



## 2025 DEPOSITORY BANK SELECTION TIMETABLE

Wednesday, February 19, 2025	Depository Bids advertised; Posted on Courthouse door
Wednesday, February 26, 2025	Depository Bids advertised
Wednesday, March 5, 2025	Depository Bids advertised
Wednesday, March 12, 2025	Auditor's office receives Bid Proposals 2:00 p.m.
Tuesday, March 25, 2025	Selection of County Depository 9:00 a.m.
Friday, April 11, 2025	Qualification of County Depository
Tuesday, April 22, 2025	Approval of Bank Security by Commissioners Court



## INSTRUCTIONS TO BIDDERS

BID OPENING DATE	Thursday, March 20, 2025
BID OPENING TIME	2:00 p.m.
MARK ENVELOPE	DEPOSITORY BANK PROPOSAL
CONTACT PERSON	Mary Horton Jackson County Treasurer Telephone number (361) 782-3402 E-mail: <a href="mailto:treasurer@co.jackson.tx.us">treasurer@co.jackson.tx.us</a>

Bidders shall respond only to the Specifications and Bid Sheet and complete the copy only as provided. The Specifications and Bid Sheet is to be used by the prospective bidder to submit its Depository Bank Proposal to Jackson County. The Application, Specifications and Bid Sheet, Anti-Collusion Agreement, Validation form, Agreement to Provide Banking Services, Conflict of Interest Questionnaire, Affirmation form, and certified check must be received before 2:00 p.m., Wednesday, March 12, 2025, by the office of County Auditor Michelle Darilek, 411 N. Wells Room 201, Edna, Texas 77957. Public opening of the bids will be held in the County Auditor's office, Jackson County Services Building, at that time.

The Commissioners Court of Jackson County reserves the right to reject in part or in whole any or all bids, waive minor technicalities, and award the bid which best serves the interest of Jackson County. Late bids will be returned to the Bidder unopened. **Jackson County will not be responsible for unmarked, or improperly marked bids, or for bids delivered to the wrong location.**

Jackson County is exempt from Federal excise and sales tax; therefore, tax must not be included in this bid.

**BID DOCUMENTS: All bids must be in sealed envelopes clearly marked with "DEPOSITORY BANK PROPOSAL". Completed Bids must contain one (1) original and eight (8) copies. The Original Bid must be clearly marked "ORIGINAL" and contain all original signatures.**

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidder to guarantee authenticity. All bids become the property of Jackson County and will not be returned to the bidder.

Bids must be submitted on the attached Bid Worksheet. All bids **MUST** be submitted using the **EXACT FORMAT** provided for by this document. Please make a clear distinction between the Invitation to Bid's language and the Bank's response.



The undersigned agrees, if this bid is accepted, to furnish any and all services upon which fees or interest rates are offered and upon the terms and conditions contained in the Specifications. Bid proposals will remain valid for ninety (90) calendar days after the opening of proposals unless a different period is noted by Bidder. By returning the Bid Worksheet, the Bank certifies that:

1. All rates and fees bid are to be firm for ninety (90) calendar days.
2. The contract is in compliance with the Financial Institution Reform, Recovery and Enforcement Act (FIRREA) of 1989. A resolution stating that this contract has been approved in writing by the bank's Board of Directors and is recorded in the minutes of their meeting must be furnished to Jackson County immediately upon awarding of contract.
3. Any deviations from these terms and conditions will be stated as such when returning the Bid Worksheet.

## **EVALUATION OF PROPOSALS**

Proposals will be evaluated with the objective of providing a Bank Depository Contract for a four (4) year term (2025-2029), with the option to renew for an addition two (2) years. Proposals will be evaluated by the Jackson County Treasurer and Auditor, which in turn will make Depository Contract recommendations to the Commissioners Court.

Depending upon the time required for evaluation of bids, it is anticipated that the Commissioners Court will select the four (4) year County Depository on Tuesday, March 25, 2025, at 9:00 a.m. The Commissioners Court reserves the right to accept or reject any and all bids and to award the Depository Contract in the best interest of Jackson County to the most responsible bidder.

The award of contract will be executed by the Jackson County Commissioners Court and will be confirmed by an award letter.



**SPECIFICATION AND BID SHEET  
FOR COUNTY DEPOSITORY OF  
JACKSON COUNTY, TEXAS  
2025-2029 (4 YEARS)**

***GENERAL SPECIFICATIONS***

Scope of the Contract: It is the intent of Jackson County to execute a contract with a bank wanting to be designated as the Jackson County Depository Bank. The contract will include monies of Jackson County held by the County Treasurer, the Clerk Registry of the Court (Trust Funds) accounts held by the Jackson County District and County Clerks, funds collected by the Tax Assessor-Collector, and any other funds collected or held under the tax identification number of Jackson County. In addition, special districts of Jackson County that do not select their own depository may be included, such as the Jackson County Emergency Service Districts, Jackson County Navigation District and Jackson County County-Wide Drainage District.

Minor Exceptions: Minor exceptions, conditions, or qualifications to the provisions of the County's specifications must be clearly identified as such, with the reason therefore.

Document: At bidder's request, this document will be furnished as a PDF file by e-mail to facilitate the completion of the bid. Please contact Mary Horton, County Treasurer at [treasurer@co.jackson.tx.us](mailto:treasurer@co.jackson.tx.us).

Payment for Services: Bank will specify fees required for services. Banking services not detailed on worksheet will be provided at no cost.

Investments Made Outside Depository Bank: Jackson County reserves the right to make external investments in accordance with the Laws of the State of Texas and the Investment Policy of Jackson County, which is attached to this bid.

Interest and Interest Rates: Variable interest rate bids and fixed interest rate bids on accounts and certificates of deposit shall be quoted by the Bank. Jackson County reserves the right to select the rate most favorable to the County at any time during the term of the contract, subject to banking laws.

Evaluation Method: Jackson County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

Continuing Non-Performance: Continuing non-performance of the vendor in the terms of this Contract shall be a basis for the termination of the contract by Jackson County. The County shall not pay for services, equipment, or supplies that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct



deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

Termination of agreement: Either party, upon ninety (90) days written notice prior to cancellation, may terminate the contract.

Claims, Suits, Causes of Action: Contractor shall provide the defense for and indemnify and hold harmless Jackson County from all claims, suits, causes of action, and liability arising out of the execution of this contract or in connection with Contractor's use of the premises thereunder.

### ***CONTRACTUAL REQUIREMENTS***

Compliance with Statutes: By returning the Bid Worksheet, Bank acknowledges that it understands the Revised Civil Statutes of Texas (Article 2548a of the Revised Civil Statutes of Texas) and as revised by Texas Local Government Code (Chapter 116, and Chapter 117) that pertain to the managing and safekeeping of County funds, including but not limited to those specified, and will comply with those statutes. In this document the statutes will be referred to as the "Code".

Duration: The Bank contract will be effective for a four (4) year term, ending sixty (60) days from the time fixed by law for the next selection of a depository.

If a time deposit maturity extends beyond the expiration date of the depository contract, the issuer will pledge sufficient securities required by law for public funds to Jackson County for the duration of the time deposit.

Renegotiation: Section 116.021 of the Code specifies in part that:

- a) 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 (2) years of the four (4) year contract.
- b) On the renewal of a contract, the County may negotiate new interest rates and terms with the bank for the next two (2) years in the same way and subject to the same conditions.

Amount to be Pledged: Within fifteen (15) days after the selection of the depository the selected Bank shall qualify as provided by law. Jackson County will accept a Securities Pledge Contract as provided under Texas Local Government Code Annotated Chapter 116, as the method of securing the funds of the County. The Bank selected as depository will execute within the timeframe prescribed by law a security pledge contract accompanied by securities as hereinafter specified.

The initial amount of securities to be pledged against Jackson County funds shall be adequate to fully collateralize the funds of Jackson County according to the laws of the



State of Texas and shall continuously remain as such. To compensate for increases or decreases in County deposits and fluctuations of market value of pledged collateral, the minimum market value of collateral will be 110% of County deposits.

Pledge securities shall be the kind prescribed by law, and must be acceptable to Jackson County. Securities pledged must be held by a Third Party Bank approved by Commissioners Court or at the Federal Reserve Bank, Dallas, Texas, and the County must receive a safekeeping receipt. The following securities are acceptable to Jackson County:

- U. S. Treasury Bills
- U. S. Treasury Notes
- Government National Mortgage Association Certificates
- Federal Farm Credit Bank Notes and Bonds
- Federal Home Loan Bank Notes and Bonds
- Federal National Mortgage Association Notes and Bonds
- Federal Home Loan Mortgage Corporations Notes and Bonds
- State of Texas Bonds
- Bonds of City, County and Independent School Districts located in Texas with a Moody's rating of AA or better or a Standard and Poor's rating of AA or better.

Adjustable rate mortgages (ARMs) and Collateralized Mortgage Obligations (CMOs) will not be acceptable. The bank must be the true and legal owner of all securities, which will be pledged to Jackson County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by the Bank under a repurchase agreement. The securities will be deposited with the Federal Reserve Bank of Dallas without expense to the County under an appropriate contract to be drawn to the provisions of Chapter 116 of the Code and amendments in accordance with the application, if approved.

Collateral Management: The Depository Bank must include, as part of the Bid, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. Also, separate, detailed monthly collateral reports are required for each taxing entity. Each report shall contain security descriptions, par value/current face and current market value.

Value of Collateral: The Depository Bank must propose how it will value pledged securities. The County at any time may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.

Awarding Contract: Jackson County will award the depository bank contract based on, but not limited to, the following criteria:

- Bank's past and prospective financial condition.
- Bank's ability to pledge adequate securities against County funds.



- Net rate of return on County funds.
- Ability to meet service requirements.
- Cost of services.

This proposal along with worksheets, submitted documents, and any negotiations, when properly accepted and awarded by Jackson County Commissioners Court, shall constitute a contract equally binding between the successful offer and Jackson County. No different or additional terms will become a part of this contract with the exception of a Change Order.

Bank Affiliation: Each bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. A bidder must be a Federal or Texas chartered bank doing business in and having a full service facility within Jackson County, Texas. State chartered banks MUST be able to perform all services required by this Invitation to Bid and MUST be a member of the Federal Deposit Insurance Corporation.

Submitting Financial Statements: All banks wishing to be designated as a Depository Bank must state the amount of the Bank's paid-up capital stock and permanent surplus and must submit a statement showing the financial condition of the Bank on the date of the application.

Good Faith Guarantee: Bank must submit with the Bid Worksheet a certified check or cashier's check in the amount of \$118,437.63 made payable to Jill S. Sklar, Jackson County Judge, as a guarantee of good faith in making the application for becoming the Depository Bank for the Public Funds under the jurisdiction of Jackson County. The check will be held by the County until the Depository Bank is selected and the securities have been pledged. (See APPLICATION FOR DEPOSITORY BANK).

Liquidated Damages for not Providing Security: As stated in Code Section 116.023: "If a bank is selected as a depository and does not provide the bond, the County shall retain the amount of the check as liquidated damages." A new depository shall then be selected.

Opening and Closing Accounts: Any accounts opened and/or closed under Jackson County's tax identification number must be approved by the County Treasurer.



## ***TYPES OF INTEREST BEARING ACCOUNTS***

Interest-Bearing Checking Accounts: Jackson County will have accounts established under these specifications for disbursing checks written on Jackson County funds. Checks and transfers will be written from these accounts and wire transfers, ACH transfers, internal bank transfers or deposits will be made to these accounts.

Sweep Accounts: Separate accounts may be established under these specifications for daily operating transactions. These accounts would be used when their rates exceed interest bearing checking account rates.

## ***SERVICES PROVIDED***

Contact Person: Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship, who will serve as the County's primary contact and who would be able to make decisions regarding operational aspects of this contract.

Reports: A detailed monthly collateral-to-deposit report is required for each taxing entity. The report shall contain security description, par value/current face and current market value. To compensate for increases or decreases in County deposits and fluctuation of market value or pledged collateral, the minimum market value of collateral will be 110% of County deposits.

Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following:

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

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

Depository Bank will have and maintain a minimum five percent (5%) primary capital to assets ratio as compiled by dividing total equity capital by total assets on the Federal Financial Institutions Examination Council reports. Copies of the FFIEC Form 32 statement will be included in the bid and shall be a continuing quarterly reporting requirement of the Depository Bank. Should primary capital ratio fall below five percent (5%), the Commissioners Court will review bank plans for future earnings and capital increases before determination is made to close out the accounts.

Statements: Monthly statements will include checks (front and back), deposit slips, transfer slips and debit and credit memos (imaged or original), processed for all



accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement.

Statements should be processed and ready to be picked up, mailed or available online no more than three (3) business days after the close of each month.

Computerized Services: It is requested that as a part of the bid the Depository Bank will provide an online communications link to the County for daily, monthly and history reporting of fund balances, managing controlled disbursements, collected and ledger balances, stop payment requests, confirmations, and detailed debits and credits for all accounts. The Bank must provide the capability for the County to download paid items to interface with the County's in house software program that will be utilized in the bank account reconciliation process.

Interest Rates: Floating interest rate bids and a fixed interest rate bids on accounts and certificates of deposit will be quoted by the Bank (refer to page 15 of this document). Jackson County reserves the right to select the rate most favorable to the County at any time during the term of the contract, within the guidelines of Section 116.021 of the Code.

Standard Disbursement Services: Standard disbursement services for all accounts are required to include the payment of all County checks upon presentation.

Standard Deposit Services: The Bank will guarantee immediate credit on all wire transfers, ACH transactions and Government checks upon receipt and all other checks based on the Bank's availability schedule. All deposits received before the Bank's established deadline will be credited daily.

Payroll Direct Deposit: Bank must provide the capability for the County to utilize direct deposit payroll processing, allowing employees to select the bank of their choice.

ACH Transactions: Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits. ACH blocking and/or electronic payment authorization services are requested.

Wire Transfers: Bank must provide the ability to send wire transfers of an automated or manual basis, and to provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.

Positive Pay: The Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the Bank for clearing. Any discrepancies shall be cleared by the County Treasurer before checks are paid by the Bank.



Daylight Overdraft Provisions: The proposal should include any Bank policy regarding daylight overdraft charges or handling.

Stop Payments: The Bank will be required to process stop payments on verbal instructions from the County Treasurer or assignee with follow-up written confirmation and/or such provision being included in the online computer program.

Stale Dated Checks: The Bank will agree not to honor stale dated checks on Jackson County accounts which are not endorsed by the County as acceptable after the 180-day limit.

Short-Term Financing: The County may require short-term financing during this contract.

Zero Balance Accounts: Certain accounts may be set up with capability of retaining a zero balance, as some are clearing accounts which zero from time to time. Statements are necessary for each statement period on each account, whether or not the account has had activity, for audit purposes.

Safe Deposit Box: The County may need off-premise storage of back-up media.

Expense Allowance: If awarded the Depository Contract and not the current Depository, indicate any offers to defer expenses incurred by the change.

Other Specified Services: As described on the Bid Worksheet, the Bank will acknowledge services provided and attendant fees for such.

Cash Management: On an ongoing basis, the County will require cash management advice as to how accounts and procedures should be structured. Also, the County must be kept informed of recent developments in cash management products.

Bidders are invited to propose additional cash management services that are not specified herein.



**Bank must complete the below information to validate the bid for Depository Bank.**

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

Name and address of Bidder:

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Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone Number \_\_\_\_\_

**ALL UNSIGNED BIDS WILL BE DISQUALIFIED.**



### APPLICATION FOR DEPOSITORY BANK

Certified cashier's checks totaling \$118,437.63 (one-half of 1% of 2024 unaudited revenues of Jackson County) made payable to Jill S. Sklar, Jackson County Judge, accompany this bid and are tendered under the terms of the law (Local Government Code, Section 116 and Section 117) and these specifications.

Amount of Paid-Up Capital Stock \_\_\_\_\_

Permanent Surplus \_\_\_\_\_

Total Stockholder's Equity as of \_\_\_\_\_ (date)

\_\_\_\_\_ is hereby authorized to receipt said check upon return.

\_\_\_\_\_  
(Bidding Bank)

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

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

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

Received certified cashiers' check for \$118,437.63 for \_\_\_\_\_.  
(Bank)

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

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



**AGREEMENT TO PROVIDE BANKING SERVICES**

DATE \_\_\_\_\_

We, \_\_\_\_\_ (name of bank), do hereby agree to provide banking services to Jackson County, Texas, for a four (4) year term, allowing the bank to establish, on the basis of negotiations with the County, new interest rates and financial terms of the contract that will take effect during the final two (2) years of the four (4) year contract.

JACKSON COUNTY

By: \_\_\_\_\_  
Jill S. Sklar, County Judge

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

By: \_\_\_\_\_  
Mary Horton  
County Treasurer

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



**JACKSON COUNTY TREASURER'S OFFICE  
ANTI-COLLUSION AGREEMENT**

I, \_\_\_\_\_, DO HEREBY CERTIFY AND AFFIRM THAT THE FOLLOWING STATEMENTS ARE TRUE AND CORRECT:

Neither my Bank nor I have entered into any agreement, contract, arrangement or understanding with any Jackson County Treasurer's office employee that in any manner would defraud the Treasurer of Jackson County;

Neither my Bank nor I have entered into any agreement with any person that would conspire to affect Jackson County Treasurer's trades or rates;

Neither I nor my Bank has offered to give, nor intend to give at any time hereafter any economic opportunity, future economic opportunity, special discount, gratuity, loan or service to any employee(s) in connection with my business relationship with Jackson County Treasurer's office;

Neither my Bank nor I have utilized any information obtained in whole or in part as a result of my business relationship with the Jackson County Treasurer's office for personal economic gain or for the benefit of others.

\_\_\_\_\_  
Broker/Banker

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**County of Jackson, Texas**

**BIDDER/PROPOSER'S SDNs/BLOCKED PERSONS AFFIRMATION**

*NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF THE AWARDED BID MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.*

1. Pursuant to 44 CFR Part 13.35, the Bidder/Proposer, hereby affirms that Bidder/Proposer:

***(Please check all that are applicable)***

\_\_\_\_\_ Is **not** excluded from doing business at the federal level.

\_\_\_\_\_ Is **not** listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Pursuant to Government Code Chapter 2270, Subtitle F and Government Code Chapter 2252, the Bidder/Proposer hereby affirms that Bidder/Proposer:

\_\_\_\_\_ Does **not** boycott Israel or invest in companies that boycott Israel

\_\_\_\_\_ Does **not** conduct business with Iran, Sudan, or a foreign terrorist organization

The County of Jackson may not make procurement transactions with SDNs/Blocked Persons, companies that boycott Israel and/or companies that conduct business with any known terrorist organization. By signing below the authorized official does hereby depose and verify the truthfulness and accuracy of the contents and the statements on this certification.

Proposer/Respondent  
Company Name

Proposer (Signature)

Date:

Proposer (Print Name)

Title/Position with Company

***Corporate Vendors Shall Furnish the Following Information:***

Where Incorporated \_\_\_\_\_

Charter Number \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

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

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

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**2025-2029 SPECIFICATIONS AND BID SHEET**

**Types of accounts:**

- Interest bearing account
- Money Market Deposit account
- Sweep account

Variable Interest  
Rate\*

Fixed Interest  
Rate

Minimum  
Balances

			\$	
			\$	
			\$	

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

In no instance will the rates paid on funds of the County be less than rates being offered to other customers of the bank regardless of the above guaranteed rates.

**Certificates of Deposit Variable Interest Rate\*:**

- Maturity 7 - 29 days
- Maturity 30 - 59 days
- Maturity 60 - 89 days
- Maturity 90 - 179 days
- Maturity 180 days - less than 1 year
- Maturity 1 year or more

	Less than \$100,000		More than \$100,000
	<input type="text"/> basis points (+/-)		<input type="text"/> basis points (+/-)
	<input type="text"/> basis points (+/-)		<input type="text"/> basis points (+/-)
	<input type="text"/> basis points (+/-)		<input type="text"/> basis points (+/-)
	<input type="text"/> basis points (+/-)		<input type="text"/> basis points (+/-)
	<input type="text"/> basis points (+/-)		<input type="text"/> basis points (+/-)
	<input type="text"/> basis points (+/-)		<input type="text"/> basis points (+/-)

**Certificates of Deposit Fixed Interest Rate:**

- Maturity 7 - 29 days
- Maturity 30 - 59 days
- Maturity 60 - 89 days
- Maturity 90 - 179 days
- Maturity 180 days - less than 1 year
- Maturity 1 year or more

	Less than \$100,000		More than \$100,000
	<input type="text"/> %		<input type="text"/> %
	<input type="text"/> %		<input type="text"/> %
	<input type="text"/> %		<input type="text"/> %
	<input type="text"/> %		<input type="text"/> %
	<input type="text"/> %		<input type="text"/> %
	<input type="text"/> %		<input type="text"/> %

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

In no instance will the rates paid on funds of the County be less than rates being offered to other customers of the bank regardless of the above guaranteed rates.

**Short-term Financing:**

- Variable rate
- Fixed rate

<input type="text"/>	%
<input type="text"/>	%

**Services Offered:**

- Monthly account analysis and/or statements
- Electronic, internet or online banking
- Digital deposit services (remote capture)
- Direct File Transmission or Electronic Transfers
- Automated balance reporting
- Wire transfers
  - Incoming
  - Outgoing
  - Repetitive
  - Non-repetitive
- ACH service transfers

			FEE
<input type="checkbox"/>	NO	<input type="checkbox"/>	YES
			\$
<input type="checkbox"/>	NO	<input type="checkbox"/>	YES
			\$
<input type="checkbox"/>	NO	<input type="checkbox"/>	YES
			\$
<input type="checkbox"/>	NO	<input type="checkbox"/>	YES
			\$
<input type="checkbox"/>	NO	<input type="checkbox"/>	YES
			\$
<input type="checkbox"/>	NO	<input type="checkbox"/>	YES
			\$
<input type="checkbox"/>	NO	<input type="checkbox"/>	YES
			\$

Outgoing bank initiated	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Computerized/online	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
ACH blocking and/or electronic payment authorization	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
In-house account transfers			
Non-repetitive	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Repetitive	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Computerized/online	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Account maintenance on checking accounts	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Account reconciliation per account	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Controlled disbursement accounts	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Zero-balance accounts	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Payroll direct deposit	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Payroll debit cards	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Positive pay	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Stop payments	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Overdrawn accounts	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Returned items	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Night depository services, including bags and keys	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Safe deposit box(es)	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Lockbox(es)	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Armored car	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Sequential check sorting	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Letter of Credit fee (Certificate of Deposit) third party financial institution, or with Federal Reserve Bank	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$

COMMENTS:

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<b>Supplies Provided:</b>			FEE
Deposit slips and/or books	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Check stock, laser	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Check stock, books and/or binders	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Endorsement stamps	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Bank deposit bags including locked or sealable bags	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Coin wrappers and currency straps	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$
Other	<input type="checkbox"/> NO	<input type="checkbox"/> YES	\$

COMMENTS:

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# EXHIBITS

**ACCOUNTS UNDER DEPOSITORY:**

Name	Type	12/2024 Average Balance*	12/2024		Tax ID
			Debits/ Credits	12/2024 ACH/Wires	
General Operating		\$302,937.42	580	526	*
Clerk Clearing		\$7,767.55	43	1	*
Tax Assessor-Collector - Prepaid/Mobile Home Escrow	non-interest bearing	\$20,414.94	0	0	*
Cafeteria Reimbursement	non-interest bearing	\$12,088.35	5	0	*
Tax Assessor-Collector - WebDealer ACH (sweep account)	non-interest bearing	\$0.00	0	0	*
General Operating	Money Market	\$974,794.42	0	0	*
Tax Assessor-Collector - Ad Valorem		\$1,195,944.35	1,370	28	*
Tax Assessor-Collector - General		\$50,676.97	447	0	*
Tax Assessor-Collector - Vehicle Inventory Taxes		\$3,625.48	4	0	*
District Clerk - Cash Bond	non-interest bearing	\$84,550.00	0	0	*
County Clerk - Special		\$57,908.10	2	0	*
Sheriff - Inmate Trust		\$19,409.65	64	0	*
Sheriff - Abandoned Motor Vehicle		\$2,501.71	5	0	*
Sheriff - Fee		\$12,611.68	3	0	*
Jackson County Emergency Services District #1		\$306,116.42			**
Jackson County Navigation District		\$8,725.48	0	0	**
Jackson County County-Wide Drainage District		\$932,842.81			**
Jackson County Emergency Services District #2		\$26,378.90			**
Jackson County Emergency Services District #1		\$139,661.29			**
Jackson County Emergency Services District #3		\$43,414.84			**
Jackson County Emergency Services District #3		\$51.35			**
Jackson County Emergency Services District #3		\$63.65			**
Jackson County Emergency Services District #3		\$7,479.10			**
Jackson County Emergency Services District Apparatus Reserve		\$415.77			**
Jackson County County-Wide Drainage District		\$234,369.13			**
Jackson County Emergency Services District #2		\$70,036.42			**
Jackson County Emergency Services District #2		\$632,734.65			**
<b>**may be higher than normal due to taxes</b>		<b>\$5,147,520.43</b>	<b>2,523</b>	<b>555</b>	

\*ACCOUNTS UNDER COUNTY TAX ID NUMBER

\*\*ACCOUNTS WITH SEPARATE TAX ID NUMBERS

*Account balances may be higher than normal due to taxes*