



RIVERBEND RESOLUTION NO. 20160413-02

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE AN
INTERLOCAL AGREEMENT/CONTRACT FOR BANK DEPOSITORY SERVICES
WITH STATE BANK OF DEKALB**

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas;

WHEREAS, Riverbend Water Resources District has a need for bank depository services to support the operation and management of its wet utilities;

WHEREAS, Riverbend Water Resources District has adopted an Investment Policy and Strategies, as required by applicable law, to manage the funds of the District and said policy requires that bank depository services be selected through a competitive "request for proposal" process;


WHEREAS, Riverbend Water Resources District has completed the formal request for proposals process for bank depository services for its wet utilities;

WHEREAS, State Bank of Dekalb provides certain needed bank depository services, has submitted a superior proposal, and is fully qualified and certified to perform these services; and


NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and is hereby authorized to enter into a bank depository services agreement with State Bank of Dekalb to provide bank depository services for Riverbend Water Resources District as specified by the attached agreement of upon terms substantially the same as attached hereto.

PASSED and APPROVED this 13th day of April, 2016




Sean Rommel, President

ATTEST:


Fred Milton, Secretary

Attached: Bank Depository Services Agreement

**RIVERBEND WATER RESOURCES DISTRICT
BANK DEPOSITORY SERVICES AGREEMENT**

THIS BANK DEPOSITORY SERVICES AGREEMENT (the "Agreement") is made and entered into on the date law herein written by and between RIVERBEND WATER RESOURCES DISTRICT (the "District"), a conservation and reclamation district of the State of Texas, acting by and through its Executive Director/CEO, hereunto duly authorized, and STATE BANK OF DEKALB (the "Bank"), a banking depository, organized under the law of the United States and authorized by law to do banking business in the State of Texas, acting by and through its President, hereunto duly authorized, and provides as follows:

1. **Designation of Depository.** District, through action of the Board of Directors, its governing body, on April 13, 2016, hereby designates Bank as a primary bank depository for the period beginning May 1, 2016, and continuing through April 30, 2019.
2. **General.** All services rendered to the District by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of the District pursuant to Bank's standard operations, policies, and procedures.
3. **Scope of Services.** Bank agrees to provide those services as described in Bank's Response to District's Bank Depository Services Request for Proposals ("RFP") as amended, incorporated herein by reference. Bank acknowledges that all such services shall be performed by Bank subject to the approval of the District.
4. **District Representatives.** During the term of this Agreement, the District will through appropriate action of its Board, designate the officer(s) who singly or jointly will be authorized to represent and act on behalf of the District in any and all matters of every kind arising under this Agreement 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 fund(s) transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument. Designations will be made in writing on required forms provided by Bank.
5. **Entire Agreement.** The entire agreement between Bank and Center shall consist of this Agreement, the District's Bank Depository Services RFP and Bank's Response to the District's Bank Services RFP, as amended by emails and other means, each incorporated by reference and listed in governing order of precedence in the event of conflict among the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether oral or written. The terms and provisions of this Agreement may not be

amended, altered or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

6. **Custodian.** The District and Bank, by execution of this Agreement, hereby designate the Federal Home Loan Bank of Dallas as custodian (the "Custodian"), to hold in trust, according to the terms and conditions of this Agreement, the collateral described and pledged by the Bank in accordance with the provisions of this Agreement. The Bank has the right to request substitute Custodian as approved by the District.

7. **Custodian Fees.** Any and all fees associated with the Custodian's holding of collateral for the benefit of the District will be paid by the Bank, and the District will have no liability for these fees.

8. **Collateralization.** All funds on deposit with the Bank to the credit of the District shall be secured by collateral as provided by the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the District's Investment Policy and Strategies, and Bank's Response to the District's Bank Depository Services RFP, as accepted by the District.

If marketable securities are pledged, the total market value of the collateral (which includes accrued interest or income to the extent it is not included in the market price) securing such deposits shall be in an amount at least equal to the required collateral level in the District's Investment Policy, as revised from time to time, of the amount of such deposits, plus the amount of any accrued interest thereon, less the amount that such deposits are insured by an agency or instrumentality of the United States government. The market value with respect to any collateral as of any date and priced on such date will be obtained from a non-affiliated information source. Bank will work with the District to establish an appropriate cushion to cover normal deposit fluctuations and the District will notify Bank of significant changes in its balances. Bank will be liable for monitoring and maintaining the required collateral margins and levels at all times.

Bank has heretofore or will immediately hereafter deliver to 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 Bank. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Custodian in trust so long as the depository relationship between the District and Bank shall exist hereunder, and thereafter so long as the deposits made by the District and Bank hereunder, or any portion thereof, shall have not been properly paid out by Bank to the District or on its order. Bank hereby grants a security interest in such collateral to the District. Custodian will accept said collateral and hold the same in trust for the purposes herein stated.

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 securing such deposits will be in an amount at least equal to the required collateral level in the District's Investment Policy and Strategies, as revised from time to time, of the amount of such deposits including the amount of any accrued interest

thereon and less the amount that such deposits are insured by an agency or instrumentality of the United States government. The termination or expiration of any surety bond or letter of credit shall be a minimum of two (2) business days after the District anticipates withdrawing the secured deposit.

9. **Default.** Should 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 its Agreement with the District, the District shall give written notice of such failure or breach to Bank, and Bank shall have two (2) business days to cure such failure or breach. In the event Bank shall fail to cure any such failure or breach within two (2) business days or should Bank be declared insolvent by a federal banking regulatory agency, it shall be the duty of the Custodian, upon demand of the District (supported by proper evidence of any of the above listed circumstances), to surrender the above described collateral to the District. In the event said Bank shall at any time fail, default in the payments of any funds of the District deposited with it, or should default in the performance of any obligation upon it by the law of the Bank of the District, then the Custodian, at the request of the District, shall sell for the account of the Bank securities deposited with it to make good such default, and shall deliver the proceeds to such sale in the amount of the default to the District.

10. **Sale of Collateral.** Any sale of such collateral, or any part thereof, made by the District hereunder may be either at public or private sale, provided, however, it shall give both Custodian and Bank two (2) hours 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 Bank shall have the right to bid at such sale.

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

12. **Trust Receipts.** Bank shall promptly forward to Center copies of safekeeping or trust receipts covering all such collateral held for Bank, including substitute collateral as provided for herein.

13. **Withdrawal of Collateral.** If at any time the collateral in the hands of the Custodian shall have a market value in excess of the required collateral level of the balances due the District by Bank, the District shall authorize the withdrawal of a specific amount of collateral. Custodian shall deliver this amount of collateral (and no more) to Bank, taking its receipt therefore, and Custodian shall have no further liability for collateral so redelivered to Bank.

14. **Successors.** This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors and assigns. Wherever a reference is made herein to either party, such reference shall include the party's successors and assigns.

15. **Release of Collateral.** When the relationship shall have ceased to exist between the District and Bank, and when Bank shall have properly paid out all deposits of the District, it shall be the duty of the District to give Custodian notice to that effect; whereupon Custodian shall, with the approval of the District, redeliver to Bank all collateral then in its possession belonging to Bank, taking its receipt therefore. The District will not withhold reasonably requested release authorization. An order in writing to Custodian by the District and a receipt for such collateral by Bank shall be a full and final release of Custodian of all duties and obligations undertaken by it by virtue of these presents.

16. **Compensation.** The District and Bank agree that any compensation for the performance of all duties and services set forth in Bank's Response to the District's Bank Depository Services RFP as accepted by the District. Except as may otherwise be provided in this Agreement and 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 contract.

17. **Governing Law and Venue.** This Agreement shall be governed by the laws of the state of Texas. Bowie County will be the venue for any lawsuits arising out of this Agreement.

18. **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 Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

District: Riverbend Water Resources District Bank: State Bank of De Kalb

Elizabeth Fazio
District Representative Name

Joc Nichols
Bank Representative Name

3930 Galleria Oaks
District Mailing Address

102 S. Runnels
Bank Mailing Address

Texas, TX 75503
District City, State, Zip

De Kalb, TX. 75559
Bank City, State, Zip

903-223-3905
District Phone

903-831-3057
Bank Phone

lizfazio@rwr.org
District Representative Email

joc.nichols@statebankofdekalb.com
Bank Representative Email

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

19. **Severability.** If any provision of this Agreement 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 similar in effect to the illegal, invalid or unenforceable provision as possible. The remaining portion of the Agreement not declared illegal, invalid or unenforceable shall remain valid and in full force and effect for the term remaining.

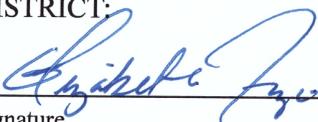
20. **Binding Commitment.** Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and Texas Local Government Code, such that all funds deposited with it as depository Bank shall be faithfully kept by it and accounted for according to law.

21. **Certification of Receipt of District Investment Policy and Strategies.** Bank hereby acknowledges receipt and review of a written copy of the District's Investment Policy and Strategies, and acknowledges that Bank has implemented reasonable procedures and controls in an effort to preclude investments between the District and the Bank that are not authorized by the District's Investment Policy and Strategies. Furthermore, Bank has executed a certification to this effect.

22. **Continuation.** Unless this Agreement is terminated sooner, Bank's designation as the primary bank depository will remain continuously in effect until April 30, 2019.

EXECUTED BY THE UNDESIGNED DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO:

DISTRICT:

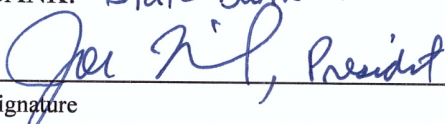


Signature

ELIZABETH FAZIO

District Representative Printed Name

BANK: State Bank of DeKalb



Signature

Joe Nichols

Bank Representative Printed Name

ATTEST:

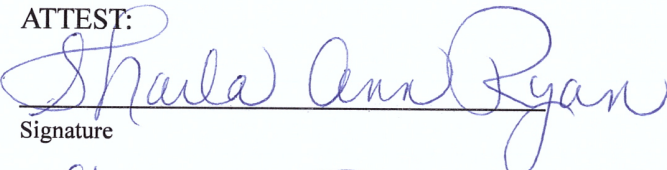


Signature

Mary East

Printed Name

ATTEST:



Signature

Sharla Ann Ryan

Printed Name

**Riverbend Water Resource District
Investment Policy and Strategies**

**Certification Required from Broker/Dealers, Financial Institutions,
Bank Depositories, and Pools**

I, Joe Nichols, am a qualified representative from an entity offering to engage in investment transactions with the Riverbend Water Resources District (the "District") and certify that I have received and reviewed a written copy of the District's Investment Policy and Strategies; I further acknowledge that the entity which I represent has implemented reasonable procedures and controls in an effort to preclude investments between the District and the entity that are not authorized by the District's Investment Policy and Strategies.

State Bank of De Kalb
Entity Name

Joe Nichols, President
Signature of Representative

3315 Richmond Rd.
Entity Address

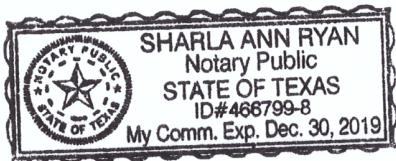
Joe Nichols
Printed Name of Representative

Texarkana, Tx 75503
Entity Address

joe.nichols@statebankofdekalb.com
Email Contact of Representative

903-831-3057
Entity Phone

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME by the said Declarant,
Joe Nichols, State Bank on this 20th day of April, 2016.



Sharla Ann Ryan
Notary Public, State of Texas