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HENRY COUNTY MISSOURI

Bank Depository

BID SUBMITTAL FORM

Proposal Questionnaire (MUST BE SUBMITTED AS PART OF TOTAL BID)

Check each service the bank will provide according to specification. If alternatives are being offered attach addendum describing any proposed changes, deviations or additional features that might be included.

- Pledge securities against accounts as prescribed by law.
- Permit and facilitate ACH and wire transfers of any and all state and federal funds coming to Henry County for deposit into County accounts at no charge.
- Accept and initiate ACH transfers on behalf of the Henry County Collector/Treasurer
- Furnish pre-printed checks for all accounts for use with computer software at no charge. (Currently 3 accounts that require checkstock)
- Furnish pre-printed deposit slips for all accounts at no charge
- Furnish night depository bags and accept overnight deposits.
- Waive all fees for stop payment orders
- Waive all fees for any insufficient fund checks received by the County.
- Process all NSF checks twice before returning to the County.
- Provide cashier's checks at no charge, when necessary.
- Provide a remote deposit check scanner (if needed) to allow the county to electronically send checks for deposit by secure transmission. We are currently using a Jaguar Electronic Deposit system which provides payment processing and remote deposit processing which will interface with the Depository Bank.
- Provide monthly bank statements that include cancelled checks within five (5) workdays following the end of each month. Online access to these statements are a requirement.
- Availability of a 'Positive Pay' fraud prevention program—if available, are there fees associated with this?

Allow cancellation of ___

_____ Provide wire transfers to other banking and financial institutions for the purpose of purchasing certificates of deposits and other types of investments as permitted by law at no charge.

_____ Furnish a pledged collateral statement at the end of each quarter (or more frequently if required by the County)

_____ Allow cancellation of agreement on June 30, 2024 if County is not satisfied with the service of institution

_____ Agree to extend the depository agreement until June 30, 2027 if County so chooses

It is the responsibility of the depository to adhere to all State of Missouri statutory provisions. Do you comply? _____

Will credit for all deposits be given on the day the deposit is made? _____ If yes, what is the latest time the deposit can be made to receive credit?

Indicate the number of interest bearing checking/saving accounts that will be made available for County use.

Interest will be earned monthly on the average available balance. Please include an analysis of how the interest amount was derived. What will be the minimum interest rate floor?

In the event of future changes in banking laws or regulations will the bank make those available to the County? _____

Will all checks written be exempt from service charge? _____

The undersigned representing _____ is submitting a formal bid as stated in the bid document and all attached addendums.

Signature

Date

ATTACHMENT "A"

STATE OF MISSOURI
OFFICE OF THE STATE TREASURER

SECURITIES ACCEPTABLE AS COLLATERAL TO SECURE DEPOSITS

The securities described below are hereby designated as acceptable collateral for state funds on deposit, as required by Section 30.270 RSMO (as amended). The State Treasurer reserves the right to refuse to accept as collateral any security or securities on this list, or to request the submission of an alternate acceptable security or securities, if, in the sole discretion of the State Treasurer, the State Treasurer determines that such action will provide greater security for the deposit of stated funds.

The securities described below are designed as acceptable collateral deposit of state funds. The listing is not intended to serve as, and should not be considered as a listing of legally authorized investment instruments.

1. Marketable Treasury securities of the United States.
2. The following debt securities of the State of Missouri and its state authorities:
 - a. General obligation debt securities issued by the State of Missouri.
 - b. Revenue bonds issued by the Missouri Board of Public Buildings or Department of Natural Resources.
 - c. Revenue bonds of the Missouri Housing Development Commission, Missouri Health and Education Facilities Authority, Missouri Higher Education Loan Authority, Missouri Environmental Improvement and Energy Resources Authority, Missouri Agricultural and Small Business Development Authority, Missouri Industrial Development Board, or State-owned educational institutions, so long as any of the above are rated AA or better by Moody's or Standard & Poor 's (M1 on notes), or are secured by a federal agency guarantee (directly or through guaranteed loans).
3. General obligation bonds of any city in this state having a population of not less than two thousand.
4. General obligation bonds of any county of this state.
5. General obligation bonds, approved and registered, of any school district situated in this state.
6. General obligation bonds, approved and registered, or any special road district in this state.
7. General obligation state bonds of any of the 50 states.
8. Debt security of the Federal Farm Credit System.
9. Debt securities of the Federal Home Loan Banks (FHLB) (excluding Zeros).
10. Other debt securities guaranteed by the United States or its agencies or instrumentality's, as follows:
 - a. Debt securities of the Federal National Mortgage Association (FNMA).
 - b. Debt securities of the Student Loan Marketing Association (SLMA).
 - c. Debt securities of the Governmental National Mortgage Association (GNMA).
 - d. Debt securities of the Federal Home Loan Mortgage Corporation (FHLMC) (excluding FHLMC Mortgage Cash Flow Obligations).
 - e. Guaranteed Loan Pool Certificates of the Small Business Administration (SBA).
 - f. Federal Home Administration insured notes (CBOs).

- g. Public housing notes and bonds ("project notes and bonds") issued by public housing agencies, guaranteed as to the payment of principal and interest by the government of the United States or any agency or in instrumentality thereof.
- h. Debt securities of the Resolution Funding Corporation (REFCORP).

All pledges of pass-through mortgage-backed securities will be valued at 90% of market value. SBA pool certificates and collateralized mortgage obligations will be valued at 75% or market value. The only Collateralized Mortgage Obligations (CMO) the Treasurer's Office will accept are Planned Amortization Class (PAC), Collateralized Mortgage Obligations that have a weighted average life not to exceed three years and pass the FFIEC High Risk Security Stress Test. No Strips or Zeros are acceptable.

- 11. Bonds of the political subdivision established under the provision of Section 30, Article VI, of the Constitution of Missouri.
- 12. Tax anticipation notes issued by any county of class one in Missouri.
- 13. Surety bonds issued by an insurance company licensed under the laws of the State of Missouri whose claims-paying ability is rated in the highest category by Duff & Phelps, A.M. Best, Standard & Poor's, or Moody's. The face amount of such surety bond shall be at least equal to the portion of the deposit to be secured by the surety bond.
- 14. Irrevocable standby Letter of Credit issued by a Federal Home Loan Bank possessing the highest rating issued by at least one nationally recognized statistical rating agency.
- 15. Out-of-state municipal bonds provided such bonds are rated in the highest category by at least one nationally recognized statistical rating agency.

Unless noted otherwise, the market value of collateral must be 100% or greater of the amount of stated time deposits (including interest to maturity) plus demand deposits with the depository, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation or the National Credit Unions Share Insurance Fund. The Missouri State Treasurer will hold all securities pledged collateral by the depository, in a segregated account. All collateral pledged must be delivered in bearer form, book-entry form, or in the case of fully registered certificates, placed into the nominee name of the custodian.

DEPOSITORY CONTRACT AND PLEDGE AGREEMENT

THIS DEPOSITORY CONTRACT AND PLEDGE AGREEMENT is made and entered into this _____ day of _____, 2023, by and between Henry County, Missouri ("County") and _____, ("Depository").

WHEREAS, the County and Depository intend to secure the deposit of County moneys by pledging collateral securities and perfecting a security interest in and creating a lien upon same contemplated and permitted by state law; and

WHEREAS, the parties desire to incorporate the County's Notice of Request for Proposal and Specifications and Depository Bid Sheet and Depository's response to same into a comprehensive depository contract and pledge agreement:

NOW, THEREFORE, the County and Depository hereby agree as follows:

1. The County will from time to time deposit moneys with Depository on demand deposit; time deposit or such other deposits may require the pledge of collateral securities. Depository agrees to safely keep the demand deposits made hereunder, to promptly collect all checks, drafts and other instruments of exchange deposited with it under this Depository contract and Pledge Agreement ("Contract and Pledge Agreement"), and to payout of the accounts of the County such sums as the County may draw by check, ACH or wire transfer, against the balances of said accounts and free of any expense to the County.

Depository will safely keep the time deposits or other deposits made hereunder and pay out the deposits or any part thereof when the deposits or any of them are subject to withdrawal by the terms thereof.

2. Depository will pay to the County interest on moneys deposited with Depository for the period during which Depository holds a deposit or deposits. The rate or rates of interest to be paid by depository shall be determined by the rate or rates in effect at the time of each deposit, as posed by the Depository, or based upon the applicable rates stated by the Depositor in its bid applicable to such deposits, if higher. It is understood and agreed that rates may change from time to time and the County shall be notified of any such rate changes in the same manner as notification is given to other depositors of Depository for the type of deposit affected by such change except as may be provided otherwise in the Depositor's bid to the County.

3. To secure the safekeeping of the moneys deposited under this Contract and Pledge Agreement, depository will deposit securities of the kind and character specified in Chapter 110 and 30.270 RSMo., as amended ("Securities"), in an amount which shall be at least equal in market value to one hundred percent of the aggregate amount on deposit with Depository hereunder less the amount thereof, if any, which is insured by the Federal Deposit insurance Corporation ("FDIC"), or any successor federal government agency or entity established by law to insure deposits. The Securities shall be delivered to, receipted for and retained by another bank or trust company or other safe depositories at the expense of Depository. Depository does hereby grant, bargain, convey and pledge a security interest in and lien upon any and all securities deposited with the County's custodian in accordance with the terms of this Contract and Pledge Agreement. In every pledge and transfer of Securities hereunder, Depository shall take all steps necessary to effect a "transfer" under State law or where applicable, under any federal regulation governing transfers of securities. In addition to the rights and remedies given to the County here under, the County shall have all the rights and remedies of a secured party under Chapter 400, RSMo., as amended.
4. The County may from time to time, and upon reasonable prior notice to Depository, inspect the securities or book entry receipts for the Securities or request an accounting of the Securities to determine that they are kept and maintained as required by this Contract and Pledge agreement. The necessary expenses incident to the deposit and inspection of the Securities shall be paid by Depository. If, at any time, or for any reason, the County determines that the Securities do not satisfactorily secure the deposits made or to be made hereunder, the County may require that additional or substitute Securities be given and Depository shall furnish such additional or substitute Securities as are satisfactory to the County, as appropriate.
5. Depository may withdraw any of the Securities to the extent that the market value of the deposited securities exceeds the amount required under this Contract and Pledge Agreement and may withdraw Securities upon the delivery of Securities in substitution for those withdrawn, provided that such substituted Securities shall have a market value equal to or greater than those withdrawn.
6. Depository shall render statements or reports to the County showing the daily balance, account activity, or other information regarding the accounts of the County at all times and in ever manner specified in the County's Notice of Request for Proposal and Specifications and Bid Depository Sheet and Depository's response to same.
7. In the event Depository defaults in any manner in performing any of the terms and conditions of this Contract and Pledge Agreement, including the district's Notice of Request for Proposal and Specifications and Bid Depository Sheet and Depository's response to same, or if Depository fails to safely keep the moneys deposited with it, the county shall be authorized forthwith, without notice, advertisement or demand, and at public or private sale, to convert into money the Securities deposited by Depository or as many often as may be necessary to pay the whole amount of the moneys deposited with

Depository, with an accounting made to the Depository or its successor in interest. The County may purchase any or all of the Securities sold at any such sale.

8. If at any time during which there are County funds on deposit under this contract and Pledge Agreement, Depository comes under investigation (other than the ordinary review of financial institutions), management or control of the FDIC or any other federal government entity authorized by law to implement the provisions of the Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA") or any similar or successor federal law, Depository shall so notify the County and shall further notify the FDIC or other appropriate federal agency or entity of the existence and terms of this Contract and Pledge Agreement. Depository or any successor, assignee or transferee in whole or part of depositor's interests under this Contract and Pledge Agreement agrees to be bound exclusively by the terms of this Contract and Pledge Agreement and Missouri statutory law, and further agrees that the terms of this Contract and Pledge Agreement shall not be preempted by federal law without advance written notice to the County detailing the specific provisions of the Contract and Pledge Agreement which may be subject to preemption and the specific provisions of federal law which purport to authorize supervision.
9. Depository shall not transfer, by assignment, subcontract or otherwise, any interest or duty in this Contract and Pledge Agreement, including the services or responsibilities described in the County's Notice of Request for Proposal and Specifications and Bid Depository sheet and Depository's response to same, without the prior written consent of the County. Notwithstanding anything of the contrary herein, Depository may use the facilities and services of its affiliates, or contractors to assist Depository in performing the obligations described in this Contract and Pledge Agreement. Upon request, a list of all affiliates or contractors to be used by Depository shall be provided to the County.
10. Depository must maintain the capability to access or reconstruct necessary data files in the event of destruction or software default, and to operate on substitute equipment or software within three (3) business days if rendered inoperative.
11. Depository must maintain complete confidentiality of all records relating to services performed under this Contract and Pledge Agreement, including the County's Notice of Request for Proposal and Specifications and Bid Depository Sheet and Depository's response to same, in accordance with state and federal laws, rules and regulations.

This Contract and Pledge Agreement shall commence July 1, 2023, and remain in force and effect until June 30, 2027, with an option by the County to renew at the same terms for up to two (2) additional years.

The individuals executing this contract and Pledge Agreement on behalf of the parties hereto represent that they have the proper corporate authority to enter into the transactions evidenced hereby. No right to remedy conferred upon or reserved by any part there under shall be exclusive of any other right or remedy, which may be available to any party.

The failure of any party to insist upon the strict performance of any term or condition of this Contract and Pledge Agreement or the failure of any party to enforce any right or remedy available to it under this Contract and Pledge Agreement shall not be construed as a waiver of any such term,

condition, right or remedy in the future, such terms and conditions, rights, and remedies to remain in full force and effects if no such forbearance has occurred.

Depository agrees to maintain a copy of this Contract and Pledge Agreement in its official files during any period that it serves as Depository for the County.

There is attached hereto an incorporated herein a certified copy of the minutes of the County Commission of Depository authorizing the execution and delivery of this Contract and Pledge Agreement by the officers of Depository, whose names are affixed on behalf of Depository.

IN WITNESS WHEREOF, the parties have executed this Contract and Pledge Agreement in duplicate and affixed their seals as of the date first noted above.

HENRY COUNTY COMMISSIONERS

Jim Stone, Presiding Commissioner

(COUNTY SEAL)

Rick Fosnow, North District Commissioner

Dale Lawler, South District Commissioner

By: _____
Market President