proprietary Information**

To the extent permitted by law, applications will be opened in a manner that avoids disclosure of the contents until after award of the contract. Proprietary information contained in the application should be designated as such on each page containing restricted information.

### **Fees and Charges**

The County reserves the right to utilize either a fee basis or compensating balances basis (or combination of each) for payment of banking services under the contract. The County reserves the right to change the payment methodology during the contract period upon no less than 30 days written notice to the bank with the change commencing the first of the following month. This will enable the County to take advantage of changing interest rate environments.

A complete account analysis will be required monthly regardless of the payment basis. All item and account charges will remain at the proposal price quoted on Attachment A for the duration of the contract period regardless of changes in service volumes during the period. Should new services be required during the contract period not contemplated by this RFA, those services will be provided at fees not more than the bank's then-current published rate and approved by the County Treasurer and County Auditor.

The County will have accounts established to hold cash bonds and other registry/trust funds having pending cases in the courts of Kinney County. No fees may be charged to these accounts due to the ownership of the funds.

### SECTION 3: COUNTY OVERVIEW

The County Treasurer and County Auditor will have primary interaction with the bank on matters of banking services. Both officers provide financial reports to the Commissioners' Court. No account should be opened under the County's EIN number without the written authorization of the County Auditor and the County Treasurer.

The County has multiple locations and officials that require separate accounts. Currently the County utilizes many separate accounts. The Treasurer handles the reconciliation of most of these accounts and will also be responsible for administering the agreement with respect to day-to-day activities, including deposits and withdrawals, ACH transactions, maintenance of account balances, daily reporting, etc. A list of County personnel authorized to deal directly with the bank will be provided following award of contract. The bank shall provide the County with a similar list of authorized personnel.

The County has approximately 115 employees and payroll is paid bi-weekly with most County employees paid by direct deposit. Bank must provide the capability for the County to utilize direct deposit payroll processing, allowing County employees to select the bank of their choice.

The County reserves the right to make investments outside the Depository Bank in accordance with the Laws of the State of Texas and the Investment Policy of Kinney County.

Primary responsibility for administration of the banking services agreement resides with the Treasurer who will monitor the bank's performance against provisions of the agreement, including the bank's proposal submitted in the response to this RFA.

### SECTION 4: FINANCIAL INSTITUTION

***To be considered the proposal must include a response to each question in this Section.***

#### **Creditworthiness**

1. Provide the most current annual financial statement. The bank will be required to submit an audited statement to the County each year of the contract period as soon as it is available. Confirm agreement to this requirement.
2. Provide the bank's most current Community Reinvestment Act (CRA) rating by its rating agency.
3. Provide the bank's current senior and subordinate debt ratings of the bank or holding company. As an alternative provide the current rating from an independent rating agency such as Highline, Veri banc, or comparable bank rating agency. The bank will be liable for notifying the County within thirty (30) days of any change in any of these ratings during the contract period. Confirm agreement to this requirement.

## **Customer Service**

Service will be a primary focus of the evaluation. Describe the bank's philosophy and approach to satisfying this need through the following responses. The County is particularly interested in high-performance customer service.

1. How does the bank anticipate satisfying the County's need for customer service?
2. How will the local branch bank and holding company provide the County with relationship support?
3. How does the bank intend to support the new and ongoing automation needs of the County? When are these planned to be available?
4. Are there any new services planned by the bank which may impact the County? When are these planned to be available?
5. Is the bank offering any transition or retention incentives? Describe fully and quantify completely.
6. The County requires the right to use a third party auditor to review the County's accounts, collateral, transactions, and bank records at any reasonable time. Confirm agreement with this condition.
7. Does the bank have a formal service review process to analyze its services on a regular basis? Describe.
8. How often do the account Provect representative plan to meet with the County regarding services?
9. What programs does the bank have in place to protect the County from fraud of all types? Describe.

## **References**

1. List references from three comparable Texas public entity clients, preferably counties. For each reference, include the length of time under contract, a client contact, telephone number and email.

## **Depository Agreement and Service Agreements**

1. Provide a copy of all the bank's depository and service agreements which will be required to be executed under the contract for services rendered (including depository and collateral agreements). Any changes required on the agreements will be discussed and agreed upon before award of the contract is made by the County.

## **Implementation Timeline**

The contract period will commence March 1, 2025. The County recognizes that not all services and funds will be transferred by this date but expects that all services should be available by that date that all services should be transferred by April 30, 2025.

1. Provide a proposed, detailed timeline for implementation of the contract. Include each activity required defined by its responsible party and assigned responsibilities. Denote any limitations or potential delay points.

## SECTION 5: REQUIRED BANKING SERVICES

***To be considered, the application must include a response to each of the questions in this Section and ALL associated fees must be detailed in Attachment A. All fees for all services anticipated must be detailed on the Attachment adding any level of detail necessary to determine the full cost of the service.***

It is the County's intent that the contract negotiated between the County and the Depository selected through this process will encompass all the services and conditions required in the RFA. Additional services offered by the Respondent may be included at the end of the RFA. This Required Services are minimum requirements, and any Respondent refusing or failing to provide minimal services will not be considered for selection as Depository.

### **Automated Cash Management Information Access**

The County requires web-based, automated cash management services and daily balance reporting (current and prior day) for timely access to balance information and transactions. It requires a high degree of automation within all service areas. Imaging of all checks and image retention is required. Imaging of deposit slips and deposit items is preferred. Preferably statements will be available in electronic form.

The County desires timely access to information for further download to the County's accounting software. Minimum on-line services should include online balance reporting, stop pays, positive pay, ACH, account transfers, and wire transfers. Daily balance reporting should include detail on all transactions with summary reporting on closing ledger and collected balances along with one-day float, at a minimum.

1. Provide a link to the bank's online portal and a sign-on for evaluation. Fully describe the bank's on-line service capabilities and systems, with examples and listing the system's online service capabilities.
2. Describe the ability to search historical transactions and reports as well as the ability to retrieve and download historical images.
3. Can customized reports draw across reporting modules and activities? Describe.
4. When in the prior day information available? Is intra-day information real-time or delayed?
5. Define history retention/archiving periods available.
6. Describe the security protocol for online services. How is authentication and authorization provided? How and by whom is the administration of the security module established and maintained?
7. What are the hours of available technical support? How is support provided?

### **Standard Collection and Deposit Services**

All deposits received by the bank's established deadline must be processed on the same day. Immediate verification is not required. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and securities maturities and coupons. All other checks clearing will be based on the bank's published availability schedule. Failure to timely credit the account will require payment reimbursement to the County at the then-current Fed Funds rate.

1. What is the bank's daily cut-off time at (a) banking centers (b) branches (c) vault
2. Are all items imaged? Please list items and availability online.
3. Are any deposits required to be made to a vault? If so, where is the vault located? Describe the process of the vault if not located in County limits.
4. Does the bank provide location tracking on deposits? Describe.
5. What e-receivable programs are available through the bank?
6. Does the bank require or prefer strapping and rolling?
7. Is there any limit to the number of deposits in one bag? Are these handled as separate advices?
8. When are credit/debit advices sent to the County from the deposit locations? How are these advices sent? Are images of originals provided with each advice?
9. Does the bank have any program to actively assist the County in collection through ACH for vendors or ongoing repetitive citizen payments?
10. How does the bank handle discrepancies in deposit amounts? What dollar limits are used for decisioning? What settlement process is followed?
11. How and when does notification of return items take place?
12. What type of deposit bags are used or required? Are these available from the bank? At what cost?
13. If provisional credit is given on deposit before verification, when does verification occur?
14. How much advance notice is required on coin and currency orders? Can orders be placed online? What is the turn-around time on orders?
15. Include a list of all the bank's deposit locations within the County's limits.
16. Is full information on returned checks provided? How and When?

#### **Remote Electronic Check Acceptance and Conversion**

1. Describe the bank's process and capabilities for remote capture. A web-based system is required.
2. What is the final deposit cut-off time with remote?
3. Are there any limitations on batch size or number of transmissions per day?
4. What options does the County have in scanners for use with the process in various volume locations? Is this equipment available through the contract: purchase or lease? List the equipment required along with its approximate cost(s).

#### **NSF and RCK Services (Re-presentment of Checks by ACH)**

The County does not currently utilize RCK but prefers availability for use under the contract. Currently, NSF checks paid to the County are automatically charged back for collection.

1. Describe the bank's current NSF process. Are checks automatically charged back? When?
2. How and when is the County notified of return items?
3. Is the bank currently using ACH for collection of NSF checks (RCK)? How long has the bank been providing this service? Describe the process.
4. With normal processing or RCK, how are the NSF and later collections matched/reconciled? Does the bank system cross reference the two transactions in any way?
5. Is NSF information, image, or occurrence available on-line? How long is it available online?



### **Standard Disbursing Services**

Standard disbursing capability for all accounts is required. This includes the payments of all County checks upon presentation. The County requires positive pay services and prefers payee name verification.

1. When is daily check clearing information available online through intra-day reporting? How long are transaction details maintained online?
2. Does the bank image all checks? How are reports and details made available?
3. The County requires that the bank shall cash free of charge all payroll checks for County employees regardless of the individual's account status with the bank. Confirm agreement with this condition.
4. Does the bank have any virtual card programs in place? Describe fully.
5. Describe any payment consolidation or e-payables services available.
6. Describe the handling of exception or non-standard items through the payment consolidation process. Describe the error tolerance limitations and subsequent handling requirements.
7. Will the bank check authorized signatures on all checks to ensure signatures of County Treasurer and Auditor in accordance with Local Government Code 113.043? What is the remedy for processing a check without both signatures?

### **Reconciliation and Positive Pay**

The County does not currently use positive pay for any of the accounts but will be moving to this process and will require the service in the new contract with complete indemnification for fraudulent checks. Payee verification is desired. The proposal must provide a fully automated, web compatible transmission process. Transmissions will be made as part of each check run.

1. Describe data transmission file and timing requirements for check registers? Are transmissions charged by file and by detail item?
2. Is positive pay input for manual checks available on-line? Describe.
3. Is exception reporting and handling managed totally online?
4. At what specific time is positive pay exception information reported to the County? How is the exception reported: e-mail notification or must the County check for exceptions?
5. At what specific time is the response required for County exception elections?
6. Does the bank provide payee positive pay?
7. Does the bank review exceptions errors for possible repair before creating a County exception item?
8. Are all checks, including those received over-the-counter by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on OTC transactions?
9. Describe your partial reconciliation services?
10. When are reconciliation reports available? How long are they maintained online? Are they downloadable? Provide samples of reconciliation reports.

### **Wires and Internal Transfer Services**

The ability to send and receive wire transactions on an automated or manual basis is required. Bank must provide the ability to restrict outgoing wire transactions (debits) to only those authorized and must also provide notification of wire transactions.

Income wire transfers must receive same day credit. Wire initiation and release must be available online. The County will require compensation for delays cause by bank errors at that day's Fed Fund rate.

1. Can all wire transactions be initiated online? Monitored online?
2. Can repetitive templates be created and stored? Is there a fee for wire and transfer template storage?
3. What level of authorization/release do repetitive or non-repetitive wires require? Is authorization for repetitive and non-repetitive the same?
4. Is future dating of wires and transfers available? How far in advance?
5. State wire access, posting, and cut-off times?
6. State the bank's policy o the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.
7. Can internal account transfers be processed totally on-line? Book debits/credits?
8. Is there a fee for internal transfers?

### **ACH Services**

1. Is online ACH service available for individual transactions as well as by transmission for batched files?
2. What is the policy and process for handling of ACH returned items?
3. Can ACH items and files be future dated?
4. What specific filters and/or blocks are available on the accounts?
5. What policy and process is used for file and item reversals and deletions?
6. Are ACH addenda shown in their entirety on-line and on detail reporting, reports, and statements? Does access to this information require access to additional, specific EDI modules?
7. The County requires pre-noting. Is there a fee for the pre-note?

### **Safekeeping Services**

All County investments will be made by the County Treasurer or County Auditor and instructions for clearing will be given to the bank by a County authorized individual. The bank will be required to provide book-entry safekeeping services or through a correspondent. Correspondent processing is not preferable. All fees must be detailed on Attachment A.

All securities must be cleared on a delivery versus payment (DVP) basis and ownership clearly and timely documented. All interest payments and maturities shall be given immediate credit to the appropriate DDA. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt sent directly to the County within one business day.

The bank's brokerage services will not be used for investment purchases in order to perfect DVP. Certificates of deposit may be purchased from the bank but these will be on a competitive basis.

1. Is trade initiation available online for securities? Monitoring? Describe online services.
2. Is the bank a member of FRB and DTC?
3. If a correspondent bank is to be used, which institution will be used? Define the process and confirm same-day crediting/debiting on all transactions. Describe any County actions required.
4. How are safekeeping fees charged? Hard charge or on the account analysis?
5. Are notifications sent on all transactions? When and how?
6. What time are delivery instructions required? Is there a fee charged for late instructions?

## Collateral Requirements

The initial amount of securities to be pledged against County funds (including Trust Funds), shall be adequate to fully collateralize the funds of the County plus 2% and shall continuously remain as such. The amount of the securities is subject to change as deposits fluctuate. Whenever the security provided shall be in excess of the amount required, the Bank shall notify the Kinney County Treasurer and with the approval of the Commissioners' Court, shall be permitted to release such excess. When the funds on deposit with the Bank shall for any reason increase beyond the amount of security provided, the Bank shall:

- Immediately pledge additional securities to the County to the extent that the security provided shall at no time be less than the total amount of County funds on deposit with the Bank plus 2%; and
- Immediately notify the County Treasurer of such action.

The County requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As public funds the County falls under provisions of Public Funds Collateral Act (Texas Government Code Chapter 2257) with additional restrictive County requirements. If funds are, for any reason, not swept, all deposits above FDIC insurance coverage must be collateralized to 102% with securities authorized by the County. Authorized collateral will include only:

- Obligations of the US Government, its agencies and instrumentalities, including mortgage backed securities and CMOs which pass the bank test.
- Obligations of any US state, their agencies and instrumentalities, and municipalities rated A or better by two nationally recognized rating agencies.
- FHLB Letters of Credit.

The following conditions must be met.

- Collateral must be held in an independent third party bank approved by the County outside the pledging bank's holding company.
- All deposits will be collateralized, above FDIC insurance, at 102% of principal plus accrued interest at all times.
- The bank is responsible for the daily monitoring and maintaining of collateral margin requirements.
- Pledged collateral will be evidenced by original safekeeping receipts/report sent directly to the County by the Custodian and the Custodian will prepare a report of collateral pledged including description, par, and cusip monthly directly to the County (market value is not required). The monthly report will not come from the Bank.
- Substitution rights will be granted if the bank/custodian obtains the County's prior approval and if substituting securities are received before previously pledged securities are removed from safekeeping. Collateral value will be maintained during substitution at 102% or above.
- Substitution approval will not be required if the County has daily, on-line inquiry access to collateral information.
- The Bank shall execute a depository agreement with the County for custody of pledged securities in full compliance with FIRREA. Approval of the agreement will be made by resolution of the bank's Board or Bank Loan Committee.
  - a. Confirm agreement with each of the collateral conditions stated above. State any exceptions.
  - b. Which institution will be used as custodian?

- c. Does the bank propose any collateral charges? If so, what are the charges and how are they applied?
- d. Provide the depository/collateral agreement for review.

### **Account Analysis**

A monthly account analysis report shall be provided for each account and on a consolidated relationship basis regardless of payment basis.

1. Provide a sample account analysis.
2. When is the analysis available online each month?
3. When is the analysis provided? How long is the analysis available maintained on-line?

### **Monthly Statements**

The Bank will provide monthly account statements on individual accounts and on a consolidated account basis. All accounts are on a monthly cycle using the calendar month as cut-off. Timeliness of reporting is critical.

1. Provide a sample statement.
2. When are statements available online?
3. Are statements provided in both paper and electronic format?
4. How long are statements maintained online?

### **Account Executive**

To ensure smooth contract implementation and service continuation, a specific account executive and backup must be assigned to the County account to coordinate services and expedite the solution of any problem. The account executive should meet County staff annually on banking matters at a minimum.

1. Provide the outline for the client support structure to be provided to the County by the bank.  
What level of support is provided by the local representative?
2. Provide the name and title of the proposed account executives.
3. How often do the representatives plan to meet with the County Treasurer regarding services?

### **Overdrafts**

Every effort will be made by the County to eliminate net aggregate daylight and overnight overdraft solutions.

1. State the Bank's policy regarding aggregate overdraft charges and the fees, if any.

### **Stop Payments**

The County currently averages 1 stop pay a month. An automated input process is required.

1. Describe the online stop pay service. Is the process entirely done online?
2. How long do standard stop payments and renewals remain in effect. What options for time periods are available?
3. How is a stop pay renewal or cancellation accomplished?
4. Is there a fee for renewals?
5. What is the deadline for same day action?
6. Will the on-line system verify if the check was cleared before accepting the stop pay?

### **Company Banking**

The County is interested in giving its employees the opportunity for enhanced banking services.

1. Does the bank have a banking service program available for County employees? Describe.

**SECTION 6: ADDITIONAL SERVICES**

If the Bank has additional services (such as e-payables and e-receivables) which may be of enhanced value or interest to the County, they can be proposed and fully described in this section. Any service presented should have all the associated costs detailed on the proposed fee schedule.

Application

The undersigned hereby makes application to the Kinney County Commissioners' Court for designation as County Depository for Kinney County and agrees, if so designated, to act as County Depository for Kinney County during the term named above in accordance with all applicable statutes of Texas.

\_\_\_\_\_  
Name of Bank

\_\_\_\_\_  
By

\_\_\_\_\_  
Title