



SOLICITATION OVERVIEW

**The Travis County Water Control & Improvement District 17,
Austin, Texas is soliciting proposals for:**

**TITLE: Primary Depository Services
RFP# 2026-001**

ISSUE DATE: Thursday, March 5, 2026

DUE DATE: Thursday, April 9, 2026, 2:00 P.M.

**DELIVERY TO: Travis County Water Control and
Improvement District 17
C/O Jordan Small, Finance Manager
3812 Eck Lane
Austin, Texas 78734**

Valley View Consulting, L.L.C. is assisting the District with the preparation of this RFP and the evaluation of applications received. All times referenced are Central Time.

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CALENDAR OF EVENTS

Thursday, March 5, 2026	RFP available to prospective financial institutions
Tuesday, March 10, 2026	Non-mandatory Pre-Application Conference via <u>Zoom</u> (11:00 A.M.)
Wednesday, March 18, 2026	Deadline for Questions/Requests for Additional Information (5:00 P.M. via email to jsmall@wcid17.org and vellis@wcid17.org)
Monday, March 23, 2026	Deadline for District Responses to Questions (5:00 P.M.), Addendum to be emailed to banks and posted on website
Thursday, April 9, 2026	Responses due to the District by 2:00 P.M.
Week of May 11 , 2026	Bank Presentation/Demonstrations (if necessary)
Thursday, June 18 2026	Anticipated District's Board consideration of award (6:00 P.M.)
Thursday, October 1, 2026	New Depository Services Contract period begins

INTRODUCTION

The Travis County Water Control & Improvement District No. 17, Austin, Texas (the “District”) is requesting proposals from qualified financial institutions, to provide the District with primary depository services. The award of the depository services contract is scheduled for consideration by the District’s Board of Directors, at the address 3812 Eck Lane, Austin, Tx 78734, at its meeting to be held on June 18, 2026, 6:00 PM.

The District desires to enter into a depository services contract of mutual party benefit and reserves the right to contact and negotiate with all financial institutions regarding their proposals prior to award, to clarify, verify, or request information regarding any proposal. The District Board will award the depository services contract to the financial institution(s) whose proposal provides the most advantageous terms for the District, based on compliance with the RFP requirements and the District’s needs. The District may request presentations and/or demonstrations from any one or all proponents, and reserves the right to waive any formality or irregularity, (with the exception of the due date and time) and to make awards to more than one proponent, or to reject any or all proposals.

Application Requirements:

1. Three (3) complete printed copies of the application, required attachments, and fee schedule, and
2. One complete copy of the application as a PDF file on a USB Flash Drive, **please include the bank name in the name of the PDF file, such as: TCWCID17 Depository RFP – ABC Bank**
3. The MS-Excel Bank Service Fee Schedule on the same USB Flash Drive. Please include the bank name in the name of the Excel file, as in **TCWCID17 Fee Schedule – ABC Bank.**

Sealed applications will be accepted until 2:00 P.M. on April 9, 2026, at

**Travis County Water Control and Improvement District 17
C/O Jordan Small, Finance Manager
3812 Eck Lane
Austin, Texas 78734**

Any application received after the date and hour set for application opening will not be accepted. Applicant will be notified and will advise the District as to the disposition by either pick up, return at Applicant’s expense, or destroyed with written authorization of the Applicant.

Governing Statutes: State of Texas Water Code, Chapter 49.156 Depository, and Chapter 51. Chapter 2256, Texas Government Code, “Public Funds Investment Act” as amended
Chapter 2257, Texas Government Code, “Public Funds Collateral Act” as amended.
District’s adopted Investment Policy.
Chapter 131, Sub-chapter Z, Sec. 131.903, Conflict of Interest, Texas Local Government Code, “Finances”.

Eligibility to Apply: All qualified financial institutions with a main office or a branch office operating within these zip codes: 78732, 78734, and 78738

Term of Contract: The term of the depository services contract will be for a maximum of five (5) years; further delineated as an initial term of three (3) years with options to extend for up to two (2) additional one-year periods under the same terms and conditions. The agreement will also provide for a transition period at the end of the contract not to exceed ninety (90) days for migration to a new bank at the end of the term.

Pre-Application Conference:

Date: March 10, 2026
Time: 11:00 AM
Location: Virtual - Zoom

<https://us06web.zoom.us/j/84258081188?pwd=EabR0bfwMUzXWl8uaV9FOa79Lr7YQk.1>

Or, via dial in at (346) 248-7799
Meeting ID: 842 5808 1188
Passcode: 838309

Authorized District Contact:

All inquiries and or, questions, should be in writing, directed to Jordan Small, Finance Manager at jsmall@wcid17.org, and Veronica Ellis, CFO, at vellis@wcid17.org.

Pursuant to Chapter 49.156 Depository, and Chapter 51 of the Texas Water Code, this RFP is intended to serve as the proposal submission form. There are multiple blanks to fill in and questions to be answered. The evaluation of all proposals received will be based on the responses included herein.

Exceptions, conditions, or qualifications to the provisions of the District's specifications or requirements must be clearly identified as such, with the reasons therefore, and alternate language proposed by the proponent, if any, clearly stated and inserted in the appropriate place in the proposal submission.

Each of these exceptions, conditions, or qualifications to the District's specifications may be included, as appropriate, in the awarded depository services contract documents. Items and matters not explicitly notated in this manner shall be deemed to be in conformance with the District's specifications.

The services and fees represented in the RFP submission response from the awarded financial institution, shall overrule any and all previous service or other contracts between the District and the financial institution, as they relate to the accounts and services included herein. The District will not be obligated by any charges and fees not clearly and accurately presented in the RFP submission from the awarded financial institution. Services initiated after consummation of the depository services contract shall carry charges and fees mutually agreed to, in writing, by the District and the awarded financial institution. Regardless of time delay, the awarded financial institution shall refund or credit the District for any erroneous charges and fees not agreed to in writing.

ACCOUNT ACTIVITIES

TRANSACTIONS BY ACCOUNT

The District's current account structure is shown below. The District reserves the right to change account configuration after evaluation of received proposals and adjust if necessary, the account structure under the most advantageous terms for the District. All accounts are currently non-interest bearing.

1. Apache Shores Capital Projects/Construction
2. Apache Shores Debt Service
3. Apache Shores Meter Deposits
4. Apache Shores Operating Fund
5. Comanche Canyon Capital Projects/Construction
6. Commanders Point Capital Projects/Construction
7. CTDA Tax Collections Fees and Charges
8. D17 – Meter Deposits
9. D17 – Plumbing Deposits
10. District Tax Collection Fees & Charges
11. Flintrock Capital Projects/Construction
12. Flintrock Wastewater Impact Fees
13. FREDA Tax Collections Fees and Charges
14. General Fund
15. Operating Fund
16. Payroll
17. Premier Index Fund (MMA Account)
18. River Ridge Capital Projects/Construction
19. River Ridge Debt Service
20. River Ridge Meter Fund
21. River Ridge Operating Fund
22. Serene Hills Capital Projects/Construction
23. Serene Hills DA Tax Collections Fees and Charges
24. Steiner Ranch DA Capital Project/Construction
25. Steiner Ranch DA Tax Collections Fees and Charges
26. Water Impact Fees – Checking
27. Zero Balance Account

The **General Fund Account** serves as the District's primary operating account. From this account, checks are drawn, wires and ACH transfers are received, bank deposits are made, and credit card settlements are cleared. Wire and ACH transfers are initiated, credit card fees and charge backs are presented, returned checks and deposit corrections are posted, and bank services account analysis fees are debited. Investment activity of purchases and sales are made from this account and it is the funding source for the Operating Account and Payroll Account.

The **Accounts Receivable Account** is a ZBA for funding third-party online payment processor Authorize.net. Account is funded by General Fund and NO checks are issued from this account. The third-party processor debits TCWCID's account via an ACH debit for fees and ACH credit for payment disbursements.

The **Payroll Account** is for funding third-party payroll processor Paycom. Account is funded by General Fund and checks are issued from this account. The third-party processor debits TCWCID's account via an ACH debit and then processes the file through the third-party's banking relationship.

The **Water Impact Fees – Checking** is used for deposits of impact fees and payments for water construction/improvement projects. Checks are issued from this account.

The **Tax Collections Fees and Charges** are accounts used to pay the specific Defined Area's tax fees and charges.

Utility Billing Activity Details

- Total number of District customers: Approximately 13,000 accounts
- ACH Origination: The District does not send ACH files for customer payments. A third-party payment processor initiates the customer payments and auto-payments. The General Fund serves as the District's primary operating account. From this account, checks are drawn, wires and ACH transfers are received, bank deposits are made, and credit card settlements are cleared. Wire and ACH transfers are initiated, credit card fees and charge backs are presented, returned checks and deposit corrections are posted, and bank services account analysis fees are debited.
- Amount of the file in the summer months: We expect between \$2,000,000 and \$2,800,000 to received from autopay payments. But the drafts are not initiated by the District.

The other accounts are for specific projects and or tracking of project fees. Transaction activity for these accounts is limited. Actual balances and transaction activity could vary significantly.

AVERAGE MONTHLY BALANCES

TCWCID17	
Average Monthly Balances	
Month	Collected
Oct-24	\$25,583,137
Nov-24	\$21,390,671
Dec-24	\$22,256,987
Jan-25	\$20,739,920
Feb-25	\$27,883,178
Mar-25	\$30,061,795
Apr-25	\$29,115,516
May-25	\$29,402,846
Jun-25	\$29,232,623
Jul-25	\$29,012,913
Aug-25	\$29,076,827
Sep-25	\$29,459,795
Average	\$26,934,684

TCWCID17 Fee Schedule Responding Bank:			
Add rows as needed to reflect your bank's applicable prices for current, required services.			
Service Description	Volume	Price	Monthly Charges
Account Services			
Balance Assessment (\$1000)	26,935		-
Account Maintenance	26		-
Zero Balance Account (ZBA) - Master	1		-
ZeroBlance Account (ZBA) - Sub	1		-
Deposit Credits	187		-
Deposited Items	864		-
Coin & Currency Deposited (\$1)	14,169		-
Checks Paid - Debits	352		-
ACH Credit Item	129		-
ACH Debit Item	139		-
Returned Deposited Item	4		-
Stop Payment Fee, Online	1		-
Depository Services			
Onus Branch Deposited	10		-
Transit Branch Deposited	140		-
Remote Deposit Client Maint	1		-
Remote Deposit Add'l Scanner	1		-
Remote Capture Dep Item	2751		-
Return Item Charge Backs	1		-
ACH Services - Online			
ACH Positive Pay (per account)	26		-
ACH Positive Pay - Exception Item	1		-
Positive Pay And Recon Services			
Positive Pay Monthly Subscription	25		-
Pos Pay Items Paid	185		-
Post No Check / Acct	1		-
Positive Pay Exceptions	8		-
Positive Pay Except - Returned	1		-
Info Services - Online			
Online Customer ID Maint	1		-
Online Primary Acct Maint	1		-
Online Additional Acct Maint	25		-
TOTAL			0.00

Lockbox (Optional Service)			
Monthly Lockbox Maintenance	1		-
Monthly Transmission Maintenance	1		-
Transmission Per Item	2,550		-
Standard Processed Items	2,550		-
Image Fee – Per Item (each doc)	5,100		-
Data Key Strokes (average 10 per account number/ 20 per accountholder of checking account)	25,000		-
Rejected Items	25		-
Daily Mailed/ Per Package	20		-
TOTAL CHARGES			0.00

Annual Rental Fee	
Programming and Setup fees	

EVALUATION PROCESS AND CRITERIA

The District will carefully review the submitted applications. The following criteria will be part of the analysis:

1. Ability of applicant to perform and provide the required and requested services;
2. References provided and quality of services;
3. Cost of services;
4. Transition cost, retention and transition offers, and incentives;
5. Interest rates on interest bearing accounts and deposits;
6. Earnings credit rate on compensating balances;
7. Previous service relationship with the District;
8. Convenience of location(s);
9. Completeness of application; and
10. Financial strength and stability of the institution.

Phase 1: Evaluation of the services provided and financial impact of each application to the District.

Phase 2: Favorable Proposals may be invited to provide additional information and demonstrate their banking services and platforms.

Phase 3: The references provided will be contacted for additional information regarding the bank's performance.

The Final Recommendation will be based on the most advantageous overall package as determined by the District.

DISCUSSIONS/NEGOTIATIONS

Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range; however, the District reserves the right to award a contract without discussions / negotiations. The competitive range will be determined by the District and will include only those initial offers that the District determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, offerors will be required to submit a best and final offer.

- **Best and Final Offers.** If discussions/negotiations are conducted, offerors will be required to submit a best and final offer if price/delivery is changed from the originally submitted proposal. Best and final offers must be received by the date/time provided during discussions/negotiations or the originally submitted proposal will be used for further evaluation and award recommendation.

EXPECTED BANK SERVICES

The following services must be provided as described or in an alternative form that results in essentially the same outcome or capability.

ONLINE BANKING PORTAL

1. **ONLINE REPORTING SERVICES** – The District uses Tyler Technologies ERP Pro 10 and expects online reporting that at a minimum includes:

- ledger balance,
- collected balance,
- one day float amount,
- total credits,
- total debits,
- detail debits and credits,
- transaction search capability, and
- export capability to MS-Excel.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

2. **BAI FORMAT** – Does your bank provide BAI format files for the District to upload financial transaction data into their ERP system?

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

3. **WIRE TRANSFERS** – The online banking system must offer wire transfer capability. Wires may be one time or be set up as repetitive of varying amounts. Notification of incoming wire transfers shall be made via the online banking portal.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

What is the deadline for originating domestic wire transfers: _____

4. **ACH** – The District outsources ACH origination to a third party provider, but retains ACH capability for use as needed. The District expects effective date settlement versus pre-funded settlement of ACH Files.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

What is the ACH origination cut-off time for:

Next Day Settlement: _____

Same Day ACH: _____

5. ONLINE BANKING HISTORICAL INFORMATION RETENTION – How long is continuous historical information retained online and accessible by the users? We understand that the standard retention period for check images is 7 years. Please list your retention period for the items listed below:

- Account transaction history (standard) _____
- Account transaction history (for additional fee) _____
- Account Statements _____

Comment:

6. ONLINE BANKING ADMINISTRATION/SELF-ADMINISTRATION – Once the service is in place, users are expected to be managed through self-administration. To confirm, can these services be completed online and without a request to the bank:

- Remote Deposit Capture access/functionality Yes No
- Positive Pay User Access Yes No
- ACH User functionality Yes No
- Wire User functionality Yes No
- Wire Limits Yes No
- Are there any other functions that require the bank to make the changes rather than the self-administrators?

Comment:

7. SELF-ADMINISTRATION DUAL CUSTODY – Does your self-administration offer dual custody for functions involving granting access to users that involve funds transfers via wire or ACH?

- Yes, can provide as described. No, cannot provide as described.

Comment:

8. MOBILE APP FUNCTIONALITY/ACCESS – The District is interested in having access to perform certain online banking functions for the District via their smart phones. If your institution offers these services, what functions are available for use?

- Balance Reporting and Transaction Detail
- Initiate Wire Transfers
- Release/Approve Wire Transfers
- ACH – Release/Approve Batches
- Positive Pay Exception Decisions
- Mobile Deposits

Comment:

9. AUTHENTICATION FOR ACCESS – Please confirm the methods that are available with your bank for protecting the District against unauthorized access:

- Secure Token
- Secure Token app through cell phone
- Secure Browser
- Confirmation code sent via text message or email
- Biometric authentication

Comment:

10. ALERT/MESSAGING SYSTEM – The District expects alerts sent via email and/or text messaging to alert the District of specific activity such as incoming wires, positive pay exceptions, etc. How is the District charged for this service?

- Messaging is provided at no cost
- There is a fee for wire notification alerts of \$_____per notification.
- Messaging is provided as a fee per message/per device fee of _____

Comment:

11. ELECTRONIC DATA INTERCHANGE – The District **expects** Electronic Data Interchange (“EDI”) service in order to see addenda information included with ACH deposits.

- Yes, can provide as expected.
- No, cannot provide as expected.

Comment:

12. PAID CHECK IMAGE OPTIONS – What options does your institution offer for providing copies of paid checks to the District?

- Image of paid checks printed on statements
- Image of paid checks printed on the online version of the statements
- PDF File downloadable to the District each month
- Online Image Inquiry/Search

Comment:

13. STOP PAYMENTS – Do stop payments initiated online require a paper follow up? If so when?

- Yes, a paper follow up is required
- No, there is not requirement for a paper follow up.

COLLECTIONS

1. REMOTE DEPOSIT CAPTURE– The District expects remote deposit capture services for electronically preparing and submitting deposits. The District is currently utilizing this service and uses an EPSON M236A TM-S1000 scanner which was provided by the current depository.

- Yes, can provide as expected.
- No, cannot provide as expected.

Comment:

2. REMOTE DEPOSIT CAPTURE – ENDORSEMENTS – The District would prefer that the scanner electronically endorse the stamps rather than requiring the District to manually stamp each check. Does your system offer virtual endorsement of the deposited checks?

Yes, can provide as described.

No, cannot provide as described.

Comment:

3. RETURNED CHECK PROCESSING – The District **prefers** next day notification of all returned items and electronic delivery of the returned item image.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

4. BRANCH DEPOSITORY SERVICE – The District currently uses branch depository service. Cash Vault delivery via armored courier is not currently in use. TCWCID17 makes 10 to 15 cash deposits per week with a monthly total of deposits average between \$10,000 and \$15,000 per month.

- Which location would serve TCWCID17? _____

- How far is this branch from our office? _____

- Does this location have a drive-thru lane?

Yes

No

- Is post-verification of deposits an option for us?

Yes

No

- Is there a night drop available at this location?

Yes

No

Comment:

DISBURSEMENTS

1. ZERO BALANCE ACCOUNT - The District expects zero-balance account services. The bank teller function must identify the account as a ZBA to ensure check presentments made at the bank are honored.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

FRAUD PROTECTION SERVICES

1. POSITIVE PAY – The District expects positive pay. Minimum payment verification criteria shall be date, check number, and amount. The District may approve and make pay/no pay decisions on any exception items.

Yes, can provide as expected.

No, cannot provide as expected.

What is the deadline for responding to Positive Pay Exceptions: _____

Comment:

2. PAYEE VALIDATION – The District expects payee validation with the positive Pay Service. Does your bank offer payee validation?

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

3. AUTOMATIC STALE DATING OF CHECKS – The District prefers the option of checks automatically becoming stale dated after a set period of time, based on the issue date in the Positive Pay system. Does your institution offer this feature, and if so, how does the institution handle items presented after they are stale?

Yes, stale dating is offered.

No, stale dating is not offered as described.

Comment:

4. POST NO CHECKS – The District expects the fraud protection feature or service that prevents checks being presented for payment to be posted to the accounts from which checks are not issued.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

5. ACH POSITIVE PAY / ACH FRAUD FILTER – The District expects ACH positive pay/filter capabilities on its accounts, with the ability to selectively permit specified ACH debits on certain accounts and restrict all ACH debits from certain accounts.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

6. CONVERTED CHECK BLOCK – Does your ACH Positive Pay/ ACH Fraud Filter block checks that are converted to ACH debits? (This is **not** regarding checks converted via remote deposit capture, it is specific to checks converted to ACH payments by retailers at checkout.)

Yes

No

Comment:

MISCELLANEOUS

1. EMPLOYEE CHECK CASHING – The District expects the institution to cash checks issued to employees (with proper identification) without service charges or fees to the employee or the District, and **without requiring the employee to open an account with the institution.**

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

2. ACCOUNT SIGNATURE CARD REQUIREMENTS – Does your bank require signers to provide their Social Security Number as part of the authorization/KYC process?

Yes, SSN is required.

No, SSN is not required from the signers.

Comment:

3. ACCOUNT ANALYSIS – The District expects account analysis statements by individual account and at group level, reflecting average ledger balance, average uncollected funds, average collected balance, reserve requirement, average available balance, rate and amount of earnings credit, detail of services provided with quantities and unit fees for each, and total service cost, delivered to the District on a monthly basis. **This requirement applies to “No Fee” or “Fee Waiver” applications.**

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

4. PAYMENT FOR SERVICES and ACCOUNT SETTLEMENT – The District expects to pay for all services provided by the earnings credit amount generated by account balances, or by direct payment, or a combination of both. If deficient, settlement is to be made by direct debit to the District’s designated account.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

5. BALANCE ASSESSMENT – State how the institution will treat any Balance Assessment or balance-based fee applicable to the District (i.e., Deposit Supervisory Fee, Premium Assessment Fee, etc.). Please indicate if the assessment will be for all depository balances or non-interest-bearing balances only. **(Also, please reflect treatment on the attached Fee Schedule)**

Fee to be passed in full to the District.

Fees apply to only non-interest-bearing balances.

Fees to be waived.

Comment:

6. RESERVE REQUIREMENT FOR EARNINGS CREDIT CALCULATION – Applicant must indicate whether or not a reserve requirement on balances used in calculating earnings credit is required.

Yes

No

Reserve Requirement % _____

Comment:

7. RESERVE REQUIREMENT FOR INTEREST CALCULATIONS – Applicant must indicate whether or not a reserve requirement on balances used in calculating hard interest to be paid on balances.

Yes

No

Reserve Requirement % _____

Comment:

8. EARNINGS CREDIT RATE – The institution must state the current ECR, rate index (if applicable), and rate floor being proposed (if any):

ECR % _____
 Rate Basis (i.e., is there an index or is it a bank determination?): _____
 How often will the ECR adjust if not indexed? _____
 Rate Floor: _____

Comment:

9. INTEREST RATE OPTION(S) – Please mark the account types available to the District, the rate basis, the rate, and any fees (if applicable) for the District’s balances maintained at the bank:

Account Type	Rate Basis	Rate	Fee
	Indexed/Market/Bank Managed		
<input type="checkbox"/> Interest Bearing DDA	_____	_____	_____
<input type="checkbox"/> Insured Cash Sweep (ICS)	_____	_____	_____
<input type="checkbox"/> Investment Sweep /MMF	_____	_____	_____
<input type="checkbox"/> MMA (with NO restrictions on withdrawals)	_____	_____	_____
<input type="checkbox"/> MMA (limited to six withdrawals per month)	_____	_____	_____

Rate **tiers** on any of the account types offered? _____
 Rate **floors** on any of the account types offered? _____

If offering an Investment Sweep/MMF, please provide the related ticker symbol(s) _____

Comments/additional info if desired to clarify determination of interest rate: _____

10. Are these account types and rate options available to the District even if another bank is selected for the primary depository contract?
- Yes
 No

Comment:

11. OPTION TO FORGO ECR? – If the interest rate offered by the bank is higher than the ECR, can the District forgo earnings credit and earn interest on all balances **and** pay the service fees on a monthly basis?

Yes
 No

Comment:

12. Will interest earned on interest bearing accounts be charged as an expense on the account analysis?
- No, interest will NOT be charged as an expense on the account analysis statement.
 Yes, interest will be charged as an expense on the account analysis statement.

Comment:

SAFEKEEPING OF DISTRICT OWNED SECURITIES

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

The District requests that the institution provide safekeeping services for the securities owned by the District, or offer an alternative option for safekeeping services.

The institution will act as securities clearing agent for all security purchases made by the District and for sales of securities from the investment portfolio, and will provide the necessary wire transfer and delivery services required to support investment activities. All securities will be handled on a Delivery Versus Payment (DVP) basis as they are cleared into and out of the District's account. Necessary controls will be negotiated with the institution. Confirmation of trades must be provided to the District within one (1) business day.

Security clearance and safekeeping services shall be governed by a "Safekeeping Agreement" or similar contract executed between the District and the Institution. All interest payments on securities held are to be posted on the due date or on the next business day in the event the due date falls on a weekend or bank holiday. The District must be notified within seven (7) days of a call date notice for any securities being called prior to maturity.

The District prefers a web-based safekeeping transaction monitoring and reporting mechanism.

Please provide a schedule of securities safekeeping fees with the required Response Attachments.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

If your bank offers this service, would you be willing to provide Safekeeping for TCWCID17 even if your bank is not selected at the primary depository.

Yes

No

Comment:

SERVICES UNDER CONSIDERATION

1. CASH VAULT – The District would consider using an armored courier and prefers an institution that offers a cash vault to receive and process the deposits from an armored courier.

- Our bank offers and manages our cash vault in-house, located in _____
 Our bank offers cash vault through a third-party vendor _____, located in _____
 Our bank does not offer a vault option.

Comment:

2. ACCOUNT RECONCILIATION SERVICE – The District is interested in using account reconciliation service on designated accounts from which checks are issued in order to be able to download a monthly file of paid checks. Please describe in the comments what options are available for the District to download the paid checks file.

- Yes, can provide as expected. No, cannot provide as expected.

Comment:

3. LOCKBOX PROCESSING – The District may consider lockbox processing services for remittances of Utility Billing payments.

- Our bank offers and manages our lockbox in-house, located in _____
 Our bank offers lockbox through a third-party vendor _____, located in _____
 Our bank does not offer lockbox.

Does your bank offer a retail lockbox that captures scannable coupons?

- Yes No

Comment:

Is there a minimum volume requirement for the retail lockbox processing?

- Yes, minimum volume is: _____ No minimum volume

Comment:

Are any aspects of the operation processed by a third-party provider?

- Yes No

Comment:

4. ELECTRONIC LOCKBOX/ E-LOCKBOX / E-BOX - The District will consider this service for receipts of utility payments generated from personal customer bank bill pay applications as they arrive from multiple bill pay processors. The remittance data and payment amount captured during processing must be transmitted to the District daily for the update of the accounts receivable file.

- Yes, can provide as expected. No, cannot provide as expected.

Comment:

If your bank offers E-Box, please indicate whether the service includes the following functions:

Exception handling: Can payments with missing or incorrect account data be flagged, corrected, or redirected?

- Yes, exceptions can be modified. Exceptions cannot be changed online.

Stops and swaps: Can the District stop a payment from posting if it looks suspicious or misapplied, or swap it to the correct account?

- Yes, can provide as described. No, cannot provide as described.

Autocorrect – If a customer enters an incorrect account number when making a payment, will the District need to manually correct that error each time a payment is received, or does the system automatically apply the correction to future payments once the account number has been corrected the first time?

- Correction applies to future payments. Correction will need to be made each month.

Comment:

5. CONSUMER BILL PAY PROCESSING NETWORKS – It is understood that there are more than seventy providers for bill payment services. Which of the following Bill Pay providers are included in your banks network for capture:

- | | |
|---|---|
| <input type="checkbox"/> CapitalOne Bank | <input type="checkbox"/> MoneyGram |
| <input type="checkbox"/> Fiserv (CheckFree) | <input type="checkbox"/> ORCC |
| <input type="checkbox"/> FIS Global (Metavante) | <input type="checkbox"/> Payveris |
| <input type="checkbox"/> iPay | <input type="checkbox"/> Regions Bank |
| <input type="checkbox"/> IPP | <input type="checkbox"/> Wells Fargo Bank |
| <input type="checkbox"/> JPM Chase Bank | <input type="checkbox"/> Western Union |
| <input type="checkbox"/> Mastercard RPPS | <input type="checkbox"/> Others (Please list in comments) |

Comment:

6. APPLICATION PROGRAM INTERFACE (API) – Does your bank offer APIs to support the following treasury functions:

- Establish connectivity to wire payment services through our ERP system
 Initiate Payment transactions (via wire or ACH)
 Transmit positive pay files to bank
 Obtain status of wire transfers
 Obtain account balance, transaction activity, charges, etc. for internal reporting purposes

Please use the section below to provide additional information regarding how your APIs can add efficiency to our treasury management operations. Please provide details on the specific API call types supported (web services, REST, etc....) and what authentication methods you support for connecting to those.

Comment:

7. ACCOUNT VALIDATION SERVICES – Can your bank verify account status and account ownership of accounts for outgoing payments using the Early Warning System?

Yes, can provide as described.

No, cannot provide as described.

Comment:

8. REAL TIME PAYMENTS (RTP) / (or FedNow) – The District may be interested in using RTPs to immediately send funds directly to U.S. demand deposit accounts at participating financial institutions. Does your bank offer this service?

Yes, can provide as described.

No, cannot provide as described.

Comment:

9. UNIVERSAL PAYMENT IDENTIFICATION CODE (UPIC) – The District is considering the addition of this service to help mask its bank account numbers when providing payment instructions to third parties for incoming ACH credits. Does your institution offer UPIC functionality?

Yes, can provide as described.

No, cannot provide as described.

Comment:

INCENTIVES / ENHANCEMENTS OFFERED

1. TAMPERPROOF DEPOSIT BAGS – Will the institution provide tamperproof bags at no charge?

Yes, can provide as requested.

No, cannot provide as requested.

Comment:

2. ENDORSEMENT STAMPS & DEPOSIT SLIPS – Will the institution provide endorsement stamps and deposit slips at no charge?

Yes, can provide as requested.

No, cannot provide as requested.

Comment:

3. REMOTE DEPOSIT SCANNERS – Is the institution offering a scanner(s) to the District at no additional cost?

Yes, institution is offering the following:

Number of scanner(s) _____

Brand of Scanner _____

Single feed, or number of documents scanned / minute _____

No, institution is not offering a free scanner with the response.

4. INCENTIVE FEE WAIVER – If your institution is offering a waiver of monthly service fees during a specific timeframe, please provide the following information for clarity of the terms of your offer.

Zero-pricing waiver (no fees assessed) during the timeframe of the offer and interest can be earned on balances during this time

Number of months of the fee waiver: _____

Maximum dollar amount of waiver (if any limitations): _____

Comment:

No waivers - Institution is not offering a waiver of fees

5. CASH TRANSITION ALLOWANCE / RETENTION BONUS/OFFER – If Institution is offering a cash amount to offset the cost of the transition, please provide that amount.

\$_____

Comment:

REFERENCES

Please provide a list of at three (3) comparable references of Texas public funds clients, preferably primary depository relationships, in the table below:

Entity & Length of relationship	Contact Name & Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____

OTHER STIPULATIONS

1. TERMS VALID FOR 180 DAYS – The responding bank agrees that the terms in the application will be valid for 180 days from the submission date.

Agreed

Comment:

2. RIGHT TO CANCEL UNDER FEDERAL OR STATE LAW RULINGS – In the event it would be ruled illegal under the provisions of any Federal or State laws or regulations for the successful institution to comply with the requirements of the contract, then the District expressly reserves the right and privilege to cancel the contract and to re-solicit applications.

Agreed

Comment:

3. RIGHT TO OPEN & MAINTAIN OTHER ACCOUNTS – The District shall have the right, at its sole discretion, to direct, open and maintain accounts at other institutions.

Agreed

Comment:

4. RIGHT TO TERMINATE – The District expressly reserves the right to terminate the contract with or without cause at any time by providing ninety (90) days written notice to the successful institution to close its accounts and terminate services.

Agreed

Comment:

5. TERMS FIXED – All fees, rate indexes (not the rates, just the indexes), and conditions shall be fixed for the entire contract period, including any and all continuations.

Agreed

Comment:

6. SEMI-ANNUAL MEETING – The District expects a review meeting at least once every six months to evaluate the working relationship between the District and the successful institution. The objective shall be to address any problems and to seek solutions as well as keeping abreast of changes, new services, or new requirements.

Agreed

Comment:

7. FORMAL CONTRACT REQUIRED – The final appointment of the successful institution shall be made by the District Council. The successful institution shall be required to enter into a contract that incorporates all of the requirements of their official response to this RFP, along with the accompanying related schedules and materials as called for in this RFP. The formal agreements should include: a primary depository services contract, a collateral custodial agreement, and a FIRREA compliant resolution of certification (see reference under the Collateral Requirements). **A sample of the proposed contract is attached.**

Agreed

Comment:

8. OVERDRAFT NOTIFICATION – In the event a check or checks shall be presented for payment where there are insufficient funds in District’s collective accounts, the successful institution agrees to promptly notify the District’s Chief Financial Officer or other signatory person, by telephone or other means, of the overdraft condition, and to provide the District a period not exceeding one business day to respond and rectify the condition.

Agreed

9. RESEARCH – The District expects that all research requests are responded to within three business days of the request.

Agreed

Comment:

10. BANK ERRORS – Bank errors resulting in lost interest or incorrect service fees to the District must be reimbursed by the bank to the District, utilizing a mutually agreed upon method of reimbursement.

Agreed

Comment:

11. AUDIT CONFIRMATIONS – Successful institution must provide account balance audit confirmations to the District’s audit firm annually at no charge.

Agreed

Comment:

12. ONE RELATIONSHIP OFFICER – The District requests **one** relationship manager to coordinate the successful institution’s efforts and remain directly responsible for facilitating all District/Institution interaction.

Description	Name	Title	Phone
Relationship Officer			
Address		Email Address	

COLLATERAL REQUIREMENTS

The institution shall pledge collateral to satisfy the requirements of the Public Funds Collateral Act, Chapter 2257, Government Code, and the District's Investment Policy.

1. **COLLATERAL AMOUNT** – The maximum ledger balances could exceed \$30,000,000 in the aggregate. Historically, the average balances are less than \$27,000,000. Applicant must clearly explain any collateral limitations or fees. The District reserves the right to maximize or minimize bank balances regardless of historical patterns. The institution must monitor the collateral adequacy daily and provide additional collateral to secure balances as required.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

2. **COLLATERAL CUSTODY** – The pledged securities shall be held at an independent collateral custodian acceptable to both the District and the institution.

Please provide the name of the proposed independent custodian as well as any related fees.

Name of Proposed Custodian:

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

3. **LETTERS OF CREDIT or PLEDGED SECURITIES** – How will your institution collateralize the District's deposits:

Letters of Credit

IntraFi Structure (or similar FDIC spreading program)

Pledged Securities

If Pledging Securities please respond to the following:

4. **COLLATERAL LEVEL** – The typical monthly maximum balance shall determine the total collateral level to be maintained each month in accordance with the District's Investment Policy. This level may be adjusted monthly for seasonality based on historical patterns, but the District also requires daily monitoring of the District's balances to insure adequate collateral levels. If current collateral levels will be exceeded, the District will notify the bank the day before so that adequate collateral can be added.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

5. **COLLATERAL SUBSTITUTION** – The District prefers that any substitutions of the pledged securities in the total amount pledged shall be made only by and with the proper written authorization of an authorized District signatory. How does your institution handle substitutions?

Substitutions will only be done with prior written authorization from the District

Substitutions will be done without prior written approval, but always for securities of equal or greater quality and with a market value greater than or equal to the securities being replaced. The

District, at its sole discretion, has the right to request a different security if the substituted security is unacceptable.

Comment:

6. COLLATERAL REDUCTIONS – The District strongly prefers that any reduction of the total amount pledged shall be made only by and with the proper written authorization of an authorized District signatory. How does your institution handle collateral reductions?

Reductions will only be done with prior written authorization from the District

Reductions MAY be done without prior written approval.

If the second option is the one your institution uses, will your bank agree to maintain a minimum threshold of collateral that will not be lowered without prior approval from the District?

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

7. ADDING COLLATERAL - What is the deadline for requesting additional collateral: _____

8. COLLATERAL REPORT – The institution **and** the custodian shall provide District a monthly pledged securities report or additional reports at any time requested by District. The report must describe the total pledged securities by:

Name
Type / Description
CUSIP
Par Value
Current Face Value
Maturity Date

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

9. ONLINE REPORTING - Is daily online access to the District’s collateral account available through the third-party custodian?

Yes, can provide as requested.

No, cannot provide as requested.

Comment:

10. BOARD RESOLUTION – The Board of Directors or designated committee of the institution will be required to provide a FIRREA compliant resolution. The following is an excerpt of the FIRREA requirement from the FDIC Code:

e) AGREEMENTS AGAINST INTERESTS OF CORPORATION.--

(1) IN GENERAL.--No agreement which tends to diminish or defeat the interest of the Corporation in any asset acquired by it under this section or section 11, either as security for a loan or by purchase or as receiver of any insured depository institution, shall be valid against the Corporation unless such agreement--

(A) is in writing,

(B) was executed by the depository institution and any person claiming an adverse

interest thereunder, including the obligor, contemporaneously with the acquisition of the asset by the depository institution,

(C) was approved by the board of directors of the depository institution or its loan committee, which approval shall be reflected in the minutes of said board or committee, and

(D) has been, continuously, from the time of its execution, an official record of the depository institution.

Yes, can provide as expected.

No, cannot provide as expected.

Comment:

REQUIRED DISCLOSURES

As defined in Section 105.015 (c), each applicant shall comply with the conflict of interest provision of Section 131.903 of the Texas Local Government Code in regard to the selection of the depositories:

Sec. 131.903. CONFLICT OF INTEREST.

(a) A bank is not disqualified from serving as a depository for funds of a political subdivision if:

(1) an officer or employee of the political subdivision who does not have the duty to select the political subdivision's depository is an officer, director, or shareholder of the bank; or

(2) one or more officers or employees of the political subdivision who have the duty to select the political subdivision's depository are officers or directors of the bank or own or have a beneficial interest, individually or collectively, in 10 percent or less of the outstanding capital stock of the bank, if:

(A) a majority of the members of the board, commission, or other body of the political subdivision vote to select the bank as a depository; and

(B) the interested officer or employee does not vote or take part in the proceedings.

(b) This section may not be construed as changing or superseding a conflicting provision in the charter of a home-rule municipality.

In addition, the following disclosures apply:

Disclosure of interest: Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the Travis County Water Control and Improvement District No. 17, in Austin, Texas must file a completed conflict of interest questionnaire which is available at www.ethics.state.tx.us. The conflict of interest questionnaire must be filed with TCWCID17 no later than the seventh business day after the later of the date that the person or agent begins contract discussions or negotiations with the District or submits to the District an application, response to a request for proposal or bid, correspondence, or writing related to a potential agreement. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Texas Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Certificate of interested parties: Section 2252.908 of the Texas Government Code applies to all contracts entered into on or after January 1, 2016. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies, with a few exceptions, to all contracts/purchases of a governmental entity that require action or vote by the governing body of the entity. The electronic filing application process can be started on the Texas Ethics Commission website at www.ethics.state.tx.us. **The District acknowledges that publicly traded business entities are exempt from this requirement.**

In compliance with Chapter 2252 Subchapter F, of the Texas Government Code, prohibiting government contracts with a company doing business with Iran, Sudan or a foreign terrorist organization, the TCWCID17, will not enter into a contract with a company reported on the LISTED COMPANIES per Section 2252.153.

REQUIRED CERTIFICATIONS

1. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract. (a) This section applies only to a contract that:
- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
 - (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

Agreed

Comment:

2. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2276.002 - Provision Required in Contract. (a) This section applies only to a contract that:
- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
 - (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott energy companies; and
- (2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Agreed

Comment:

3. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with at least 10 full-time employees; and
- (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
- (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) Contracts with a sole-source provider; or
- (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

Agreed

Comment:

APPLICATION SUBMITTED BY

This application is being submitted to the District by the following person duly authorized to act on behalf of this applicant.

Name of Financial Institution

FDIC or NCUA Certificate #

Address of Financial Institution

Telephone #

Email Address

Officer Name & Title (printed)

Officer Signature _____

Signature indicates respondent accepts the specifications, terms and conditions of this RFP and that applicant is not delinquent on any payment due the District or involved in any lawsuit against the District.

Date:

SAMPLE DEPOSITORY SERVICES CONTRACT

THIS DEPOSITORY SERVICES CONTRACT, hereinafter called the “Contract”, is made and entered into on the date last herein written by and between the Travis County Water Control & Improvement District No. 17 (TCWCID17), hereinafter called the “District”, and _____ a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank", and provides as follows:

1. **Designation of Depository**. The District, through action of the District’s Board of Directors, on June 18, 2026, hereby designates the Bank as a primary depository bank for the period beginning October 1, 2026, and continuing through September 30, 2029, with the option for two (2) one-year extensions under the same terms and conditions.

2. **General**. All services rendered to the District by the Bank under this Contract shall be performed in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instructions of the District pursuant to the Bank’s standard operations, policies, and procedures.

3. **Scope of Services**. The Bank agrees to provide those services as described in the District’s Request for Application for Depository Bank Services released on March 5, 2026, hereinafter referred to as the “RFP”. The RFP and the Bank’s response to the RFP, hereinafter referred to as the “Application”, are incorporated herein by reference. The Bank acknowledges that all services performed by the Bank are subject to the approval of the District. The Bank agrees to provide additional services as requested from time to time by the District and mutually agreed upon by the Bank.

4. **District Representatives**. During the term of this Contract, the District will, through appropriate action of its District’s Board, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of District in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the District in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfers by written instrument.

5. **Collateral Custodian**. The District and the Bank, by execution of this Contract, hereby designate _____ as custodian, hereinafter called the “custodian”, to hold in trust, according to the terms and conditions of this Contract, the collateral described and pledged by the Bank in accordance with the provisions of this Contract.

6. **Custodial Fees**. Any and all fees associated with the custodian’s holding of collateral for the benefit of the District shall be paid by the Bank, and the District will have no liability therefore.

7. **Entire Agreement**. The entire agreement between Bank and District shall consist of this Contract, the District’s RFP (except to the extent Bank took specific exceptions in the Bank’s Application), the Bank’s Application, the Collateral Agreement with the custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the “Banking Agreements”), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization**. All funds on deposit with the Bank to the credit of the District shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the District’s Investment Policy, and the Bank’s Application. The District agrees to promptly provide to the

Bank any changes to its Investment Policy. The Depositor agrees that it shall only direct the Bank in writing to make investments authorized pursuant to the foregoing.

If marketable securities are pledged by the Bank as collateral, the total market value of the securities securing such deposits shall be in an amount at least equal to the minimum required amount as per the District's Investment Policy. The market value of any pledged securities (collateral) must be obtained from non-Bank-affiliated sources. The Bank shall monitor and maintain the required collateral margins and levels at all times.

The Bank has heretofore, or will immediately hereafter, deliver to the Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of the District deposited with the Bank. The Custodian shall accept said collateral and hold the same in trust for the purposes herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by the Custodian in trust so long as deposits of the District remain with the Bank. The Bank hereby grants a security interest in such collateral to District.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, the District may authorize the withdrawal of a specified amount of collateral, and the Custodian shall deliver this amount of collateral (and no more) to the Bank.

If the Bank shall desire to sell or otherwise dispose of any one or more of said securities so deposited with the Custodian, the Bank may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the 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. If at any time, the aggregate market value of such collateral so deposited with the Custodian be less than the total sum of the District's funds on deposit with the Bank, the Bank shall immediately deposit with the Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Custodian, and the Custodian may dispose of such income as directed by the Bank without approval of the District.

If surety bonds or letters of credit are utilized, the District shall agree as to the issuer and form of contract prior to pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per the District's Investment Policy.

9. **Pledge Receipts.** The Custodian shall promptly forward to the District copies of pledge receipts covering all such collateral held for the District, including substitute collateral as provided for herein.

10. **Default.** Should the Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach the Banking Agreements with the District, the District shall give written notice of such failure or breach to the Bank, and the Bank shall have one (1) business day to cure such failure or breach. In the event the Bank shall fail to cure any such failure or breach within one (1) business day or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of the Custodian, upon demand of the District, to surrender the above-described collateral to the District, or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract.

The District may sell any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the District all damages and losses sustained by it, together with all reasonable and documented expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

11. **Sale of Seized Collateral.** Any sale of such seized collateral, or any part thereof, made by the District hereunder may be either at public or private sale, provided however, it shall give both the Custodian and the Bank two (2) hours' prior written notice of the time and place where such sale shall take place, and such sale shall be to the highest bidder therefore for cash. The District and the Bank shall have the right to bid at such sale.

12. **Release of Collateral.** When the relationship of the District and the Bank shall have ceased and when the Bank shall have properly paid out all deposits of the District, it shall be the duty of the District to give the Custodian notice to that effect; whereupon the Custodian shall, with the approval of the District, redeliver to the Bank all collateral then in its possession belonging to Bank. An order in writing to the Custodian by the District and a receipt for such collateral by the Bank shall be a full and final release of the Custodian of all duties and obligations undertaken by it by virtue of these presents.

13. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

14. **Compensation.** The District and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Application accepted by the District. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

15. **Consideration.** The Banking Agreements, are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Counterparts.** This Contract and other agreements shall be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

17. **Authority to Execute.** The individuals executing this Contract and other agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Contract and other agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Contract and other agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

18. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Texas. Travis County shall be the venue for any lawsuit arising out of this Contract.

19. **Certification Regarding Boycotting of Israel.** Texas Government Code, Title 10, Subtitle F, Chapter 2271.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

20. **Certification Regarding Boycotting of Certain Energy Companies.** Texas Government Code, Title 10, Subtitle F, Chapter 2276.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with 10 or more full-time employees; and
- (2) Has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the government entity.

(b) Except as provided in Subsection (c), a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) Does not boycott energy companies; and
- (2) Will not boycott energy companies during the term of the contract.

(c) Subsection (b) does not apply to a governmental entity that determines the requirement of Subsection (b) are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

21. **Certification Regarding Boycotting of Firearms Entity or Firearms Trade Association.** Texas Government Code, Title 10, Subtitle F, Chapter 2274.002 - Provision Required in Contract. (a) This section applies only to a contract that:

- (1) Is between a governmental entity and a company with at least 10 full-time employees; and
- (2) Has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.

(b) Except as provided by Subsection (c) and Section 2274.003, a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

- (1) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and
- (2) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

(c) Subsection (b) does not apply to a governmental entity that:

- (1) Contracts with a sole-source provider; or
- (2) Does not receive any bids from a company that is able to provide the written verification required by that subsection.

22. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

District: **Travis County Water Control & Improvement District No. 17**
Attn: Accounting Department
3812 Eck Lane
Austin, Texas 78734

Bank:

Attn:

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

23. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

24. **Binding Commitment.** The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and the Texas Local Government Code.

25. **Continuation.** Unless this contract is terminated sooner, the Bank's designation as the primary District Depository will remain continuously in effect through September 30, 2031, subject to execution of the extension options.

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

DISTRICT

BANK

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

ATTEST

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

COMPLETE APPLICATION CHECKLIST

(Please provide in the order listed)

- Executive Summary / Coversheet
- Three bound copies.
- Completed RFP in PDF format on USB-flash drive.
- Completed Fee Schedule returned in Excel format on the same USB – flash drive.

COMMENTS:

PRO-FORMA ACCOUNT ANALYSIS – A pro-forma account analysis statement using your format and service descriptions that reflect your proposed fees based on the volumes provided in this RFP and indicate any capability to provide the information electronically.

COMMENTS:

SECURITIES SAFEKEEPING FEES – Schedule of Securities Safekeeping Fees.

COMMENTS:

COMPLETED AND SIGNED DISCLOSURES – As required and applicable within the RFP.

COMMENTS:

COMPLETED AND SIGNED APPLICATION SUBMITTED BY FORM – Please include the signed form in the PDF file as well.

COMMENTS:

EXCEPTIONS TO RFP REQUIREMENTS – Please provide a summary of any exceptions your institution has noted regarding the requirements as contained in this RFP.

COMMENTS:

APPLICANT'S INITIALS: _____