



**Eddie Trevino Jr.**

COUNTY JUDGE

(956) 544-0830  
(956) 544-0801 Fax

1100 E. Monroe Street  
Brownsville, Texas 78520

To: Applicant Cameron County Banks

From: Eddie Trevino Jr.  
Cameron County Judge

Re: Request for Applications for Bank Depository Contracts for Cameron County, Texas # 1222

Cc: Michael Forbes  
Purchasing Agent

In addition to the eight (8) bound and sealed applications that must be submitted to the County Judge's Office, on or before 12/9/20, please submit an additional complete APPLICATION set to:

Michael Forbes  
Purchasing Agent  
1100 E. Monroe, Room 345  
Brownsville, Tx. 78520



**Eddie Trevino Jr.  
County Judge**

(956) 544-0830  
(956) 544-0801 Fax

1100 E. Monroe St.  
Brownsville, Texas 78520

To: Applicant Cameron County Banks

From: Eddie Trevino Jr.  
Cameron County Judge

Date: September 28, 2020

Re: Applications For Bank Depository Contracts For Cameron County, Texas – No. 1222

Attached is an application for depository of public funds for Cameron County, Texas. Said application should be completed in its entirety indicating services that will, or will not, be offered, and the fees to be charged for said services that are offered. Also included (Exhibit "B") is a sample contract to be used as a template toward the agreement of the final contract.

Applications must be received in the Cameron County Judge's Office, Dancy Building, 2nd Floor, 1100 East Monroe Street, Brownsville, Tx, no later than **5:00 P.M., Wednesday, December 9, 2020.**

Applications will be opened in the Purchasing Dept. on the same day at 5:01 p.m. The Purchasing Dept. is located at Cameron County Courthouse (Dancy Building) 1100 East Monroe Street, 3<sup>rd</sup> Floor, Room # 345. All Proposers are welcome to attend this opening.

The Commissioners' Court of Cameron County reserves the right to reject in part or in whole any or all applications, waive minor technicalities, and award the application which best serves the interest of Cameron County. Late applications will be returned to the applicant unopened.

Applications may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initiated by applicant for authenticity.

**CAMERON COUNTY EXPRESSLY REQUESTS THAT APPLICANTS NOT DISCUSS THIS ENGAGEMENT OR THIS RESPONDENT'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER APPLICANTS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICE DEMONSTRATIONS. YOU MAY CONTACT THE COUNTY PURCHASING AGENT OR THE COUNTY TREASURER AT ANY TIME.**

Eight (8) copies of the bound and sealed applications are required, not to be opened until the final submission date and hour noted.

**All Applications received will be best and final. All requested revisions by County will also be best and final as received.**

Applications must be submitted on the attached application worksheet. By returning the application worksheet, the Bank certifies that:

1. It does not have any outstanding or unsatisfied financial obligation to the County.
2. All application submittals are to be firm for sixty (60) days.
3. Award of contracts will be executed by the Cameron County Commissioners' Court and will be confirmed by an award letter.
4. Any deviations from these terms and conditions must be stated as such when returning the application worksheet.
5. It has executed and submitted the attached non-collusion affidavit, which is attached hereto as Exhibit "C".
6. It has a check fraud protection system such as "Authorized Check Pay" or its equivalent.
7. It has submitted the Bank's Pricing Sheet, which is attached hereto as **Exhibit "A"**.

It is the intent of Cameron County to execute a contract with a bank desiring to be designated as the County Managing Bank. Returning the application worksheet, Bank acknowledges that it understands the V.T.C.A. local Government Code, Chapter 116.000 through 116.155 that pertain to the managing and safekeeping of County funds and will comply with those statutes. Also the Bank acknowledges that it understands the V.T.C.A. Local Government Code, Chapter 117.000 through 117.124 that pertain to depositories, certain trust funds and court registry funds held in trust by the County Clerk and District Clerk and will comply with these statutes.

**DURATION** - Contract duration will be for a **two (2) year or a four (4) year period**.

**EVALUATION AND SELECTION CRITERIA :**

**WEIGHTED QUANTITATIVE SCORING**

Each applicant will be assigned a score of 1- 4 by each evaluator for each criteria

- 4 = Very good / Exceeds expectations
- 3 = Above expectations
- 2 = Meets expectations
- 1 = Does not meet expectations
- 0 = non responsive

Utilization of 0 by evaluator requires Evaluation Committee's full consensus.

Evaluators score by category will be multiplied by the assigned weight for each criteria then totaled.

Scoring for price will be a ratio and based on a pro rata factor of the best price submitted.

Cameron County will evaluate Proposals as received based on the following criteria:

WEIGHT

- 10 Bank's financial position including past and prospective financial condition as well as safety and creditworthiness.
- 10 Experience providing depository services requested in application to similar accounts.
- 5 Net rate of return on County funds.
- 20 Ability to meet service requirements.
- 10 Cost of services including compensation: fees and charges to be applied to the County's accounts.
- 10 Cash management products available that will enhance the County's banking procedures.
- 15 Bank's ability, policy, and procedures to meet collateralization requirements.
- 20 Bank's online accessibility, availability of reports, etc..

Deadline for questions will be Monday, November 9, 2020. Answers will be posted to Purchasing Web site (Bids) on Thursday, November 19, 2020.

Once applications are reviewed and scored, a short list will be compiled. Interviews may be conducted with Proposers determined by total score rankings. Additional information may be required at that time. Negotiations will begin with the applicant selected for the project. Commissioners Court will make the final selection and possible approval of the contract.

**SUBMITTING FINANCIAL STATEMENTS** –All banks wishing to be designated as a Managing 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 application worksheet a certified cashier's check in the amount of **\$830,944.69** (one-half of one percent of the County's unaudited revenue for FY 2020 and one-half of one percent of the average daily balances of the County Clerk's and District Clerk's fee and trust funds) payable to Cameron County as a guarantee of good faith. The check will be held by the County until the Managing Bank is selected and the securities have been pledged.

**AMOUNT TO BE PLEDGED** – The initial amount of securities to be pledged, at market value, against Cameron County funds shall be no less than 105% of county deposits in order to adequately collateralize the funds of Cameron County according to the laws of the State of Texas and shall continuously remain as such. The amount is subject to change deposits fluctuate, with the approval of the Cameron County Treasurer. Securities pledged must be held at the Federal Reserve Bank, Boston. If the Bank uses a letter of credit, then the letter of credit must be of the United States or its agencies and instrumentalities. **Further, upon selection of the depository, the Commissioners Court will set the required term for the letter of credit, which shall be acceptable to the County.** The securities held as collateral must be in compliance with the Revised Civil Statutes of Texas, as revised by the Local Government Code, Chapter 116.000 through 116.155, and as further described above.

**PAYMENT OF SERVICES** – Bank will specify fees required for services. Banking services not detailed on the application worksheet will be provided at no cost.

**INVESTMENTS MADE OUTSIDE OF MANAGING BANK** – Cameron County reserves the right to make external investments in accordance with the Laws of the State of Texas and the investment policy of Cameron County, attached hereto as Exhibit “D”.

**INTEREST AND INTEREST RATE** – Variable interest rate proposed and fixed interest rate proposed on accounts and certificates of deposit shall be quoted by the Bank. Cameron 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.

**INTEREST BEARING ACCOUNTS**– Cameron County will have accounts established under these specifications for disbursing checks written on Cameron County funds. Checks and transfers will be written from these accounts. Wire transfers, ACH transfers, internal bank transfers or deposits will be made from these accounts.

Should you have any questions concerning this application, please contact David A. Betancourt, Cameron County, Treasurer, at 956-544-0819 or E-mail at [david.betancourt@co.cameron.tx.us](mailto:david.betancourt@co.cameron.tx.us).

Attach.

**APPLICATION FOR DEPOSITORY**

**PUBLIC FUNDS**

Honorable Commissioners County  
Cameron County, Texas

The \_\_\_\_\_ of Cameron County, Texas, a banking corporation, duly incorporated under the laws of Texas, with its domicile and principal place of business being located in the City of \_\_\_\_\_, Cameron County, Texas, hereby makes the application to be designated by the Commissioners Court at its regular term, the \_\_\_\_\_ day of \_\_\_\_\_, 2021, as County Depository for the public funds of Cameron County, Texas, and in support of this application states the following:

- 1. The amount of paid up capital stock of said bank is \_\_\_\_\_ dollars, and the amount of permanent surplus is \_\_\_\_\_ dollars.
- 2. A statement showing the financial conditions of applicant bank at the date of this application is being furnished and is made a part hereof for all purposes.
- 3. Applicant bank offers the following terms and conditions for transactions/processing activities including deposits and check.

	<b>YES</b>	<b>NO</b>	<b>FEE</b>
A. Will applicant furnish wire transfer service?	_____	_____	_____
B. Will applicant charge service on any of County's accounts?	_____	_____	_____
C Will applicant furnish?			
1. Deposit books (triplicate – original and two Copies)	_____	_____	_____
2. Endorsement stamps	_____	_____	_____
D. Will applicant furnish night depository services including bags and keys?	_____	_____	_____
E. Will applicant furnish postage and envelopes for bank-by mail use?	_____	_____	_____
F. Will applicant furnish coin counting and wrapping of all change?	_____	_____	_____
G. Will applicant furnish safe deposit boxes of adequate size and number?	_____	_____	_____
H. Will applicant charge for stop payment?	_____	_____	_____

- I. Will applicant furnish County with cashier’s checks as needed? \_\_\_\_\_
- J. Will applicant furnish County with collection and exchange services? (Peso exchange rate must be tied to the prior day published Wall Street Journal rate) \_\_\_\_\_
- K. Will applicant charge for accounts overdrawn for short periods of time? \_\_\_\_\_
- L. Will applicant furnish County with all checks that are necessary? \_\_\_\_\_
- M. Will applicant furnish bank reconciliation services as follows:
  - (1) find check sort? \_\_\_\_\_
  - (2) magnetic tape? \_\_\_\_\_
  - (3) paid list reconciliation report? \_\_\_\_\_
  - (4) compatible software for reconciliations? \_\_\_\_\_
- N. Will applicant provide lock boxes? \_\_\_\_\_
- O. Will applicant provide direct deposit of payroll via ACH? \_\_\_\_\_
- P. Will applicant provide Financial Services such as P/C based automated bank account reporting system? Inclusive of, but not limited to transfers between account, ability to download detailed transactions to a spreadsheet, ability to generate an account statement, view account detail, view account balance, etc. and telephone or P/C initiated wire transfer service? \_\_\_\_\_
- Q. Pay Source Cards required – will applicant comply? \_\_\_\_\_
- R. Will applicant provide Zero-Balance Accounts? \_\_\_\_\_
- S. Will applicant provide “Authorized Check Pay” or its equivalent? \_\_\_\_\_
- T. Will applicant provide Electronic Funds Transfer services as payment to Vendors? \_\_\_\_\_

4. Applicant bank offers the following terms and conditions for investment/borrowing functions: \_\_\_\_\_

A. Applicant bank agrees to extend credit for maturities of one year or less.

- (1) State fixed rate if applicable \_\_\_\_\_
- (2) State variable rate if applicable \_\_\_\_\_

B. Applicant bank agrees to accept Savings Accounts, in any amount, subject to withdrawal at any time. Interest rate to be \_\_\_\_\_ per annum, compounded monthly.

C. Applicant bank agrees to the use of Money Market Deposit Accounts. Yes \_\_\_\_\_ No \_\_\_\_\_

If yes:

- (1) Minimum deposit required \_\_\_\_\_.
- (2) State fixed rate if applicable \_\_\_\_\_.
- (3) State variable rate if applicable \_\_\_\_\_.

D. Applicant bank agrees to the use of Money Market Checking Accounts. Yes \_\_\_ No \_\_\_.

If Yes:

- (1) Minimum deposit required \_\_\_\_\_.
- (2) State fixed rate if applicable \_\_\_\_\_.
- (3) State variable rate if applicable \_\_\_\_\_.

E. Applicant bank agrees to the use of NOW Accounts, Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes:

- (1) Minimum deposit required \_\_\_\_\_.
- (2) State fixed rate if applicable \_\_\_\_\_.
- (3) State variable rate if applicable \_\_\_\_\_

F. Investment services. Fee \_\_\_\_\_.

G. Applicant bank agrees to pay the following rates of interest on various Certificates of Deposit:

(1) Certificates of Deposit of \$100,000.00 or more with a 7-day to 365 days' maturity.

- (a) State fix rate if applicable \_\_\_\_\_.
- (b) State variable rate if applicable \_\_\_\_\_.

(2) Certificates of Deposit below \$100,000.00 with a 7-day to 365 days' maturity.

- (a) State fixed rate if applicable \_\_\_\_\_.
- (b) State variable rate if applicable \_\_\_\_\_.
- (c) \_\_\_\_\_

H. List locations (addresses) of all current Bank locations within cameron County.

## I. SERVICE REQUIREMENTS

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

\_\_\_\_\_

Bank must also provide a list of contact personnel within the bank who are qualified to provide information and assistance in the following areas:

- General Information \_\_\_\_\_
- Safekeeping and Securities Clearance \_\_\_\_\_
- Posting and Deposit Discrepancies \_\_\_\_\_
- Stop Payments \_\_\_\_\_
- Balance Adjustments \_\_\_\_\_
- Collateral Adequacy \_\_\_\_\_
- Internal Transfers \_\_\_\_\_
- Wire Transfers \_\_\_\_\_
- Online PC Service \_\_\_\_\_
- Certificates of Deposit rate quotes \_\_\_\_\_

5. This application is offered for a contract duration of \_\_\_\_\_ **TWO YEARS (21-22)**

\_\_\_\_\_ **FOUR YEARS (21-24)\*\***

\*\* If a duration of four (4) years is selected, the contract shall allow 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 if the new financial terms do not increase the prices to the County by more than 10 percent. **As per all of Texas Statute V.C.T.A. Local Government Code, Section 116.021 of Subchapter B. – Establishment of Depository – Depository & Subdepository Contracts.**

**Applicant should keep in mind that only a two of four year contract will be selected. If not proposing on both two and four year contracts – keep in mind – the County may select option for award which you may have selected not to submit for.**

Other Comments/Statements

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\_\_\_\_\_  
**Bank Officer's Signature**

Note to Applicant Bank (Managing Bank): Attach your cashier's check in the amount of **\$ 830,944.69** as a good faith guarantee.

Alternate Arrangement (Participating Bank): If you wish to limit total County funds to **\$ 100,000.00**, attach your cashier's check in the amount of **\$ 500.00** as a good faith guarantee.

**“EXHIBIT A”**

CAMERON COUNTY 2020 DEPOSITORY APPLICATIONS  
Bank's Pricing Sheet (based on County's estimated historical activity)

	<u>May-20</u>	<u>June-20</u>	<u>July-16</u>	<u>Total #</u>	<u>Bank Yearly #</u>	<u>Bank unit \$</u>	<u>charge</u>
MAINTENANCE FEE	103	103	103				
ADMINISTRATIVE FEE							
DEBITS	2759	2477	2204				
VALULT ARMORED CAR DEPOSIT PF	1105	1383	886				
DEPOSITORY BAG HANDLING	759	970	623				
ON US ITEMS DEPOSITED	147	150	119				
LOCAL ITEMS	1029	1322	843				
FOREIGN ITEMS	2595	3136	2215				
LOOSE COIN	21468	26137	26339				
LOOSE CURENCY	3949999	5278267	3187495				
STOP PAYMENT	0	3	1				
STOP PAYMENT WEB BASED	127	100	86				
NSF CHARGE	2	0	3				
CHARGE BACK FEE	9	11	13				
REDEPOSIT CHARGE	8	12	12				
STATEMENT ON CD	1	1	1				
ACH MONTHLY MAINTENANCE	1	1	1				
ACH FILE	55	75	73				
ACH PER ITEM CREDIT/DEBIT	5038	7215	5184				
ACH RETURNS	0	4	3				
ACH NOTICE OF CHANGE	2	2	0				
ACH FILTER FEE	9	9	9				
POSITIVE PAY FILE	20	21	15				
POSITIVE PAY ITEM	1326	1943	1768				
WIRE TRANSFER INCOMING	7	12	11				
NET TELLER WIRES	2	3	3				
OFFICE BANKER /RDC FEE	3	4	4				
RDC ON-US ITEMS DEPOSITED	257	383	250				
RDC LOCAL ITEMS DEPOSITED	2627	3289	2551				
RDC FOREIGN ITEMS DEPOSITED	3759	4122	3545				

Average Ledger Balance \$ 120,880,043.61 *(as of July, 2020)*

Average Collected Balance \$ 120,576,717.31 *(as of July, 2020)*

Daily Ledger Balance \$ 113,116,392.41 *(as of 8/25/20)*

Daily Collected Balance \$ 112,802,045.17 *(as of 8/25/20)*

BANK TOTAL ANNUAL CHARGE =

	<b>Volume</b>	<b>Price Per Item</b>	<b>Total Price</b>
<b>OTHER SERVICES</b>			
Account Maintenance	106		
Checks paid-Debits	3,029		
Deposit Credits	2,126		
ACH Debit-Incoming	122		
ACH Credit-Incoming	893		
<b><u>DEPOSITORY SERVICES</u></b>			
Items Deposited-On Us Branch	783		
Items Deposited-On Us Peak Branch	86		
Items Deposited-Transit Branch	7,155		
Items Deposited-Transit Branch Peak	684		
Deposit Correction Fee	26		
Item Drawn on insufficient funds			
Image Statement Fee	1		
Return Deposited Items	29		
Special Statement (ex. weekly; duplicate; hold)			
<b><u>BRANCH SERVICES</u></b>			
Branch Cash Deposit per \$100	36,937		
<b><u>VAULT SERVICES</u></b>			
Cash Processing per \$100	170		
<b><u>WIRE AND OTHER FUNDS TRANSFER SERVICES</u></b>			
Incoming Domestic Wire w/Fax and/or Email Notification	3		
Outgoing Wire-Voice/Fax initiated	114		
Outgoing Customer Repetitive-online	2		
Internal Book Transfers via Wire System	107		
<b><u>IMAGE CASH LETTER</u></b>			
Image Cash Letter Maintenance	1		
ICL per item	30		
<b><u>BANK REMOTE DEPOSIT</u></b>			
BANK Remote Deposit Maintenance	1		
CRD additional scanner location	1		
CRD online per item	5,432		
<b><u>ACCOUNT RECONCILIATION SERVICES</u></b>			
Full Check Recon Monthly Maintenance	1		
Per Items 1-9,999	1,679		
Transmission Output	1		
<b><u>E-ACCESS-Online Services</u></b>			
<b>BANK e-Access Monthly Maintenance</b>			
First Account	1		
Additional account(s)	105		
Wire Transfer Module	1		
Wire Transfer Add'l Acct	59		
Stop Payments	1		
e-Access Alerts - per alert	48		
Book Transfers	395		

Online Bank Statements	104
ACH Returns/NOC Report	1
<b><u>Positive Pay Module (Online, Non-Image)</u></b>	
Monthly Maintenance w/o Recon	2
Exceptions/Suspect per item	25
Items 1 - 9,999	1,549
<b><u>Image Services (per Account)</u></b>	
Stmt Item Images Only, Monthly Maintenance	84
Per Item Stored (captured)	4,755
Per Item Retrieved	376
Deposit Item Detail Imaging, Maint	74
Dep Items Reported w/ Images	13,013
Deposited Item Images Retrieved	9
<b><u>CD ROM SERVICES</u></b>	
BANK View Statement Items	
with check truncation	1
additional account maintenance	13
Per CD ROM	1
Per Item Imaged	1,899
<b><u>ACH SERVICES</u></b>	
ACH Maintenance	6
Per Item - Credit/Debit	4,275
ACH Prenotes	44
ACH Input Fee	26
Per Credit/Debit Returned	2
Per Notification of Change	

**BANK PAYSOURCE CARD SERVICES**

Monthly Maintenance

Per Item

Per Card Set-Up

**TOTAL SERVICES PERFORMED (monthly) - \$ \_\_\_\_\_**

**Additional:**

Checks cost 250 ea - \$ \_\_\_\_\_

Checks cost 500 ea - \$ \_\_\_\_\_

Checks cost 1,000 ea - \$ \_\_\_\_\_

Tamper evident bags 9 X 12 \$ \_\_\_\_\_ price pr/ box of 100

Deposit Books (triplicate – original & 2 copies) \$ \_\_\_\_\_

Deposit Books (duplicate – original & 1 copy) \$ \_\_\_\_\_

Endorsement stamp \$ \_\_\_\_\_

**Note:**  
*Additional banking services and products not listed within Exhibit A: Pricing Sheet will be negotiated at time of request.*

All additional charges not listed (please note description & charges):

CAMERON COUNTY DEPOSITORY APPLICATIONS  
Proposed Annual Interest to be paid to Cameron County by Bank  
and based on County's estimated historical activity.

Based on \$120,000,000 what would the County's Interest earnings be  
pr/yr? \_\_\_\_\_

INTEREST EST \$ \_\_\_\_\_ (max \$ \_\_\_\_\_) *if applicable*

SERVICE CHARGES \$ \_\_\_\_\_

BANK SUPPLIES \$ \_\_\_\_\_

NET GAIN \$ \_\_\_\_\_

OR

NET LOSS \$ \_\_\_\_\_



The DEPOSITORY BANK must keep sufficient securities, as allowed by the County's Investment Policy and Procedure, in order to collateralize the COUNTY'S funds at no less than 105% at market value of COUNTY funds held by the DEPOSITORY BANK at any time. The DEPOSITORY BANK further agrees that, at the expiration of the term for which it has been chosen as the COUNTY'S depository, it will turn over to its successor all funds, property, and other things of value, coming into its hands of DEPOSITORY BANK upon receipt of written instructions from the COUNTY, provided however that COUNTY agrees that DEPOSITORY BANK shall have the right to retain deposits in an amount sufficient to pay all outstanding checks. At such time, this agreement is to become null and void, and the securities set forth on Exhibit "B" shall be returned to the DEPOSITORY BANK.

#### OBLIGATIONS OF DEPOSITORY BANK

The DEPOSITORY BANK, in consideration of having been selected as depository of the COUNTY, and for the purpose of qualifying as such depository, hereby agrees to either obtain a letter of credit of the United States or its agencies and instrumentalities; or to pledge with the COUNTY an amount of United States Government Treasury Securities or investments at market value allowed under V.T.C.A., Government Code §2257.001 et seq. and amendments thereto; or to use a combination of both, in an amount not less than 105% of COUNTY deposits at all times in order to adequately collateralize the funds of Cameron County according to the laws of the State of Texas and shall continuously remain as such. If pledging United States Government Treasury securities, then they are to be held in safekeeping with the FEDERAL RESERVE BANK OF BOSTON, MASSACHUSETTS, as TRUSTEE for the benefit of the COUNTY, and in conformity with V.T.C.A. Local Government Code Section 116.001 et seq.

If DEPOSITORY BANK shall desire to sell or otherwise dispose of any one or more of securities so kept in safekeeping with TRUSTEE, it may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein and by the

Public Funds Collateral Act. Such right of substitution shall remain in full force and may be exercised by DEPOSITORY BANK as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder and by the Public Funds Collateral Act and other applicable law. If at any time the aggregate market value of such collateral so deposited with TRUSTEE be less than the total sum of COUNTY'S fund on deposit with said DEPOSITORY BANK, DEPOSITORY BANK shall immediately transfer for safekeeping with the TRUSTEE such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of collateral. DEPOSITORY BANK shall be entitled to income on securities held by TRUSTEE, unless there is insufficient collateral on deposit with the TRUSTEE to cover the public funds as required by law at the time the request is made. Approval of the COUNTY will be required in the event there is a collateral deficiency that is not seasonably cured and if the COUNTY'S consent is not given, the income becomes collateral for public funds to the extent of the collateral deficiency, and COUNTY is authorized to instruct TRUSTEE in writing not to deliver or credit said income to DEPOSITORY BANK.

It is the intention and desire of the parties to this agreement that the TRUSTEE will promptly forward to DEPOSITORY BANK copies of safekeeping or trust receipts covering all such collateral held as collateral for COUNTY'S funds and/or public funds including substitute collateral as provided for herein. DEPOSITORY BANK will forward a monthly report to COUNTY showing all of the securities held in safekeeping.

If at any time the collateral in the hands of the TRUSTEE shall have a market value in excess of the sum of balances due COUNTY by DEPOSITORY BANK, the COUNTY shall authorize the withdrawal of a specified amount of collateral in writing to the TRUSTEE upon written request by DEPOSITORY BANK.

Said securities herein pledged shall be held by said TRUSTEE until the removal of all County funds from \_\_\_\_\_ which has been appointed as DEPOSITORY BANK, and until its successor has been duly and legally appointed and qualified, or until this agreement has been renewed and extended by mutual consent between the DEPOSITORY BANK and the COUNTY but in no event later than fifteen (15) days after all of the County deposits have been removed, whereupon, if the DEPOSITORY BANK has complied in full with the above conditions, and is in no way in default, said TRUSTEE shall turn over to the DEPOSITORY BANK the above described securities.

DEPOSITORY BANK agrees to send a monthly account analysis and DEPOSITORY BANK'S quarterly call reports to the County Auditor's Office and to the County Treasurer's Office. DEPOSITORY BANK further agrees to enter into an agreement whereby DEPOSITORY BANK agrees to provide the service of paying only COUNTY'S issued checks as described on information provided by the COUNTY. See Authorized Check Payment Agreement attached hereto as Exhibit "C" and incorporated by reference as if fully set forth herein.

#### TERMINATION

In the event the DEPOSITORY BANK defaults in its performance in any of the above provisions, and fails to cure such default within two (2) working days after receiving written notice of default from the COUNTY, the TRUSTEE shall deliver to the COUNTY, upon the request of the COUNTY, all of said securities, or such portion thereof as shall be required by the COUNTY to make good the full and complete performance of the above conditions or, at the option of said COUNTY, shall sell all or such portion of said securities as may be necessary to make good any deficiency in the performance of the above conditions by the DEPOSITORY BANK, and turn over the proceeds of said sale to the COUNTY. COUNTY agrees to refund the DEPOSITORY BANK the amount of said securities that were not used to make good the deficiency.

The above provisions are given in addition to any remedy that the COUNTY may have in any suit brought on this contract in any court of this State. Any suit arising out of or in any way connected with this contract shall be tried in the County of Cameron and State of Texas in any court, therein having jurisdiction of the subject matter of said suit.

#### COLLATERAL

DEPOSITORY BANK represents that the collateral pledged to COUNTY is not otherwise assigned, pledged or encumbered and that no lien, or security interests exist other than the security interest held by the COUNTY pursuant to this agreement. Possession of the collateral by the TRUSTEE is intended as perfection of COUNTY'S security interest herein. DEPOSITORY BANK agrees that the collateral (in the form and amount required by law) is held by TRUSTEE for the benefit of COUNTY and as security of COUNTY'S funds.

#### DEPOSITORY BANK'S PROCESSING WARRANTY

DEPOSITORY BANK warrants that all of its hardware, software, and firmware shall be able to accurately process date data. DEPOSITORY BANK further agrees to indemnify and hold CAMERON COUNTY, its officials, officers, agents and employees, harmless for any and all losses, claims, lawsuits, legal expenses and other costs related to DEPOSITORY BANK'S hardware, software, and firmware.

#### NO ORAL AGREEMENTS

THIS WRITTEN DEPOSITORY CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

SUBSEQUENT AGREEMENTS

Any subsequent agreements between COUNTY and DEPOSITORY BANK shall be subject to this Depository Agreement. If any terms/clauses of other agreements conflict with terms/clauses of this Depository Agreement, then this Depository Agreement shall take precedence over the other agreement. Any additional term(s) or issue(s) in subsequent agreements shall be incorporated into this Depository Agreement by addendum approved by the COUNTY.

EXECUTED this \_\_ day of \_\_\_\_\_, 2021, by the undersigned duly authorized officers of the parties hereto.

FOR DEPOSITORY BANK:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

FOR COUNTY:

\_\_\_\_\_  
(Signature)

Eddie Trevino, Jr  
Cameron County Judge

TRUSTEE:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

The within Depository Agreement showing approval by the Commissioners Court of this County was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and duly recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ Bank Record of Cameron County, Texas.

Witness my hand and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Sylvia Garza-Perez, Cameron County

The within Depository Agreement having been approved as evidenced by Board of Directors resolution attached as exhibit one, which authorizes \_\_\_\_\_ to execute this agreement as authorized agent for DEPOSITORY BANK.

\_\_\_\_\_  
President of

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF CAMERON

BEFORE ME, on this day personally appeared \_\_\_\_\_, (title with Bank), known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the \_\_\_\_\_, a corporation, for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF CAMERON

BEFORE ME, the undersigned authority, on this day personally appeared Eddie Trevino Jr, County Judge of Cameron County, Texas, known to me to be the person whose name is subscribed in the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF CAMERON

BEFORE ME, on this day personally appeared \_\_\_\_\_,  
Banking Officer of \_\_\_\_\_, known to me to be the  
person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed  
the same as the act and deed of the \_\_\_\_\_, a corporation,  
for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State of Texas

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

My Commission Expires: \_\_\_\_\_

**CAMERON COUNTY**

**INVESTMENT POLICY  
AND  
PROCEDURES**

Attached is the Investment Policy re-approved by Commissioners Court on 8/18/2020

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# CAMERON COUNTY

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# CAMERON COUNTY

## INVESTMENT POLICY AND PROCEDURE

### 1.0 INVESTMENT STRATEGY

All funds of Cameron County that are invested, are invested by matching the maturity of investments with liabilities. Investments are made with the intention of holding to maturity, but with the ability to liquidate should funds be needed at any time. This strategy is achieved by utilizing our Depository Banks Money Market Accounts, Certificates of Deposit and short term Treasury Bills, and Investment Pools, all with a stated final maturity of one year or less. The County operates various activities that differ in funding needs and requirements. Operating Funds, Capital Project Funds, Reserve Funds, Agency & Fiduciary Funds and Trust Funds are the category of funds maintained by Cameron County.

#### 1.01 Investment Pools

Investment Pools will be limited to 60.0% of the total outstanding investment portfolio with the stipulation that no more than 35.0% can be held in any one registered pool.

#### 1.02 Operating Funds

Operating funds provide for the daily activities of department. These resources should be kept relatively liquid. Two weeks average requirements should be kept in investments that offer daily liquidity. Funds are released weekly by approval of the Commissioners' Court. Other resources should be invested in a laddered set of investments in 30, 60, 90 day investments and/or more if warranted.

#### 1.03 Capital Project Funds

Investment of capital project funds should be matched with the anticipated project draws. Upon receiving funding for a construction project, the engineer, architect and auditor should schedule the required resources and the treasurer should match investment maturities to coincide with construction draws.

#### 1.04 Reserve Funds

Reserve funds are in place to provide for a shortfall, or to provide for repairs in cases of natural disaster. Reserve funds that are in place to pay the debt service of an issue if other funds are not available should be invested in instruments that mature immediately prior to the debt issue it secures. Six month maturities are typical for these funds. If more than six months in reserves exist, then investments may extend to 30 days, still with maturities immediately before due date for payments.

Emergency reserve funds should be kept more liquid than bond debt reserves. Park System reserves during Hurricane Season, during the months of May through October, should be invested no more than 30 days. Other reserve funds should be invested in a ladder scheme in various investments that have a step system of maturities. A portion of funds should be kept in daily liquid funds for immediate access.

Operating Reserve funds should equal a level of two-month operating requirements. These funds, too, should be kept in a laddered set of investments, with one month's reserves kept in daily liquid funds such as money market investments or investment pools.

## 2.0 INVESTMENT SCOPE

### 2.01 Legal Authority to Invest

TEXAS GOVERNMENT CODE ANN., sec. 2256.003 et seq. (Vernon 1995) authorizes the Commissioners Court to invest county funds.

### 2.02 County Investment Portfolio Structure

This investment policy applies to all financial assets of all funds of Cameron County, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, **unless it is in contravention of any depository contract between Cameron County and any depository bank, and or expressly prohibited by law.**

### 2.03 Applicability of Policy

This policy governs the investment of all financial assets of all funds of Cameron County, and is managed in compliance with this policy and all applicable state and federal laws.

## 3.0 INVESTMENT OBJECTIVES AND PRIORITIES

### 3.01 General Statement

This policy serves to satisfy the statutory requirements of the TEXAS GOVERNMENT CODE, ANN., Title 10, Section 2256. Public Funds Investment Act, to define and adopt a formal investment policy.

### 3.02 Safety of Principal

The primary objective of Cameron County is to ensure the safety of principal in all funds and to avoid speculative investing.

### 3.03 Maintenance of Adequate Liquidity

The secondary objective of Cameron County is to strive to maintain adequate liquidity, through scheduled maturity of investments, to cover the cash needs of the county consistent with the objectives of this policy.

### 3.04 Desired Diversification

It will be the policy of Cameron County to diversify its portfolio to eliminate the risk of loss resulting from over concentration of liquid assets with a specific maturity, a specific issuer or a specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.

### 3.05 Rate of Return on Investments

It will be the objective of Cameron County to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives and state and federal law governing investment of public funds.

### 3.06 Maturity

Portfolio maturities will be structured to achieve the highest return of interest consistent with liquidity requirements of the County's cash needs. No investment shall have a legal stated maturity of more than twelve (12) months.

### 3.07 Quality and Capability of Investment Manager

It is the County's policy to provide periodic training in investments for the County Treasurer through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the County Treasurer in making investment decisions, in compliance with Sec. 2256.008 of the Public Funds Investment Act.

## 4.0 INVESTMENT RESPONSIBILITY AND CONTROL

### 4.01 Delegation of Investment Authority

In accordance with Sec. 2256.005 of the Public Funds Investment Act, the County Treasurer, under the direction of the Cameron County Commissioners Court, may invest County funds that are not immediately required to pay obligations of the County. The County Treasurer shall maintain procedures for the operation of the investment program, consistent with this investment policy.

### 4.02 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performance. Members of the Committee include: an Investment Banker, a Banker, a Private Citizen, all appointed by the Commissioners' Court, the County Judge or his designee, the County Treasurer, the County Auditor, and an attorney from the Legal Division of the Commissioners Court office. Members should have demonstrated knowledge and expertise in the area of finance, investments, or cash management. The Chairman of the committee will be the County Investment Officer. Meeting will be called as needed. Members of the Committee will not be allowed to conduct any business, relating to the nature of the Committees purpose, with the County, for a period of one (1) year from the date of their expired term. The Court appointments will expire at the annual review of the Investment Policy and may be reappointed at the pleasure of the Commissioners' Court.

### 4.03 Prudence and Ethical Standards

Cameron County implements the "prudent person rule" when managing the portfolios within the applicable legal and policy constraints. The prudent person rule is restated as follows:

"Investments must be made with the judgment and care, under prevailing circumstances, which persons of prudence, discretion and intelligence would exercise in the management of their own affairs for investment, not for speculation, considering the probable safety of their capital as well as the probable income to be derived."

### 4.04 Liability of Investment Officer

In accordance with Sec. 113.005, Texas Local Government Code. The County Treasurer is not responsible for any loss of the county funds through the failure or negligence of a depository. This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a misappropriation of the funds, or from responsibility for funds until a depository is selected and the funds are deposited.

4.05 Accounting and Audit Control

The Cameron County Treasurer will establish liaison with the Cameron County Auditor in order to assist the County Auditor with their accounting and auditing controls.

- 4.06 The Cameron County Treasurer is subject to audit by the Cameron County Auditor. In addition, it is the policy of the Cameron County Commissioners Court, at a minimum, to have an annual audit of all County funds by an independent auditing firm. The Cameron County Treasurer and the county's investment procedures shall be subject to the annual and any special audits as required.

5.0 INVESTMENT REPORTING

In accordance with Texas Government Code, Title 10, Sec. 2256.023, the Cameron County Treasurer will report quarterly the portfolio statistics, listing the type and description of investment in detail, the broker/dealer used for purchase, the yield to maturity, the stated maturity date, and the previous and current market value.

6.0 INVESTMENT INSTITUTIONS

6.01 Depository Bank

Fully collateralized Time Deposits, Certificates of Deposit, Money Market accounts and Interest- Bearing Checking accounts shall be placed at the County Depository Bank under a depository contract executed by Cameron County Commissioners Court and in compliance with V.C.T.A., Texas Local Government Code, Chapter 116.

6.02 Broker/Dealers

The Cameron County Treasurer shall invest county fund consistent with federal and state law and the current Bank Depository Contract. Purchases shall be made with U. S. Government Securities Dealers appearing on the Primary Government Securities Dealers list and the Capital Market Division of the Depository Bank. Dealers must comply with Section 6.03 of this Investment Policy to be selected.

6.03 Approval of Broker/Dealer

The Cameron County Treasurer reviews the applications of the broker/dealer/financial institutions for compliance with this policy and recommends institution for approval. To be recommended for approval, a broker/dealer/financial institution must demonstrate possession of the following criteria:

- 6.031 Institutional investment experience,
- 6.032 Good references from public fund investment officers,
- 6.033 Adequate capitalization per the Capital Adequacy Guidelines for Government Securities

Dealers,

- 6.034 An understanding of this Investment Policy,
- 6.035 Regulation by the Securities and Exchange Commission (SEC),
- 6.036 Membership in good standing in the National Association of Securities Dealers, Inc.,
- 6.037 and Valid Licensure from the State of Texas.

7.0 INVESTMENT INSTRUMENTS

The Cameron County Treasurer shall use any or all of the following authorized investment instruments consistent with governing law and this policy:

7.01 Bank Investments

- 7.011 Fully collateralized Time Deposits,
- 7.012 Fully collateralized Certificates of Deposit,
- 7.013 Fully collateralized Money Market Accounts,
- 7.014 Fully collateralized Interest-Bearing Checking Accounts.

7.02 Direct Investments

- 7.021 United States Treasury Securities,
- 7.022 Excluded in the direct investments are derivative securities including but not limited to Collateralized Mortgage Obligations.

8.0 INVESTMENT PROCEDURES

8.01 Confirmation of Trade

A confirmation of trade will be provided by the broker/dealer to the Cameron County Treasurer for every purchase of an investment security. This trade ticket and confirmation will become a part of the file that is maintained on every investment security.

8.02 Delivery versus Payment

It will be the policy of the County that all Treasury and Government Agencies securities shall be purchased using the “delivery vs. payment” (DVP) method. By so doing, County funds are not released until the County has received the securities purchased.

8.03 Safekeeping Institution

All purchased securities shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

All pledged securities by the Depository Bank shall be held in safekeeping by the County, or a County account in a third party financial institution, or with a Federal Reserve Bank.

9.0 COLLATERAL AND SAFEKEEPING

9.01 Collateral or Insurance

The Cameron County Treasurer shall insure that all county funds are fully collateralized or insured consistent with federal and state law and the current Depository Contract in one or more of the following manners:

- 9.011 FDIC insurance coverage,
- 9.012 United States Government Bonds, Notes, and Bills,
- 9.013 Securities of federally sponsored U. S. Agencies and instrumentality’s of the United States Government and/or obligations, including letters of credit, of the United States or its agencies and instrumentalities.
- 9.014 No Collateralized Mortgage Obligations are acceptable.

9.02 Safekeeping

Securities pledged as collateral shall be deposited in trust with the Federal Reserve Bank or another disinterested third party bank under an appropriate legal contract. The amount of such securities pledge shall be determined by their market value.

9.03 Collateral Reporting

The Cameron County Treasurer shall report to the County Commissioners Court his or her valuation of all collateral compared to all county deposits on a quarterly basis. Collateral deficiencies should be identified and immediately corrected through additional collateral deposited or reductions in the volume of deposited funds.

10.0 INVESTMENT POLICY REVIEW AND AMENDMENT

10.01 Review Procedures

The Cameron County Commissioner’s Court shall review its investment policy and investment strategies not less than annually.

10.02 Changes to the Investment Policy

The County Treasurer and the Investment Advisory Committee must review the Cameron County Investment Policy not less than annually and may recommend changes, as needed, to the Commissioners Court.

11.0 EXHIBITS AND APPENDICES

- 11.01 Exhibit No. 1: Broker/Dealer Certification
- 11.02 Appendix A: Govt. Code Title 10. Chapter 2256,  
The Public Funds Investment Act
- 11.03 Appendix B: Govt. Code Title 10. Chapter 2257,  
The Public Funds Collateral Act

**REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this Application.

***THIS FORM MUST BE RETURNED WITH YOUR APPLICATION.***

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_

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

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

THE STATE OF TEXAS §
COUNTY OF CAMERON §

BANK DEPOSITORY

AFFIDAVIT

The undersigned certifies that the Application prices contained in this Application has been carefully checked and are submitted as correct and final and if Application is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing Application submitted by \_\_\_\_\_ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said Application has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Application in collusion with any other Proposer. The Applicant is not a member of any trust, pool, or combination to control the price of products or services Application on, or to influence any person to Application or not to Application thereon. I further affirm that the Applicant has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Application. The contents of this Application as to prices, terms or conditions of said Application have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Application.

Name and Address of Applicant :
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

Signature

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

SWORN TO AND SUBSCRIBE BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

THIS FORM MUST BE RETURNED WITH YOUR APPLICATION

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident Applicant ” refers to a person who is not a resident.

“Resident Applicant ” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that \_\_\_\_\_ is a Resident  
(Company Name)  
Applicant of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)  
Applicant as defined in Government Code §2252.001 and our principal place of business is  
\_\_\_\_\_  
(City and State)

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

***THIS FORM MUST BE RETURNED WITH YOUR APPLICATION***

**CAMERON COUNTY EXPRESSLY REQUESTS THAT PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT - OR COUNTY TREASURER AT ANY TIME.**

**FROM APPLICATION OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS PROPOSAL.**

01. Has any individual with the firm submitting this Proposa response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Application, other than questions to the Assistant County Auditor/Purchasing Officer?

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02. Has any individual with the firm submitting this Application response made any contact with any other Applicant concerning this Application?

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

\_\_\_\_\_  
Date

***THIS FORM MUST BE RETURNED WITH YOUR APPLICATION***

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a Commissioners Court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

- 1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.):

Cameron County Acct #'s : Real Estate Personal Property

01. Is the person or the firm submitting this Application current with all local and State taxes?

\_\_\_\_\_

Signature of person doing business with the governmental entity

Date

THIS FORM MUST BE RETURNED WITH YOUR APPLICATION

**Certification Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this

application had one or more public transactions terminated of cause or default.

Signature: \_\_\_\_\_

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

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

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

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

If the Applicant is unable to certify to all of the statements in this Certification, such Applicant should attach an explanation to this Proposal.

***THIS FORM MUST BE RETURNED WITH YOUR APPLICATION***

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIO**

For vendor doing business with local governmental entity

**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 7<sup>th</sup> business day after the date on which you become 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

A. 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.

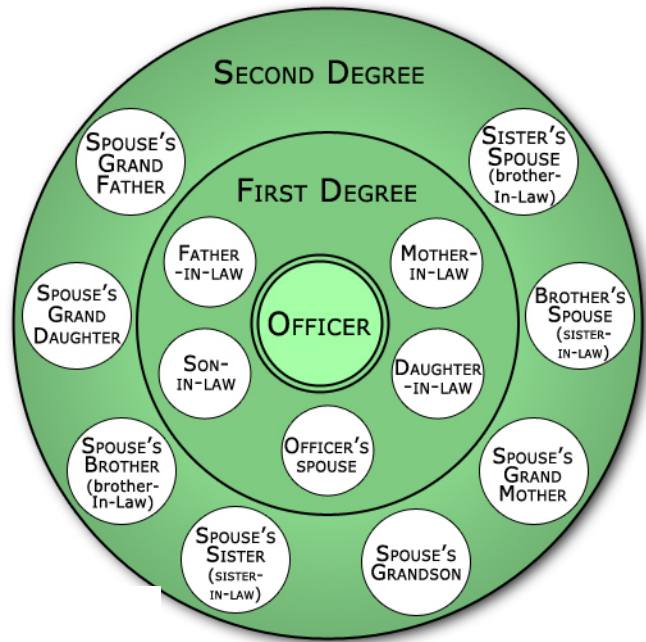
Signature of vendor doing business with the governmental entity

## NEPOTISM CHART

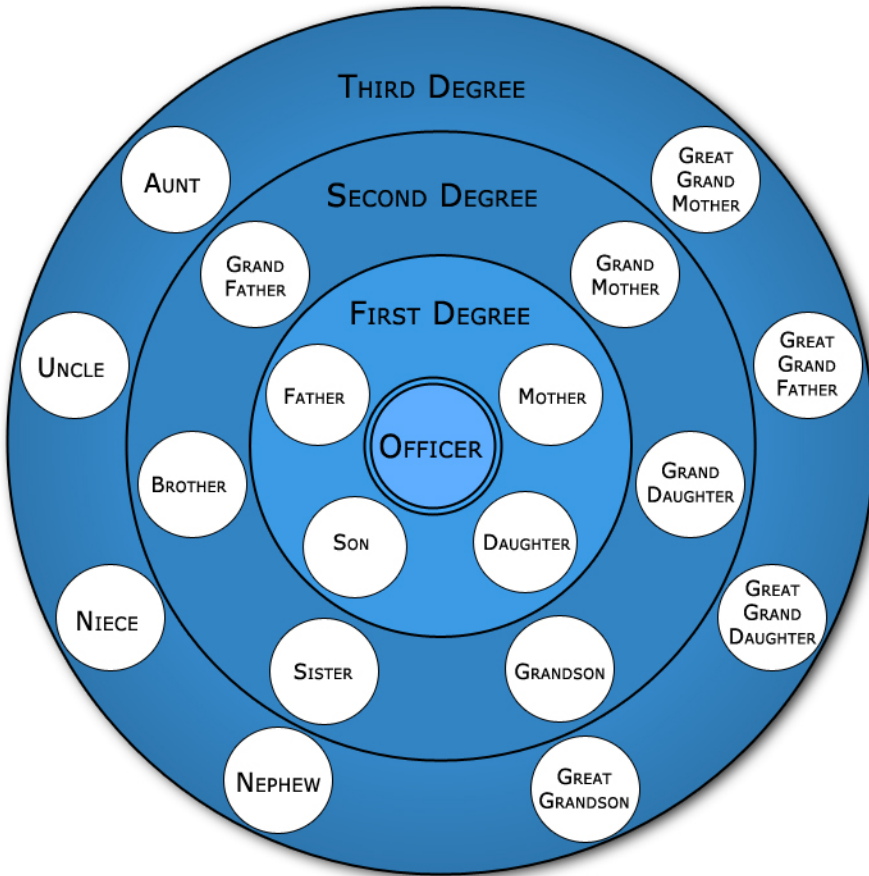
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

### AFFINITY KINSHIP Relationship by Marriage



### CONSANGUINITY KINSHIP Relationship by Blood



**DISCLOSURE OF INTERESTS**

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FIRM is: 1. Corporation ( )      2. Partnership ( )      3. Sole Owner ( )  
4. Association ( ) 5. Other ( ) \_\_\_\_\_

**DISCLOSURE QUESTIONS**

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having Substantial Interest in Business Entity **Local Govt. Code 171.002**

**DISCLOSURE OF INTERESTS (CONTINUED)**

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
  - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 (Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_



EXHIBIT 1

CERTIFICATION

## CERTIFICATION

In accordance with Texas Government Code 2256.005(k), I certify that I have received and have thoroughly reviewed and read the investment policies, strategies and objectives of Cameron County, Texas as well as Chapter 2256, Texas Government Code, and agree to abide by said laws and policies. I further certify that my organization has implemented reasonable procedures and controls designed to preclude imprudent investment activities arising out of transactions conducted between our organization and Cameron County. We will notify you immediately by telephone and in writing in the event of a material adverse change in our financial condition. We pledge to exercise due diligence in informing you of all foreseeable risks associated with financial transactions conducted with our firm.

FIRM: \_\_\_\_\_

REGISTERED PRINCIPAL: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

REGISTRATION OR DEALER NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPENDIX A

GOVERNMENT CODE. TITLE 10, CHAPTER 2256  
PUBLIC FUNDS INVESTMENT ACT

APPENDIX B

GOVERNMENT CODE. TITLE 10, CHAPTER 2257  
PUBLIC FUNDS COLLATERAL ACT