

THE STATE OF TEXAS
COUNTY OF CHILDRESS

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§

IN COMMISSIONERS COURT
REGULAR MEETING
JANUARY TERM

On this the Regular Meeting 11th day of March, A.D. 2024 the Commissioners' Court of Childress County, Texas, convened in a Regular Meeting at the regular meeting place in the Childress County Courthouse with the following members assembled and composing said Court:

KIMBERLY JONES
JEREMY HILL
MARK ROSS
KEVIN HACKLER
RICK ELLIOTT
BARBARA SIMS

COUNTY JUDGE
COMMISSIONER PRECINCT 101
COMMISSIONER PRECINCT 201
COMMISSIONER PRECINCT 301
COMMISSIONER PRECINCT 401
DEPUTY COUNTY CLERK

MINUTE 050:2024

Commissioner Mark Ross made the motion, duly seconded by Commissioner Jeremy Hill to approve previous minutes as presented.

Motion carried unanimously.

MINUTE 051:2024

Commissioner Mark Ross made the motion, duly seconded by Commissioner Rick Elliott to approve monthly reports as presented.

Motion carried unanimously.

MINUTE 052:2024

Commissioner Jeremy Hill made the motion, duly seconded by Commissioner Mark Ross to approve Interbank as the 2024-2026 Bank Depository.

Motion carried unanimously.

MINUTE 053:2024

Commissioner Jeremy Hill made the motion, duly seconded by Commissioner Kevin Hackler to approve opening two new interest-bearing accounts titled SB22 Sheriff's Office and SB22 District Attorney's Office with Brenda Overstreet, Treasurer, Judge Kimberly R. Jones and Mark Ross, County Commission as signers.

Motion carried unanimously.

MINUTE 054:2024

Commissioner Kevin Hackler made the motion, duly seconded by Commissioner Rick Elliott approved using \$22,448.00 from ARPA Funds for Syntrio Infrastructure Network Quote.

Motion carried with Jeremy Hill and Mark Ross opposed.

SANDRA MOODY, AGRILIFE EXTENSION DISCUSSED AND EXTENDED AN INVITATION TO PARTICIPATE IN THE TEXAS COMMUNITY FUTURES FORUM.

MINUTE 055:2024

Commissioner Jeremy Hill made the motion, duly seconded by Commissioner Rick Elliott to accept, and approve renewal contract with AirMedCare (LifeStar).

Motion carried unanimously.

MINUTE 056:2024

Commissioner Mark Ross made the motion, duly seconded by Commissioner Kevin Hackler to approve Interlocal Cooperation Contract for Failure to Appear Program (DPS) renewal.

Motion carried unanimously.

MINUTE 057:2024

Commissioner Mark Ross made the motion, duly seconded by Commissioner Jeremy Hill to approve the monthly bills.

Motion carried unanimously.

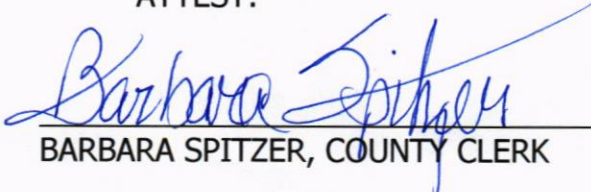
MINUTE 058:2024

Commissioner Mark Ross made the motion, duly seconded by Commissioner Kevin Hackler to adjourn.

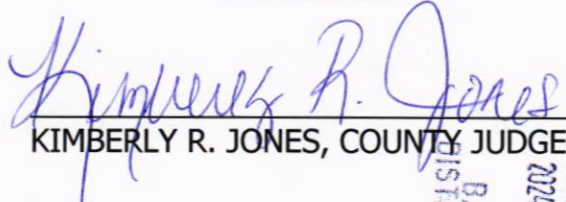
Motion carried unanimously.

The above and foregoing minutes of the Commissioners' Court of Childress, Childress County Texas, were read and approved on the 8th day of April 2024.

ATTEST:


BARBARA SPITZER, COUNTY CLERK

APPROVED:


KIMBERLY R. JONES, COUNTY JUDGE

FILED FOR RECORD
CHILDRESS COUNTY, TEXAS
2024 APR - 8 AM 11:38
BARBARA SPITZER
DISTRICT-COUNTY CLERK



March 11, 2024

Kimberly Jones
Childress County Judge
Childress County Commissioners Court
Courthouse, Box 1
Childress, Texas 79201

Honorable Judge Jones and Commissioners:

InterBank is pleased to make application with Childress County to serve as its Depository Bank for the receipt of public funds, including for a period of two (2) years, beginning March 11, 2024, and ending sixty (60) days from the time fixed by law for the next selection of a depository, with an option to renew for an additional two (2) year period if it is in the best interest of Childress County. For the purpose of this bid application, InterBank will be referred to as "Bidder" and Childress County will be referred to as "County".

InterBank, is a banking corporation, duly authorized by the Oklahoma Banking Commission to conduct business at 501 Avenue F NW in Childress, Texas. Our deposits are insured by the Federal Deposit Insurance Corporation. As of December 31, 2023, the paid-up capital common stock of InterBank was \$19,427,000.00, with permanent surplus of \$206,782,000.00, and Retained Earnings of \$316,517,000.00 for Total Capital of \$542,726,000.00. Total Assets \$4,550,713,000.00.

Bidder offers the County on **ALL INTEREST BEARING CHECKING ACCOUNTS** and CERTIFICATES OF DEPOSIT with maturities of 90 days to 1 year, an interest rate equal to 0.13% greater than the latest thirteen (13) Week Treasury Bill Auction Rate as published in the Money Rates Section of the Wall Street Journal, adjusted monthly, and changed on the first day of each month. *(For example only, the "latest" thirteen (13) Week Treasury Bill Auction Rate published online in the Money Rates Section of the Wall Street Journal on the morning of March 1, 2024, was 5.255%, so for the month of March 2024 the rate paid would have equaled 5.385%. (<https://www.wsj.com/market-data/bonds/moneyrates>).*

In accordance with Local Government Code, County Public Funds, Section 116, Bidder will provide the County security in the form of surety bond; **Federal Home Loan Bank Irrevocable Letters of Credit**; personal bond; bonds, notes, and other securities; first mortgages on real property; certificate of deposits; or investment securities in an initial amount equal to the estimated highest daily balance,

determined by the Commissioners Court of all deposits that the County will have in the depository during the term of the contract, less any applicable Federal Deposit Insurance Corporation insurance. Bidder shall have the right and privilege of substitution of pledged securities, provided substitution is Texas Local Government Code approved and is adequate in amount and quality as required.

Enclosed is a Cashier's Check in the amount of \$26,000.00 payable to Childress County as a good faith guarantee that Bidder will provide the required bond.

Certificate of Deposits will not be issued by Bidder with terms of maturity beyond the expiration of this contract, without the rate of interest being negotiated separate from this Contract between Bidder and County.

The interest rates in this bid do not apply to funds provided by bond issue or other indebtedness created by any other instrument, if said issue or indebtedness exceeds \$1,000,000.00.

Bidder will consider loans to County at a variable rate of 2.0% less than the Prime Rate as published in the Money Rates Section of the Wall Street Journal with a floor of 6.00 % and a ceiling of 18.00% with terms, security and other conditions as approved by Bidder and acceptable to County.

This bid application is made by Bidder at County's request, with the expressed agreement and understanding that County reserves the right to reject any and all bids, and the further right that if any portion or provision of this bid and/or contract between Bidder and County entered into by virtue thereof is invalid, the remainder of this bid and/or resulting contract at the option of the County shall remain in full force and effect, and not be affected by said invalid portion or provision.

InterBank appreciates the opportunity to make application for the Childress County funds.

Sincerely,



Chad Holland
Executive Vice President

Enclosures



Kimberly Jones
County Judge

CHILDRESS COUNTY

DEPOSITORY BID INSTRUCTIONS

BID TITLE..... DEPOSITORY BANK
BID DUE DATE MARCH 8, 2024 BY 3:00 P.M.
BID OPENING MARCH 11, 2024 AT 9:00 A.M.
MARK OUTSIDE OF ENVELOPE.....DEPOSITORY BID
CONTACT.....KIMBERLY JONES, COUNTY JUDGE 940-937-2221

Childress County's intent of this Bid Request and resulting contract is to obtain bids for bank depository services.

1. Bids must be received in the office of KIMBERLY JONES, Childress County Judge, located at 100 Avenue E Northwest; Childress, TX 79201 (Courthouse 2nd Floor), no later than 3:00 P.M. on March 8, 2024. Late proposals received after submission deadline shall be returned unopened and will be considered void and unacceptable. Childress County is not responsible for lateness of mail, carrier, etc.
2. Bids shall include all required documents. Each original bid and all required copies shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind the bank in a contract and marked clearly on the outside. Facsimile and or e-mail transmittals shall not be accepted.
3. Bids shall include a certified cashier's check in the amount listed in the Specifications for Bid.

4. Any alteration or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.
5. Bids may be withdrawn at any time prior to the official opening.
6. The Commissioners' Court of Childress County shall at its regular meeting on March 11, 2024, enter into the minutes of the court all applications filed with the County Judge, consider all applications and select the qualified applicant that offers the most favorable terms and conditions for the handling of the County funds. All Bidders, their representatives and interested persons may be present.
7. It is understood that Childress County reserves the right to accept or reject any and/or all bids as it shall deem to be in the best interest of Childress County. Receipt of any bid shall under no circumstances obligate Childress County to accept the lowest bid. The award of the contract shall be made to the responsible bidder whose proposal is determined to be the lowest and best evaluated offer for the County.
8. Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Childress County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. A copy of the law is available at: <http://www.statutes.legis.state.tx.us/Docs/LG/htm>. The forms for reporting are available at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

By submitting a response to this request, the vendor represents that it is in compliance with the requirements.



Kimberly Jones
County Judge

SPECIFICATIONS FOR BID NO. 2024-001

DEPOSITORY BANKS

It is the intent of Childress County to execute a contract with a bank desiring to be designated as the County Depository Bank. By returning the Bid Worksheet, Bank acknowledges that it understands the Texas Local Government Code, Chapter 116 & Chapter 117, pertaining to the managing and safekeeping of county funds and will comply with those statutes.

Duration: The Bank contract will be effective for a period of two (2) years ending sixty (60) days from the time fixed by law for the next selection of a depository, with an option to renew for an additional 2 year period if it is in the best interest of Childress County. If a timed deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities required by law for public funds to Childress County to provide the maturity of the time deposit.

Evaluation Process: Childress County will award the Bank Depository Contract based on, but not limited to, the following criteria:

1. Bank's past and prospective financial condition.
2. Net rate of return on County funds.
3. Ability to meet service requirements.
4. Cost of services.
5. Cash management products available that will enhance the count's banking procedures.

Investments Made Outside of Depository Bank: Childress County reserves the right to make external investments in accordance with the Laws of the State of Texas and the Investment Policy of Childress County.

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

Good Faith Guarantee: Bank must submit with the Bid worksheet a certified cashier's check in the amount of **\$26,000.00** (one-half percent of the county's revenue for the preceding year) payable to Childress County as a guarantee of good faith. The check will be held by the County until a Depository Bank that is selected files a depository bond or other security that is approved by the Commissioners' Court. If the selected bank does not provide the security, the

* .13% GREATER THAN 13-WEEK TREASURY BILL RATE AS QUOTED BY U.S. DEPARTMENT OF THE TREASURY, TO BE DETERMINED ON THE FIRST DAY OF EACH MONTH.

**WORKSHEET FOR
DEPOSITORY BID**

2024

Interest Bearing Checking Accounts:

Fixed Rate Interest: n/a

Variable Rate Interest: *

Services Provided:

		<u>YES</u>	<u>NO</u>	<u>APPLICABLE FEE</u>
1.	Monthly Account Balance Reports	<u> x </u>	<u> — </u>	<u> n/a </u>
Comment: _____				
2.	Monthly Pledge Reports	<u> x </u>	<u> — </u>	<u> n/a </u>
Comment: _____				
3.	Wire Transfers			
	Incoming	<u> x </u>	<u> — </u>	<u> n/a </u>
	Outgoing	<u> x </u>	<u> — </u>	<u> n/a </u>
	Repetitive	<u> x </u>	<u> — </u>	<u> n/a </u>
Comment: _____				
4.	ACH Service Transfers			
	Outgoing Bank	<u> x </u>	<u> — </u>	<u> n/a </u>
	Computerized	<u> x </u>	<u> — </u>	<u> n/a </u>
Comment: _____				
5.	In-House Acct. Transfers	<u> x </u>	<u> — </u>	<u> n/a </u>
Comment: _____				

6. Investment Transaction Fees x n/a

Comment: _____

YES **NO** **APPLICABLE FEE**

7. Furnish Deposit Slips/Books x *See Comment

Comment: *At InterBank's cost, not retail, for "Deposit Books".
 All regular in-house deposit slips at no charge.

8. Furnish appropriate checks x *See Comment
For all accounts

Comment: *At InterBank's cost, not retail, for "Computer Checks".
 All regular checks at no charge.

9. Furnish: Cashier's Checks x n/a
 Certified Checks x n/a
 Money Orders x n/a

Comment: _____

10. Furnish: Safe Deposit Boxes x n/a
 Of adequate size and number

Comment: _____

11. Stop payments issued: x n/a

Comment: _____

12. Overdrawn accounts: x n/a

Comment: _____

13. Returned items: x n/a

Comment: _____

	<u>YES</u>	<u>NO</u>	<u>APPLICABLE FEE</u>
14. Provide safekeeping for outside Purchases of securities by Childress County at a third Party Financial Institution, or with the Federal Reserve Bank:	<u>x</u>	<u> </u>	<u>*See Comment</u>

Comment: *The only safekeeping available is through a safety deposit box issued at no charge.

15. Additional Services and charges – Are there any additional charges for the requested collection, disbursement, investment or miscellaneous services not previously covered: If so, please describe and show the fee per unit:

	<u>Yes</u>	<u>No</u>	<u>Amount</u>
<u>Cash & Coin / Change</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Online Banking / Cash Mgmt.</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Remote Deposit Capture</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Merchant Card Servicer</u>	<u>x</u>	<u> </u>	<u>n/a</u>

16. Payment for services: The County elects to pay for services by Direct Fee Payment. The County requests that the bank accept direct payment for services at the unit prices indicated in the previous sections.

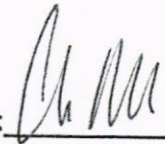
Comments: Accepted

Bank **MUST** complete the below information to validate the bid for Depository Bank:

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

Name and address of Bidder

InterBank
PO Box 780
501 Avenue F NW
Childress TX 79201

Signature: 
Name: Chad Holland
Title: Executive Vice President
Phone: 940-937-6114
806-205-0497 Cell

ALL UNSIGNED BIDS WILL BE DISQUALIFIED

EXHIBIT "A"

ACCOUNT LISTING

<u>CHECKING ACCOUNT TITLE</u>	<u>BALANCE AS OF 1/8/2024</u>
**General Fund	598,155.83
Payroll Clearing Account	50,814.32
**Interest & Sinking Account	145,592.31
**Election Fund Hava	654.05
**American Rescue Plan	941,948.41
**Courthouse Security Account	24,600.18
**County Clerk Account	23,080.09
**District Clerk Account	75,341.45
**Jail Construction Account	5,594.30
**Pre-Trail Diversion Account	60,509.13
**Record Management Account	79,061.36
Sheriff's Bond Account	102,429.82
County Clerk Archive Account	87,453.79
Clerk Court Technology Account	1,348.48
JP Court Technology	17,404.41
DA Open Records	654.10
Tax Assessor- Apportioned Funds	594.40
**Tax Assessor- Highway Dept. Fund	30,877.57

EXHIBIT "A" (cont'd)

**Tax Assessor- Certificate of Title	482.99
**Tax Assessor- Sales Tax	16,276.05
Tax Assessor- General Fund	216.18
**Sheriff's Office- Commissary II	26,416.69
**Sheriff's Office- Sheriff's Seizure Account	697.21
**Sheriff's Office- Commissary I	155,953.58
**Sheriff's Office- Inmate Fund	244.66
County Atty- Pre-Trial Intervention	9,490.31
**County Atty- Hot Check Collection Trust	9,074.89
**County Atty- Check Collecting/ Processing Trust	152.35
Clerk's Office- Eminent Domain	1,111.82 As of 11/30/23
Clerk's Office- Registry of the Court	80,323.69 As of 11/30/2023
**Clerk's Office- Aeryn Oages	10,975.79 As of 11/14/2023
**Clerk's Office- Jayden Willis	10,971.58 As of 11/14/2023
**Clerk's Office- Antonio Jones	26,271.38 As of 11/14/2023
**Clerk's Office- Tripp Tippett	23,728.19 As of 11/14/2023
** Clerk's Office- Colt Whatley	10,171.19 As of 11/14/2023
** Clerk's Office- Alesandra Hernandez	31,712.78 As of 11/14/2023
**Clerk's Office- Michael K Trosper	3,018.62 As of 11/14/2023
**Adult Probation- 100 th Judicial District Probation	205,581.71
**Adult Probation- 100th Judicial District Trust	96,657.21
**Adult Probation- 100 th Judicial District CSR	28,790.16

****Interest Bearing Account**



Quarterly

STATEMENT OF CONDITION

AT THE CLOSE OF BUSINESS • DECEMBER 31, 2023 • UNAUDITED

RESOURCES

Table with 2 columns: Resource Name, Amount. Rows include Cash and Due From Banks, Loans, Reserve for Loan Losses*, Fixed Assets, Other Assets.

TOTAL RESOURCES \$4,550,713,000

LIABILITIES

Table with 2 columns: Liability Name, Amount. Rows include Total Deposits, Other Liabilities, Reserve for Off-Balance Sheet Credits*.

TOTAL LIABILITIES \$4,007,987,000

Table with 2 columns: Capital Fund Name, Amount. Rows include Capital Stock, Capital Surplus, Retained Earnings.

TOTAL CAPITAL FUNDS \$542,726,000

TOTAL LIABILITIES AND CAPITAL \$4,550,713,000

*Split reserve of \$31,033,000 to meet ASU 2016-13 requirements

OKLAHOMA

CLINTON 580.323.5500 • EDMOND 405.782.4390 • EL RENO 405.262.8000 • ELK CITY 580.225.5580
ENID 580.234.4152 • GUTHRIE 405.282.0470 • HENNESSEY 405.853.2530 • HOBART 580.726.5577
KINGFISHER 405.375.5911 • OKLAHOMA CITY - MEMORIAL 405.782.4383 • OKLAHOMA CITY - N. MAY 405.782.4200
OKLAHOMA CITY - S. PENN 405.782.4350 • SAYRE 580.928.5511 • YUKON 405.354.2265

TEXAS

ALEDO 817.441.1717 • BLUFF DALE 254.728.3400 • BRECKENRIDGE 254.559.3333 • BORGER 806.273.2865
CANADIAN 806.323.6435 • CHILDRESS 940.937.6114 • COLEMAN 325.625.2115 • DALLAS - MOCKINGBIRD 214.370.4500
FOLLETT 806.653.2611 • FT WORTH - CAMP BOWIE 817.570.6000 • FT WORTH - RIDGLEA LPO 817.570.4320
FRIONA 806.250.5000 • GLEN ROSE 254.897.2262 • GRAHAM 940.549.3434 • GRANBURY 817.573.1700
GRAPEVINE 817.421.1212 • MIDLOTHIAN 972.775.2207 • OLNEY 940.564.5516 • RED OAK 972.223.0755
SEYMOUR 940.889.3161 • STEPHENVILLE 254.968.4125 • STINNETT 806.878.2488 • THROCKMORTON 940.849.2561
VEGA 806.267.2105 • WAXAHACHIE 972.935.5200

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
 *InterBank***

WHEREAS, the following resolution is in the best interests of InterBank, Oklahoma City, Oklahoma;

IT IS THEREFORE RESOLVED, that the Directors do hereby authorize Chad Holland to transact all business on behalf of InterBank related to a depository bid for Childress County, Texas and, specifically, Mr. Holland is authorized to execute the official Depository Bid for Childress County, Texas.

IN WITNESS WHEREOF, I have set my hand this 21st day of February, 2018.



Pascal Hosch
Director/President



March 11, 2024

Kimberly Jones
Childress County Judge
Childress County Commissioners Court
Courthouse, Box 1
Childress, Texas 79201

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Sincerely,



Chad Holland
Executive Vice President

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County Judge

CHILDRESS COUNTY

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DEPOSITORY BANKS

It is the intent of Childress County to execute a contract with a bank desiring to be designated as the County Depository Bank. By returning the Bid Worksheet, Bank acknowledges that it understands the Texas Local Government Code, Chapter 116 & Chapter 117, pertaining to the managing and safekeeping of county funds and will comply with those statutes.

Duration: The Bank contract will be effective for a period of two (2) years ending sixty (60) days from the time fixed by law for the next selection of a depository, with an option to renew for an additional 2 year period if it is in the best interest of Childress County. If a timed deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities required by law for public funds to Childress County to provide the maturity of the time deposit.

Evaluation Process: Childress County will award the Bank Depository Contract based on, but not limited to, the following criteria:

1. Bank's past and prospective financial condition.
2. Net rate of return on County funds.
3. Ability to meet service requirements.
4. Cost of services.
5. Cash management products available that will enhance the count's banking procedures.

Investments Made Outside of Depository Bank: Childress County reserves the right to make external investments in accordance with the Laws of the State of Texas and the Investment Policy of Childress County.

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

Good Faith Guarantee: Bank must submit with the Bid worksheet a certified cashier's check in the amount of **\$26,000.00** (one-half percent of the county's revenue for the preceding year) payable to Childress County as a guarantee of good faith. The check will be held by the County until a Depository Bank that is selected files a depository bond or other security that is approved by the Commissioners' Court. If the selected bank does not provide the security, the

* .13% GREATER THAN 13-WEEK TREASURY BILL RATE AS QUOTED BY U.S. DEPARTMENT OF THE TREASURY, TO BE DETERMINED ON THE FIRST DAY OF EACH MONTH.

**WORKSHEET FOR
DEPOSITORY BID**

2024

Interest Bearing Checking Accounts:

Fixed Rate Interest: n/a

Variable Rate Interest: *

Services Provided:

		<u>YES</u>	<u>NO</u>	<u>APPLICABLE FEE</u>
1. Monthly Account Balance Reports		<u> x </u>	<u> </u>	<u> n/a </u>
Comment: _____				
2. Monthly Pledge Reports		<u> x </u>	<u> </u>	<u> n/a </u>
Comment: _____				
3. Wire Transfers	Incoming	<u> x </u>	<u> </u>	<u> n/a </u>
	Outgoing	<u> x </u>	<u> </u>	<u> n/a </u>
	Repetitive	<u> x </u>	<u> </u>	<u> n/a </u>
Comment: _____				
4. ACH Service Transfers	Outgoing Bank	<u> x </u>	<u> </u>	<u> n/a </u>
	Computerized	<u> x </u>	<u> </u>	<u> n/a </u>
Comment: _____				
5. In-House Acct. Transfers		<u> x </u>	<u> </u>	<u> n/a </u>
Comment: _____				

Comment: _____

	<u>YES</u>	<u>NO</u>	<u>APPLICABLE FEE</u>
14. Provide safekeeping for outside Purchases of securities by Childress County at a third Party Financial Institution, or with the Federal Reserve Bank:	<u>x</u>	<u> </u>	<u>*See Comment</u>

Comment: *The only safekeeping available is through a safety deposit box issued at no charge.

15. Additional Services and charges – Are there any additional charges for the requested collection, disbursement, investment or miscellaneous services not previously covered: If so, please describe and show the fee per unit:

	Yes	No	Amount
<u>Cash & Coin / Change</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Online Banking / Cash Mgmt.</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Remote Deposit Capture</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Merchant Card Servicer</u>	<u>x</u>	<u> </u>	<u>n/a</u>

16. Payment for services: The County elects to pay for services by Direct Fee Payment. The County requests that the bank accept direct payment for services at the unit prices indicated in the previous sections.

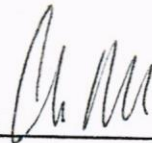
Comments: Accepted

Bank **MUST** complete the below information to validate the bid for Depository Bank:

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

Name and address of Bidder

InterBank
PO Box 780
501 Avenue F NW
Childress TX 79201

Signature: 
Name: Chad Holland
Title: Executive Vice President
Phone: 940-937-6114
806-205-0497 Cell

ALL UNSIGNED BIDS WILL BE DISQUALIFIED

EXHIBIT "A"

ACCOUNT LISTING

<u>CHECKING ACCOUNT TITLE</u>	<u>BALANCE AS OF 1/8/2024</u>
**General Fund	598,155.83
Payroll Clearing Account	50,814.32
**Interest & Sinking Account	145,592.31
**Election Fund Hava	654.05
**American Rescue Plan	941,948.41
**Courthouse Security Account	24,600.18
**County Clerk Account	23,080.09
**District Clerk Account	75,341.45
**Jail Construction Account	5,594.30
**Pre-Trail Diversion Account	60,509.13
**Record Management Account	79,061.36
Sheriff's Bond Account	102,429.82
County Clerk Archive Account	87,453.79
Clerk Court Technology Account	1,348.48
JP Court Technology	17,404.41
DA Open Records	654.10
Tax Assessor- Apportioned Funds	594.40
**Tax Assessor- Highway Dept. Fund	30,877.57

EXHIBIT "A" (cont'd)

**Tax Assessor- Certificate of Title	482.99
**Tax Assessor- Sales Tax	16,276.05
Tax Assessor- General Fund	216.18
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**Sheriff's Office- Sheriff's Seizure Account	697.21
**Sheriff's Office- Commissary I	155,953.58
**Sheriff's Office- Inmate Fund	244.66
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**County Atty- Hot Check Collection Trust	9,074.89
**County Atty- Check Collecting/ Processing Trust	152.35
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**Adult Probation- 100 th Judicial District Probation	205,581.71
**Adult Probation- 100 th Judicial District Trust	96,657.21
**Adult Probation- 100 th Judicial District CSR	28,790.16

****Interest Bearing Account**

IB InterBank®

Quarterly

STATEMENT OF CONDITION

AT THE CLOSE OF BUSINESS • DECEMBER 31, 2023 • UNAUDITED

RESOURCES

Cash and Due From Banks	\$606,577,000
Loans	3,763,660,000
Reserve for Loan Losses*	(28,029,000)
Fixed Assets	75,052,000
Other Assets	133,453,000

TOTAL RESOURCES **\$4,550,713,000**

LIABILITIES

Total Deposits	\$3,986,806,000
Other Liabilities	18,177,000
Reserve for Off-Balance Sheet Credits*	3,004,000

TOTAL LIABILITIES **\$4,007,987,000**

Capital Stock	19,427,000
Capital Surplus	206,782,000
Retained Earnings	316,517,000

TOTAL CAPITAL FUNDS **\$542,726,000**

TOTAL LIABILITIES AND CAPITAL **\$4,550,713,000**

*Split reserve of \$31,033,000 to meet ASU 2016-13 requirements

OKLAHOMA

CLINTON 580.323.5500 • EDMOND 405.782.4390 • EL RENO 405.262.8000 • ELK CITY 580.225.5580
ENID 580.234.4152 • GUTHRIE 405.282.0470 • HENNESSEY 405.853.2530 • HOBART 580.726.5577
KINGFISHER 405.375.5911 • OKLAHOMA CITY - MEMORIAL 405.782.4383 • OKLAHOMA CITY - N. MAY 405.782.4200
OKALHOMA CITY - S. PENN 405.782.4350 • SAYRE 580.928.5511 • YUKON 405.354.2265

TEXAS

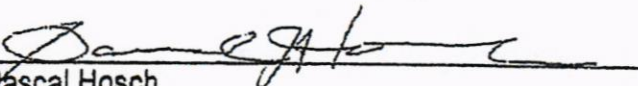
ALEDO 817.441.1717 • BLUFF DALE 254.728.3400 • BRECKENRIDGE 254.339.3333 • BORGER 806.273.2865
CANADIAN 806.323.6435 • CHILDRESS 940.937.6114 • COLEMAN 325.625.2115 • DALLAS - MOCKINGBIRD 214.370.4500
FOLLETT 806.653.2611 • FT WORTH -CAMP BOWIE 817.570.6000 • FT WORTH - RIDGLEA LPO 817.570.4320
FRIONA 806.250.5000 • GLEN ROSE 254.897.2262 • GRAHAM 940.549.3434 • GRANBURY 817.573.1700
GRAPEVINE 817.421.1212 • MIDLOTHIAN 972.775.2207 • OLNEY 940.564.5516 • RED OAK 972.223.0755
SEYMOUR 940.889.3161 • STEPHENVILLE 254.968.4125 • STINNETT 806.878.2488 • THROCKMORTON 940.849.2561
VEGA 806.267.2105 • WAXAHACHIE 972.935.5200

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
 *InterBank***

WHEREAS, the following resolution is in the best interests of InterBank, Oklahoma City, Oklahoma;

IT IS THEREFORE RESOLVED, that the Directors do hereby authorize Chad Holland to transact all business on behalf of InterBank related to a depository bid for Childress County, Texas and, specifically, Mr. Holland is authorized to execute the official Depository Bid for Childress County, Texas.

IN WITNESS WHEREOF, I have set my hand this 21st day of February, 2018.


Pascal Hosch
Director/President



March 11, 2024

Kimberly Jones
Childress County Judge
Childress County Commissioners Court
Courthouse, Box 1
Childress, Texas 79201

Honorable Judge Jones and Commissioners:

InterBank is pleased to make application with Childress County to serve as its Depository Bank for the receipt of public funds, including for a period of two (2) years, beginning March 11, 2024, and ending sixty (60) days from the time fixed by law for the next selection of a depository, with an option to renew for an additional two (2) year period if it is in the best interest of Childress County. For the purpose of this bid application, InterBank will be referred to as "Bidder" and Childress County will be referred to as "County".

InterBank, is a banking corporation, duly authorized by the Oklahoma Banking Commission to conduct business at 501 Avenue F NW in Childress, Texas. Our deposits are insured by the Federal Deposit Insurance Corporation. As of December 31, 2023, the paid-up capital common stock of InterBank was \$19,427,000.00, with permanent surplus of \$206,782,000.00, and Retained Earnings of \$316,517,000.00 for Total Capital of \$542,726,000.00. Total Assets \$4,550,713,000.00.

Bidder offers the County on **ALL INTEREST BEARING CHECKING ACCOUNTS** and CERTIFICATES OF DEPOSIT with maturities of 90 days to 1 year, an interest rate equal to 0.13% greater than the latest thirteen (13) Week Treasury Bill Auction Rate as published in the Money Rates Section of the Wall Street Journal, adjusted monthly, and changed on the first day of each month. *(For example only, the "latest" thirteen (13) Week Treasury Bill Auction Rate published online in the Money Rates Section of the Wall Street Journal on the morning of March 1, 2024, was 5.255%, so for the month of March 2024 the rate paid would have equaled 5.385%. (<https://www.wsj.com/market-data/bonds/moneyrates>).*

In accordance with Local Government Code, County Public Funds, Section 116, Bidder will provide the County security in the form of surety bond; **Federal Home Loan Bank Irrevocable Letters of Credit**; personal bond; bonds, notes, and other securities; first mortgages on real property; certificate of deposits; or investment securities in an initial amount equal to the estimated highest daily balance,

determined by the Commissioners Court of all deposits that the County will have in the depository during the term of the contract, less any applicable Federal Deposit Insurance Corporation insurance. Bidder shall have the right and privilege of substitution of pledged securities, provided substitution is Texas Local Government Code approved and is adequate in amount and quality as required.

Enclosed is a Cashier's Check in the amount of \$26,000.00 payable to Childress County as a good faith guarantee that Bidder will provide the required bond.

Certificate of Deposits will not be issued by Bidder with terms of maturity beyond the expiration of this contract, without the rate of interest being negotiated separate from this Contract between Bidder and County.

The interest rates in this bid do not apply to funds provided by bond issue or other indebtedness created by any other instrument, if said issue or indebtedness exceeds \$1,000,000.00.

Bidder will consider loans to County at a variable rate of 2.0% less than the Prime Rate as published in the Money Rates Section of the Wall Street Journal with a floor of 6.00 % and a ceiling of 18.00% with terms, security and other conditions as approved by Bidder and acceptable to County.

This bid application is made by Bidder at County's request, with the expressed agreement and understanding that County reserves the right to reject any and all bids, and the further right that if any portion or provision of this bid and/or contract between Bidder and County entered into by virtue thereof is invalid, the remainder of this bid and/or resulting contract at the option of the County shall remain in full force and effect, and not be affected by said invalid portion or provision.

InterBank appreciates the opportunity to make application for the Childress County funds.

Sincerely,



Chad Holland
Executive Vice President

Enclosures



Kimberly Jones
County Judge

CHILDRESS COUNTY

DEPOSITORY BID INSTRUCTIONS

BID TITLE..... DEPOSITORY BANK
BID DUE DATE MARCH 8, 2024 BY 3:00 P.M.
BID OPENING MARCH 11, 2024 AT 9:00 A.M.
MARK OUTSIDE OF ENVELOPE.....DEPOSITORY BID
CONTACT.....KIMBERLY JONES, COUNTY JUDGE 940-937-2221

Childress County's intent of this Bid Request and resulting contract is to obtain bids for bank depository services.

1. Bids must be received in the office of KIMBERLY JONES, Childress County Judge, located at 100 Avenue E Northwest; Childress, TX 79201 (Courthouse 2nd Floor), no later than 3:00 P.M. on March 8, 2024. Late proposals received after submission deadline shall be returned unopened and will be considered void and unacceptable. Childress County is not responsible for lateness of mail, carrier, etc.
2. Bids shall include all required documents. Each original bid and all required copies shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind the bank in a contract and marked clearly on the outside. Facsimile and or e-mail transmittals shall not be accepted.
3. Bids shall include a certified cashier's check in the amount listed in the Specifications for Bid.

4. Any alteration or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.
5. Bids may be withdrawn at any time prior to the official opening.
6. The Commissioners' Court of Childress County shall at its regular meeting on March 11, 2024, enter into the minutes of the court all applications filed with the County Judge, consider all applications and select the qualified applicant that offers the most favorable terms and conditions for the handling of the County funds. All Bidders, their representatives and interested persons may be present.
7. It is understood that Childress County reserves the right to accept or reject any and/or all bids as it shall deem to be in the best interest of Childress County. Receipt of any bid shall under no circumstances obligate Childress County to accept the lowest bid. The award of the contract shall be made to the responsible bidder whose proposal is determined to be the lowest and best evaluated offer for the County.
8. Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Childress County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. A copy of the law is available at: <http://www.statutes.legis.state.tx.us/Docs/LG/htm>. The forms for reporting are available at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

By submitting a response to this request, the vendor represents that it is in compliance with the requirements.



Kimberly Jones
County Judge

SPECIFICATIONS FOR BID NO. 2024-001

DEPOSITORY BANKS

It is the intent of Childress County to execute a contract with a bank desiring to be designated as the County Depository Bank. By returning the Bid Worksheet, Bank acknowledges that it understands the Texas Local Government Code, Chapter 116 & Chapter 117, pertaining to the managing and safekeeping of county funds and will comply with those statutes.

Duration: The Bank contract will be effective for a period of two (2) years ending sixty (60) days from the time fixed by law for the next selection of a depository, with an option to renew for an additional 2 year period if it is in the best interest of Childress County. If a timed deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities required by law for public funds to Childress County to provide the maturity of the time deposit.

Evaluation Process: Childress County will award the Bank Depository Contract based on, but not limited to, the following criteria:

1. Bank's past and prospective financial condition.
2. Net rate of return on County funds.
3. Ability to meet service requirements.
4. Cost of services.
5. Cash management products available that will enhance the count's banking procedures.

Investments Made Outside of Depository Bank: Childress County reserves the right to make external investments in accordance with the Laws of the State of Texas and the Investment Policy of Childress County.

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

Good Faith Guarantee: Bank must submit with the Bid worksheet a certified cashier's check in the amount of **\$26,000.00** (one-half percent of the county's revenue for the preceding year) payable to Childress County as a guarantee of good faith. The check will be held by the County until a Depository Bank that is selected files a depository bond or other security that is approved by the Commissioners' Court. If the selected bank does not provide the security, the

* .13% GREATER THAN 13-WEEK TREASURY BILL RATE AS QUOTED BY U.S. DEPARTMENT OF THE TREASURY, TO BE DETERMINED ON THE FIRST DAY OF EACH MONTH.

**WORKSHEET FOR
DEPOSITORY BID**

2024

Interest Bearing Checking Accounts:

Fixed Rate Interest: n/a

Variable Rate Interest: *

Services Provided:

		<u>YES</u>	<u>NO</u>	<u>APPLICABLE FEE</u>
1. Monthly Account Balance Reports		<u>x</u>	<u> </u>	<u>n/a</u>
Comment: _____				
2. Monthly Pledge Reports		<u>x</u>	<u> </u>	<u>n/a</u>
Comment: _____				
3. Wire Transfers	Incoming	<u>x</u>	<u> </u>	<u>n/a</u>
	Outgoing	<u>x</u>	<u> </u>	<u>n/a</u>
	Repetitive	<u>x</u>	<u> </u>	<u>n/a</u>
Comment: _____				
4. ACH Service Transfers	Outgoing Bank	<u>x</u>	<u> </u>	<u>n/a</u>
	Computerized	<u>x</u>	<u> </u>	<u>n/a</u>
Comment: _____				
5. In-House Acct. Transfers		<u>x</u>	<u> </u>	<u>n/a</u>
Comment: _____				

6. Investment Transaction Fees x n/a

Comment: _____

YES **NO** **APPLICABLE FEE**

7. Furnish Deposit Slips/Books x *See Comment

Comment: *At InterBank's cost, not retail, for "Deposit Books".
All regular in-house deposit slips at no charge.

8. Furnish appropriate checks
For all accounts x *See Comment

Comment: *At InterBank's cost, not retail, for "Computer Checks".
All regular checks at no charge.

9. Furnish: Cashier's Checks x n/a
 Certified Checks x n/a
 Money Orders x n/a

Comment: _____

10. Furnish: Safe Deposit Boxes x n/a
 Of adequate size and number

Comment: _____

11. Stop payments issued: x n/a

Comment: _____

12. Overdrawn accounts: x n/a

Comment: _____

13. Returned items: x n/a

Comment: _____

	<u>YES</u>	<u>NO</u>	<u>APPLICABLE FEE</u>
14. Provide safekeeping for outside Purchases of securities by Childress County at a third Party Financial Institution, or with the Federal Reserve Bank:	<u>x</u>	<u> </u>	<u>*See Comment</u>

Comment: *The only safekeeping available is through a safety deposit box issued at no charge.

15. Additional Services and charges – Are there any additional charges for the requested collection, disbursement, investment or miscellaneous services not previously covered: If so, please describe and show the fee per unit:

	<u>Yes</u>	<u>No</u>	<u>Amount</u>
<u>Cash & Coin / Change</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Online Banking / Cash Mgmt.</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Remote Deposit Capture</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Merchant Card Servicer</u>	<u>x</u>	<u> </u>	<u>n/a</u>

16. Payment for services: The County elects to pay for services by Direct Fee Payment. The County requests that the bank accept direct payment for services at the unit prices indicated in the previous sections.

Comments: Accepted

Bank **MUST** complete the below information to validate the bid for Depository Bank:

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

Name and address of Bidder

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501 Avenue F NW
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Signature: 
Name: Chad Holland
Title: Executive Vice President
Phone: 940-937-6114
806-205-0497 Cell

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<u>CHECKING ACCOUNT TITLE</u>	<u>BALANCE AS OF 1/8/2024</u>
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**Adult Probation- 100 th Judicial District CSR	28,790.16

****Interest Bearing Account**



Quarterly

STATEMENT OF CONDITION

AT THE CLOSE OF BUSINESS • DECEMBER 31, 2023 • UNAUDITED

RESOURCES

Table with 2 columns: Resource Name, Amount. Rows include Cash and Due From Banks, Loans, Reserve for Loan Losses*, Fixed Assets, Other Assets.

TOTAL RESOURCES \$4,550,713,000

LIABILITIES

Table with 2 columns: Liability Name, Amount. Rows include Total Deposits, Other Liabilities, Reserve for Off-Balance Sheet Credits*.

TOTAL LIABILITIES \$4,007,987,000

Table with 2 columns: Capital Component, Amount. Rows include Capital Stock, Capital Surplus, Retained Earnings.

TOTAL CAPITAL FUNDS \$542,726,000

TOTAL LIABILITIES AND CAPITAL \$4,550,713,000

*Split reserve of \$31,033,000 to meet ASU 2016-13 requirements

OKLAHOMA

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**RESOLUTION OF
THE BOARD OF DIRECTORS OF
 *InterBank***

WHEREAS, the following resolution is in the best interests of InterBank, Oklahoma City, Oklahoma;

IT IS THEREFORE RESOLVED, that the Directors do hereby authorize Chad Holland to transact all business on behalf of InterBank related to a depository bid for Childress County, Texas and, specifically, Mr. Holland is authorized to execute the official Depository Bid for Childress County, Texas.

IN WITNESS WHEREOF, I have set my hand this 21st day of February, 2018.



Pascal Hosch
Director/President



March 11, 2024

Kimberly Jones
Childress County Judge
Childress County Commissioners Court
Courthouse, Box 1
Childress, Texas 79201

Honorable Judge Jones and Commissioners:

InterBank is pleased to make application with Childress County to serve as its Depository Bank for the receipt of public funds, including for a period of two (2) years, beginning March 11, 2024, and ending sixty (60) days from the time fixed by law for the next selection of a depository, with an option to renew for an additional two (2) year period if it is in the best interest of Childress County. For the purpose of this bid application, InterBank will be referred to as "Bidder" and Childress County will be referred to as "County".

InterBank, is a banking corporation, duly authorized by the Oklahoma Banking Commission to conduct business at 501 Avenue F NW in Childress, Texas. Our deposits are insured by the Federal Deposit Insurance Corporation. As of December 31, 2023, the paid-up capital common stock of InterBank was \$19,427,000.00, with permanent surplus of \$206,782,000.00, and Retained Earnings of \$316,517,000.00 for Total Capital of \$542,726,000.00. Total Assets \$4,550,713,000.00.

Bidder offers the County on **ALL INTEREST BEARING CHECKING ACCOUNTS** and CERTIFICATES OF DEPOSIT with maturities of 90 days to 1 year, an interest rate equal to 0.13% greater than the latest thirteen (13) Week Treasury Bill Auction Rate as published in the Money Rates Section of the Wall Street Journal, adjusted monthly, and changed on the first day of each month. *(For example only, the "latest" thirteen (13) Week Treasury Bill Auction Rate published online in the Money Rates Section of the Wall Street Journal on the morning of March 1, 2024, was 5.255%, so for the month of March 2024 the rate paid would have equaled 5.385%. (<https://www.wsj.com/market-data/bonds/moneyrates>)).*

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determined by the Commissioners Court of all deposits that the County will have in the depository during the term of the contract, less any applicable Federal Deposit Insurance Corporation insurance. Bidder shall have the right and privilege of substitution of pledged securities, provided substitution is Texas Local Government Code approved and is adequate in amount and quality as required.

Enclosed is a Cashier's Check in the amount of \$26,000.00 payable to Childress County as a good faith guarantee that Bidder will provide the required bond.

Certificate of Deposits will not be issued by Bidder with terms of maturity beyond the expiration of this contract, without the rate of interest being negotiated separate from this Contract between Bidder and County.

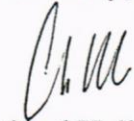
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InterBank appreciates the opportunity to make application for the Childress County funds.

Sincerely,



Chad Holland
Executive Vice President

Enclosures



Kimberly Jones
County Judge

CHILDRESS COUNTY

DEPOSITORY BID INSTRUCTIONS

BID TITLE..... DEPOSITORY BANK
BID DUE DATE MARCH 8, 2024 BY 3:00 P.M.
BID OPENING MARCH 11, 2024 AT 9:00 A.M.
MARK OUTSIDE OF ENVELOPE..... DEPOSITORY BID
CONTACT..... KIMBERLY JONES, COUNTY JUDGE 940-937-2221

Childress County's intent of this Bid Request and resulting contract is to obtain bids for bank depository services.

1. Bids must be received in the office of KIMBERLY JONES, Childress County Judge, located at 100 Avenue E Northwest; Childress, TX 79201 (Courthouse 2nd Floor), no later than 3:00 P.M. on March 8, 2024. Late proposals received after submission deadline shall be returned unopened and will be considered void and unacceptable. Childress County is not responsible for lateness of mail, carrier, etc.
2. Bids shall include all required documents. Each original bid and all required copies shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind the bank in a contract and marked clearly on the outside. Facsimile and or e-mail transmittals shall not be accepted.
3. Bids shall include a certified cashier's check in the amount listed in the Specifications for Bid.

4. Any alteration or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.
5. Bids may be withdrawn at any time prior to the official opening.
6. The Commissioners' Court of Childress County shall at its regular meeting on March 11, 2024, enter into the minutes of the court all applications filed with the County Judge, consider all applications and select the qualified applicant that offers the most favorable terms and conditions for the handling of the County funds. All Bidders, their representatives and interested persons may be present.
7. It is understood that Childress County reserves the right to accept or reject any and/or all bids as it shall deem to be in the best interest of Childress County. Receipt of any bid shall under no circumstances obligate Childress County to accept the lowest bid. The award of the contract shall be made to the responsible bidder whose proposal is determined to be the lowest and best evaluated offer for the County.
8. Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Childress County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. A copy of the law is available at: <http://www.statutes.legis.state.tx.us/Docs/LG/htm>. The forms for reporting are available at: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

By submitting a response to this request, the vendor represents that it is in compliance with the requirements.



Kimberly Jones
County Judge

SPECIFICATIONS FOR BID NO. 2024-001

DEPOSITORY BANKS

It is the intent of Childress County to execute a contract with a bank desiring to be designated as the County Depository Bank. By returning the Bid Worksheet, Bank acknowledges that it understands the Texas Local Government Code, Chapter 116 & Chapter 117, pertaining to the managing and safekeeping of county funds and will comply with those statutes.

Duration: The Bank contract will be effective for a period of two (2) years ending sixty (60) days from the time fixed by law for the next selection of a depository, with an option to renew for an additional 2 year period if it is in the best interest of Childress County. If a timed deposit maturity extends beyond the expiration date of the depository contract, the depository will pledge sufficient securities required by law for public funds to Childress County to provide the maturity of the time deposit.

Evaluation Process: Childress County will award the Bank Depository Contract based on, but not limited to, the following criteria:

1. Bank's past and prospective financial condition.
2. Net rate of return on County funds.
3. Ability to meet service requirements.
4. Cost of services.
5. Cash management products available that will enhance the count's banking procedures.

Investments Made Outside of Depository Bank: Childress County reserves the right to make external investments in accordance with the Laws of the State of Texas and the Investment Policy of Childress County.

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

Good Faith Guarantee: Bank must submit with the Bid worksheet a certified cashier's check in the amount of **\$26,000.00** (one-half percent of the county's revenue for the preceding year) payable to Childress County as a guarantee of good faith. The check will be held by the County until a Depository Bank that is selected files a depository bond or other security that is approved by the Commissioners' Court. If the selected bank does not provide the security, the

* .13% GREATER THAN 13-WEEK TREASURY BILL RATE AS QUOTED BY U.S. DEPARTMENT OF THE TREASURY, TO BE DETERMINED ON THE FIRST DAY OF EACH MONTH.

**WORKSHEET FOR
DEPOSITORY BID**

2024

Interest Bearing Checking Accounts:

Fixed Rate Interest: n/a

Variable Rate Interest: *

Services Provided:

		<u>YES</u>	<u>NO</u>	<u>APPLICABLE FEE</u>
1. Monthly Account Balance Reports		<u> x </u>	<u> </u>	<u> n/a </u>
Comment: _____				
2. Monthly Pledge Reports		<u> x </u>	<u> </u>	<u> n/a </u>
Comment: _____				
3. Wire Transfers	Incoming	<u> x </u>	<u> </u>	<u> n/a </u>
	Outgoing	<u> x </u>	<u> </u>	<u> n/a </u>
	Repetitive	<u> x </u>	<u> </u>	<u> n/a </u>
Comment: _____				
4. ACH Service Transfers	Outgoing Bank	<u> x </u>	<u> </u>	<u> n/a </u>
	Computerized	<u> x </u>	<u> </u>	<u> n/a </u>
Comment: _____				
5. In-House Acct. Transfers		<u> x </u>	<u> </u>	<u> n/a </u>
Comment: _____				

6. Investment Transaction Fees x n/a

Comment: _____

YES **NO** **APPLICABLE FEE**

7. Furnish Deposit Slips/Books x *See Comment

Comment: *At InterBank's cost, not retail, for "Deposit Books".
 All regular in-house deposit slips at no charge.

8. Furnish appropriate checks x *See Comment
For all accounts

Comment: *At InterBank's cost, not retail, for "Computer Checks".
 All regular checks at no charge.

9. Furnish: Cashier's Checks x n/a
 Certified Checks x n/a
 Money Orders x n/a

Comment: _____

10. Furnish: Safe Deposit Boxes x n/a
 Of adequate size and number

Comment: _____

11. Stop payments issued: x n/a

Comment: _____

12. Overdrawn accounts: x n/a

Comment: _____

13. Returned items: x n/a

Comment: _____

	<u>YES</u>	<u>NO</u>	<u>APPLICABLE FEE</u>
14. Provide safekeeping for outside Purchases of securities by Childress County at a third Party Financial Institution, or with the Federal Reserve Bank:	<u>x</u>	<u> </u>	<u>*See Comment</u>

Comment: *The only safekeeping available is through a safety deposit box issued at no charge.

15. Additional Services and charges – Are there any additional charges for the requested collection, disbursement, investment or miscellaneous services not previously covered: If so, please describe and show the fee per unit:

	Yes	No	Amount
<u>Cash & Coin / Change</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Online Banking / Cash Mgmt.</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Remote Deposit Capture</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Merchant Card Servicer</u>	<u>x</u>	<u> </u>	<u>n/a</u>

16. Payment for services: The County elects to pay for services by Direct Fee Payment. The County requests that the bank accept direct payment for services at the unit prices indicated in the previous sections.

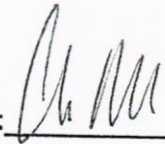
Comments: Accepted

Bank **MUST** complete the below information to validate the bid for Depository Bank:

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

Name and address of Bidder

InterBank
PO Box 780
501 Avenue F NW
Childress TX 79201

Signature: 
Name: Chad Holland
Title: Executive Vice President
Phone: 940-937-6114
806-205-0497 Cell

ALL UNSIGNED BIDS WILL BE DISQUALIFIED

EXHIBIT "A"

ACCOUNT LISTING

<u>CHECKING ACCOUNT TITLE</u>	<u>BALANCE AS OF 1/8/2024</u>
**General Fund	598,155.83
Payroll Clearing Account	50,814.32
**Interest & Sinking Account	145,592.31
**Election Fund Hava	654.05
**American Rescue Plan	941,948.41
**Courthouse Security Account	24,600.18
**County Clerk Account	23,080.09
**District Clerk Account	75,341.45
**Jail Construction Account	5,594.30
**Pre-Trail Diversion Account	60,509.13
**Record Management Account	79,061.36
Sheriff's Bond Account	102,429.82
County Clerk Archive Account	87,453.79
Clerk Court Technology Account	1,348.48
JP Court Technology	17,404.41
DA Open Records	654.10
Tax Assessor- Apportioned Funds	594.40
**Tax Assessor- Highway Dept. Fund	30,877.57

EXHIBIT "A" (cont'd)

**Tax Assessor- Certificate of Title	482.99
**Tax Assessor- Sales Tax	16,276.05
Tax Assessor- General Fund	216.18
**Sheriff's Office- Commissary II	26,416.69
**Sheriff's Office- Sheriff's Seizure Account	697.21
**Sheriff's Office- Commissary I	155,953.58
**Sheriff's Office- Inmate Fund	244.66
County Atty- Pre-Trial Intervention	9,490.31
**County Atty- Hot Check Collection Trust	9,074.89
**County Atty- Check Collecting/ Processing Trust	152.35
Clerk's Office- Eminent Domain	1,111.82 As of 11/30/23
Clerk's Office- Registry of the Court	80,323.69 As of 11/30/2023
**Clerk's Office- Aeryn Oages	10,975.79 As of 11/14/2023
**Clerk's Office- Jayden Willis	10,971.58 As of 11/14/2023
**Clerk's Office- Antonio Jones	26,271.38 As of 11/14/2023
**Clerk's Office- Tripp Tippet	23,728.19 As of 11/14/2023
** Clerk's Office- Colt Whatley	10,171.19 As of 11/14/2023
** Clerk's Office- Alesandra Hernandez	31,712.78 As of 11/14/2023
**Clerk's Office- Michael K Trosper	3,018.62 As of 11/14/2023
**Adult Probation- 100 th Judicial District Probation	205,581.71
**Adult Probation- 100th Judicial District Trust	96,657.21
**Adult Probation- 100 th Judicial District CSR	28,790.16

****Interest Bearing Account**



Quarterly

STATEMENT OF CONDITION

AT THE CLOSE OF BUSINESS • DECEMBER 31, 2023 • UNAUDITED

RESOURCES

Table with 2 columns: Resource Name, Amount. Rows include Cash and Due From Banks, Loans, Reserve for Loan Losses*, Fixed Assets, Other Assets.

TOTAL RESOURCES \$4,550,713,000

LIABILITIES

Table with 2 columns: Liability Name, Amount. Rows include Total Deposits, Other Liabilities, Reserve for Off-Balance Sheet Credits*.

TOTAL LIABILITIES \$4,007,987,000

Table with 2 columns: Capital Fund Name, Amount. Rows include Capital Stock, Capital Surplus, Retained Earnings.

TOTAL CAPITAL FUNDS \$542,726,000

TOTAL LIABILITIES AND CAPITAL \$4,550,713,000

*Split reserve of \$31,033,000 to meet ASU 2016-13 requirements

OKLAHOMA

CLINTON 580.323.5500 • EDMOND 405.782.4390 • EL RENO 405.262.8000 • ELK CITY 580.225.5580
ENID 580.234.4152 • GUTHRIE 405.282.0470 • HENNESSEY 405.853.2530 • HOBART 580.726.5577
KINGFISHER 405.375.5911 • OKLAHOMA CITY - MEMORIAL 405.782.4380 • OKLAHOMA CITY - N. MAY 405.782.4200
OKLAHOMA CITY - S. PENN 405.782.4350 • SAYRE 580.928.5511 • YUKON 405.354.2265

TEXAS

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CHILDRESS COUNTY

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Comment: _____

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15. Additional Services and charges – Are there any additional charges for the requested collection, disbursement, investment or miscellaneous services not previously covered: If so, please describe and show the fee per unit:

	Yes	No	Amount
<u>Cash & Coin / Change</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Online Banking / Cash Mgmt.</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Remote Deposit Capture</u>	<u>x</u>	<u> </u>	<u>n/a</u>
<u>Merchant Card Servicer</u>	<u>x</u>	<u> </u>	<u>n/a</u>

16. Payment for services: The County elects to pay for services by Direct Fee Payment. The County requests that the bank accept direct payment for services at the unit prices indicated in the previous sections.

Comments: Accepted

Bank **MUST** complete the below information to validate the bid for Depository Bank:

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

Name and address of Bidder

InterBank
PO Box 780
501 Avenue F NW
Childress TX 79201

Signature: 
Name: Chad Holland
Title: Executive Vice President
Phone: 940-937-6114
806-205-0497 Cell

ALL UNSIGNED BIDS WILL BE DISQUALIFIED

EXHIBIT "A"

ACCOUNT LISTING

<u>CHECKING ACCOUNT TITLE</u>	<u>BALANCE AS OF 1/8/2024</u>
**General Fund	598,155.83
Payroll Clearing Account	50,814.32
**Interest & Sinking Account	145,592.31
**Election Fund Hava	654.05
**American Rescue Plan	941,948.41
**Courthouse Security Account	24,600.18
**County Clerk Account	23,080.09
**District Clerk Account	75,341.45
**Jail Construction Account	5,594.30
**Pre-Trail Diversion Account	60,509.13
**Record Management Account	79,061.36
Sheriff's Bond Account	102,429.82
County Clerk Archive Account	87,453.79
Clerk Court Technology Account	1,348.48
JP Court Technology	17,404.41
DA Open Records	654.10
Tax Assessor- Apportioned Funds	594.40
**Tax Assessor- Highway Dept. Fund	30,877.57

EXHIBIT "A" (cont'd)

**Tax Assessor- Certificate of Title	482.99
**Tax Assessor- Sales Tax	16,276.05
Tax Assessor- General Fund	216.18
**Sheriff's Office- Commissary II	26,416.69
**Sheriff's Office- Sheriff's Seizure Account	697.21
**Sheriff's Office- Commissary I	155,953.58
**Sheriff's Office- Inmate Fund	244.66
County Atty- Pre-Trial Intervention	9,490.31
**County Atty- Hot Check Collection Trust	9,074.89
**County Atty- Check Collecting/ Processing Trust	152.35
Clerk's Office- Eminent Domain	1,111.82 As of 11/30/23
Clerk's Office- Registry of the Court	80,323.69 As of 11/30/2023
**Clerk's Office- Aeryn Oages	10,975.79 As of 11/14/2023
**Clerk's Office- Jayden Willis	10,971.58 As of 11/14/2023
**Clerk's Office- Antonio Jones	26,271.38 As of 11/14/2023
**Clerk's Office- Tripp Tippet	23,728.19 As of 11/14/2023
** Clerk's Office- Colt Whatley	10,171.19 As of 11/14/2023
** Clerk's Office- Alesandra Hernandez	31,712.78 As of 11/14/2023
**Clerk's Office- Michael K Troser	3,018.62 As of 11/14/2023
** Adult Probation- 100 th Judicial District Probation	205,581.71
** Adult Probation- 100 th Judicial District Trust	96,657.21
** Adult Probation- 100 th Judicial District CSR	28,790.16

****Interest Bearing Account**



Quarterly

STATEMENT OF CONDITION

AT THE CLOSE OF BUSINESS • DECEMBER 31, 2023 • UNAUDITED

RESOURCES

Table with 2 columns: Resource Name, Amount. Rows include Cash and Due From Banks, Loans, Reserve for Loan Losses*, Fixed Assets, Other Assets.

TOTAL RESOURCES \$4,550,713,000

LIABILITIES

Table with 2 columns: Liability Name, Amount. Rows include Total Deposits, Other Liabilities, Reserve for Off-Balance Sheet Credits*.

TOTAL LIABILITIES \$4,007,987,000

Table with 2 columns: Capital Name, Amount. Rows include Capital Stock, Capital Surplus, Retained Earnings.

TOTAL CAPITAL FUNDS \$542,726,000

TOTAL LIABILITIES AND CAPITAL \$4,550,713,000

*Split reserve of \$31,033,000 to meet ASU 2016-13 requirements

OKLAHOMA

CLINTON 580.323.5500 • EDMOND 405.782.4390 • EL RENO 405.262.8000 • ELK CITY 580.225.5580
ENID 580.234.4152 • GUTHRIE 405.282.0470 • HENNESSEY 405.853.2530 • HOBART 580.726.5577
KINGFISHER 405.375.5911 • OKLAHOMA CITY - MEMORIAL 405.782.4383 • OKLAHOMA CITY - N. MAY 405.782.4200
OKALHOMA CITY - S. PENN 405.782.4350 • SAYRE 580.928.5511 • YUKON 405.354.2265

TEXAS

ALEDO 817.441.1717 • BLUFF DALE 254.728.3400 • BRECKENRIDGE 254.559.3333 • BORGER 806.273.2865
CANADIAN 806.323.6435 • CHILDRESS 940.937.6114 • COLEMAN 325.625.2115 • DALLAS - MOCKINGBIRD 214.370.4500
FOLLETT 806.653.2611 • FT WORTH -CAMP BOWIE 817.570.6000 • FT WORTH - RIDGLEA LPO 817.570.4320
FRIONA 806.250.5000 • GLEN ROSE 254.897.2262 • GRAHAM 940.549.3434 • GRANBURY 817.573.1700
GRAPEVINE 817.421.1212 • MIDLOTHIAN 972.775.2207 • OLNEY 940.564.5516 • RED OAK 972.223.0755
SEYMOUR 940.889.3161 • STEPHENVILLE 254.968.4125 • STINNETT 806.878.2488 • THROCKMORTON 940.849.2561
VEGA 806.267.2105 • WAXAHACHIE 972.935.5200

**RESOLUTION OF
THE BOARD OF DIRECTORS OF
 *InterBank***

WHEREAS, the following resolution is in the best interests of InterBank, Oklahoma City, Oklahoma;

IT IS THEREFORE RESOLVED, that the Directors do hereby authorize Chad Holland to transact all business on behalf of InterBank related to a depository bid for Childress County, Texas and, specifically, Mr. Holland is authorized to execute the official Depository Bid for Childress County, Texas.

IN WITNESS WHEREOF, I have set my hand this 21st day of February, 2018.



Pascal Hosch
Director/President



ARPA Funds

Childress County Wireless

Quote #001100 v1

Prepared For:
Childress County
Kim Jones
100 Ave E NW Ste 10
Childress, TX 79201

P: (940) 937-2221
E: kimberly.jones@childress.tx.us

Prepared by:
WF- 9th Street
Liz O'Neal
915 9th Street
Suite 100
Wichita Falls, Texas 76301

P: 940-886-2217
E: lizo@syntrio.net

Date Issued:
03.08.2024
Expires:
03.29.2024

SOW

Syntrio Solutions, LLC ("Syntrio")

Statement of Work

CK# \$22,448 -

This Statement of Work, including all schedules hereto ("**Statement of Work**" or "**SOW**"), is entered into by Syntrio Solutions, LLC ("**Syntrio**") and Childress County ("**Client**") pursuant to the MSA, and will be governed by, the terms and conditions of the Master Services Agreement between Syntrio and Client having as its effective date 11/07/2023 (the "**Agreement**") which is incorporated by reference within this SOW. Syntrio and Client are each referred to individually herein as a "**Party**" and, collectively, as the "**Parties**".

This Statement of Work sets forth the agreement of the Parties regarding the Deliverables that Syntrio will supply, perform, and deliver to and for Client in accordance herewith and the Agreement.

SOW Effective Date:	The effective date of this Statement of Work is 3/8/2024
SOW Term:	N/A

Deliverables:

Syntrio will provide the Deliverables to Client under this SOW set forth below and within the proposal.

- Courthouse:
 - Installation and configuration of Ubiquiti Unifi U7-Pro access points at the following locations at the courthouse:
 - County Extension Office -1
 - County Extension Ag Agent Office - 1
 - Justice of the Peace (JP) Office -1
 - Old JP Office -1
 - County Attorney's Office - 2
 - Old Emergency Management Coordinator's (EMC) Office -1
 - Tax Assessor's Office -1
 - County Judge's Office -1
 - Treasurer's Office -1
 - Library next to Treasurer - 1
 - County Clerk's Office - 2



SOW

- Commissioner's Courtroom - 1
- EMC Office (Vault) - 1
- Cattle Raiser's Office -1
- District Judge, Courtroom, and District Attorney - 1

- Installation and configuration of one Aruba Instant On 1930 24G managed switch in Clerk's office
- Installation and configuration of 12 Aruba Instant On 1930 8G switches in County Courthouse.
- Installation and configuration of one Ubiquiti Gen 2 Plus Cloud Key in the MDF (third floor).
- Installation of 11 CAT6 network drops in the following locations:
 - Two drops in the Cattle Raiser's Office; one for wireless access point the other for Phone/PC.
 - One drop in the Extension Ag Agent Office for Aruba Instant-On 1930 8G managed switch.
 - One drop from Aruba Instant-On 1930 8G managed switch installed in County Attorney's to corridor between office and storage area for wireless access point.
 - One drop from Aruba Instant-On 1930 8G managed switch installed in Tax Office to wireless access point.
 - One drop from Aruba Instant-On 1930 8G managed switch to wireless access point covering the area for both the judge and her administrative assistant.
 - One drop for Aruba Instant-On 1930 8G managed switch to wireless access point in filing area between the offices.
 - One drop for Aruba Instant-On 1930 8G managed switch in library next to Treasurer's Office.
 - One drop from Aruba Instant-On 1930 24G managed switch to second wireless access point.
 - One drop in Commissioner's Courtroom to wireless access point.
 - One drop from Aruba Instant-On 1930 8G managed switch to wireless access point in EMC Office (Vault third floor).

- Installation of 16 AP Pro Arm Mounts for mounting all wireless access points other than the one that services the District Judge, Courtroom, and District Attorney.

- Sheriff's Office:
 - Installation and configuration of Ubiquiti Unifi U7-Pro access points at the following locations at the Sheriff's Office:
 - Sheriff's Office -1
 - Constable's Office -1
 - Watch Area -1
 - Conference Room -1
 - Booking -1

 - Installation of one Tripp Lite 6U Wall Mount Rack Enclosure Server Cabinet in Conference Room.
 - Installation and configuration of one ICC Cat6 24-Port Network Patch Panel.
 - Installation and configuration of one Aruba Instant On 1930 managed switch.
 - Installation of one SmartRack IU Cantilever Fixed Shelf.
 - Installation of one APC Smart-UPS Line Interactive Lithium-ion 500VA IU Rackmount UPS.
 - Installation and configuration of one Ubiquiti Gen 2 Plus Cloud Key.
 - Installation of six CAT6 network drops installed in the following locations:
 - One drop from the MDF to the new IDF.
 - One drop to each of the five new access points.

Backout Plan:

- N/A

Pre-Testing Plan:



SOW

- N/A

Location:

- Unless indicated otherwise below, the Deliverables will be provided by Syntrio from its facilities and onsite at Client location(s), where required.

Fees:

- Fees are defined on the referenced proposal.

Special Terms and Conditions:

- Any supplemental labor performed will be billed at the corresponding hourly rate.

Products

Description	Price	Qty	Ext. Price
Please view attachment for Statement of Work.			
Sheriff's Office			
U7-PRO-US Ubiquiti U7 Pro Tri Band IEEE 802.11 a/b/g/n/ac/ax/be 9.12 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz, 6 GHz - MIMO Technology - 1 x Network (RJ-45) - 2.5 Gigabit Ethernet - 21 W - Wall Mountable, Ceiling Mountable	\$256.00	5	\$1,280.00
UCK-G2-PLUS Ubiquiti UNIFI Cloud Key Gen2 Plus Packet Capture/Analysis Device	\$263.00	1	\$263.00
IDF Rack for Sheriff's Office			
JL684B#ABA Aruba Instant On 1930 24G Class4 PoE 4SFP/SFP+ 370W Switch - 24 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base-T, 10GBase-X - 4 Layer Supported - Modular - 490 W Power Consumption - 370 W PoE Budget - Optical Fiber, Twisted P	\$805.00	1	\$805.00
ICMPP02460 ICC Cat6 24-Port Network Patch Panel - 24 x RJ-45, 110 - 24 Port(s) - 24 x RJ-45 - 24 x RJ-11 - 1U High - 19" Wide - Rack-mountable	\$143.00	1	\$143.00
SCL500RM1UC APC by Schneider Electric Smart-UPS 500VA Rack/Floor Mountable UPS - 1U Rack-mountable - AVR - 3 Hour Recharge - 2.70 Minute Stand-by - 120 V Input - 120 V AC Output - Sine Wave - Serial Port - 4 x NEMA 5-15R - 4 x Battery/Surge Outlet	\$556.00	1	\$556.00
SRW6U Tripp Lite 6U Wall Mount Rack Enclosure Server Cabinet w/ Door & Side Panels - 19" 6U Wall Mounted	\$241.00	1	\$241.00
SRSHELF2P1U Tripp Lite Cantilever Fixed Rack Shelf	\$66.00	1	\$66.00
Network Cable Drop Syntrio Installation of CAT 5/6 Network Cable	\$190.00	6	\$1,140.00
Courthouse			
U7-PRO-US Ubiquiti U7 Pro Tri Band IEEE 802.11 a/b/g/n/ac/ax/be 9.12 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz, 6 GHz - MIMO Technology - 1 x Network (RJ-45) - 2.5 Gigabit Ethernet - 21 W - Wall Mountable, Ceiling Mountable	\$256.00	17	\$4,352.00



Products

Description	Price	Qty	Ext. Price
UCK-G2-PLUS Ubiquiti UniFi Cloud Key Gen2 Plus Packet Capture/Analysis Device	\$263.00	1	\$263.00
UACC-Pro-AP-AM Ubiquiti Wall Mount for Wireless Access Point	\$0.00	16	\$0.00
JL684B#ABA Aruba Instant On 1930 24G Class4 PoE 4SFP/SFP+ 370W Switch - 24 Ports - Manageable - Gigabit Ethernet, 10 Gigabit Ethernet - 10/100/1000Base-T, 10GBase-X - 4 Layer Supported - Modular - 490 W Power Consumption - 370 W PoE Budget - Optical Fiber, Twisted P	\$605.00	1	\$605.00
JL681A#ABA Aruba Instant On 1930 8G Class4 PoE 2SFP 124W Switch - 10 Ports - Manageable - 3 Layer Supported - Modular - 2 SFP Slots - 150 W Power Consumption - 124 W PoE Budget - Optical Fiber, Twisted Pair - PoE Ports - Desktop, Rack-mountable - Lifetime Limited Wa	\$317.00	12	\$3,804.00
Network Cable Drop Syntrio Installation of CAT 5/6 Network Cable	\$190.00	11	\$2,090.00
Miscellaneous Hardware			
Miscellaneous Hardware Miscellaneous Hardware for Wireless and Managed Switch Installation	\$500.00	1	\$500.00
Install Installation & Configuration	\$6,540.00	1	\$6,540.00
Subtotal:			\$22,448.00

Quote Summary	Amount
Products	\$22,448.00
Total:	\$22,448.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Acceptance

WF- 9th Street

Childress County

Liz O'Neal

 Signature / Name
 03/08/2024

 Date

Kim Jones

 Signature / Name

 Date

 Initials



Plan Code: 18319

**AirMedCare Network Group Full Census Membership
For Childress County**

Organization: Childress County
Physical Address: 100 Ave E NW
Childress TX 79201
Mailing Address: Same
Contact: Lacie Jones
Phone: 9409372221
Email: lacie.jones@childresstx.us
County: Childress

Membership Sales Manager/Base: Nicole Brooke / LIFESTAR II

Participants:

- The Organization is paying AirMedCare Network the fees shown below so the individuals (Participants) listed on the attached Participant List can be members of AirMedCare Network, an alliance of affiliated air ambulance providers *(each a "Company") as provided in this Agreement.
 - A Participant must be actively affiliated with the Organization (as a member, director, officer, employee or similar relationship) as indicated on the Participant List when the fee for such Participant is paid.
- For annual payment plans, the Organization may later add a Participant by providing AirMedCare Network with an updated census list.

Fees and Payment:

No. of Participants in Initial Group	Annual Rate	Total
65	Census Slots	\$ 75.00 \$ -
	Total	\$ -

- The initial number of Census Slots is based on the actual number of current active employees as of the commencement date of the Membership Plan.
- On each anniversary the Membership Plan commencement date, the Parties shall conduct an employee census to determine the then current number of active employees.
 - If the census shows an increase in the number of active employees, then the Census Slots (for purposes of calculating the fees) will be equal to the then current number of active employees plus 50% of the employee total growth from the previous year. For example, if the employee count for the prior year was 100, and the number of employees increases by 10, then the Census Slots would equal 115 ($100 + 10 + 10 * .50 = 115$).
 - If the census shows a decrease in the number of active employees, then the Census Slots (for purposes of calculating the fees) will be the then current active employee count.

General Provisions:

- Participant memberships will be effective upon AirMedCare Network' receipt of (a) this Agreement signed by the Organization, (b) payment as provided above and (c) monthly employee census list completed by the Participants/Company. Memberships will automatically expire for an employee at the time they are no longer employed with the company. No refunds.
- AirMedCare Network agrees that Participant Lists (a) will be used by AirMedCare Network only for the purpose of delivering AirMedCare Network services, (b) will be treated like any other AirMedCare Network confidential information and (c) will not be used, sold or shared with any third party inconsistent with this provision.
- This membership plan will be effective for 12 months, effective as of May 18 2024, and will be evaluated by both parties annually at least 30 days prior to anniversary date, if (a) no termination notice has been sent by either party and (b) payment for the renewal period is received by AirMedCare Network before expiration of the grace period. Either party may terminate this Agreement at any time and for any reason with 30 days prior written notice to the other party, but termination will not affect issued memberships.



Initial [Signature]



- 4. The Organization shall not decrease the historical air ambulance coverage benefit or reimbursement amount applicable to the Participants. Any such action will be a material breach of this Agreement and AirMedCare Network may immediately terminate this Agreement and pursue any other remedies available at law or in equity.
- 5. The Organization acknowledges and understands that each Participant will be subject to the Terms and Conditions attached hereto as **Exhibit A**. However, the Organization and AirMedCare Network hereby acknowledge and agree that the terms and conditions set forth in Exhibit A shall not govern or control the relationship or interpretation of this Agreement between the Organization and AirMedCare Network.

Agreed to by:

<p><i>Amberly R. Jones</i> _____ Signature</p> <p><i>Amberly R. Jones</i> _____ Printed Name</p> <p><i>Chadress Craytz Judge</i> _____ Title</p> <p><i>Chadress Craytz</i> _____ Organization Name</p> <p><i>March 11, 2024</i> _____ Date</p>	<p>_____ Signature</p> <p>Matt Muse _____ Printed Name</p> <p>Vice President of GMR Membership _____ Title</p> <p>Membership _____ Division</p> <p>_____ Date</p>
--	--

**Exhibit A
 Terms and Conditions**



Initial *[Signature]*



AirMedCare Network ("AMCN") is an alliance of affiliated emergency air ambulance providers* (each a Provider). Your AMCN membership automatically enrolls you as a member in each Provider's membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider's air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider's control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. "Insurance" or "benefits" means any and all types of insurance or benefits without any limitation. By way of example only, such "insurance" or "benefits" include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms "insurance" or "benefits" include any insurance or benefits that are owned by a member (or that are written or held in a member's name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else's name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. "Third-party responsibility" means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider's services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider's services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member's injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.



Initial

5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. ARBITRATION AGREEMENT. Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association ("**Rules**"), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY'S CLAIM. The arbitrator is not authorized to award attorney's fees and costs or equitable relief.** In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these





terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.

11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.



Handwritten initials in blue ink, appearing to be "JG", written over a rectangular box.

**Interlocal Cooperation Contract
Failure to Appear Program**

State of Texas
County of Childress

I. PARTIES AND AUTHORITY

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the Commissioner Court of the [City or County] of Childress (Court), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

II. BACKGROUND

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license.

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated Failure to Appear (FTA) system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry generated from an FTA Report.

An FTA Report is a notice sent by Court requesting a person be denied renewal of a driver's license in accordance with this Contract. The Court may submit an FTA Report to DPS's Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear.

III. PURPOSE

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

IV. PERIOD OF PERFORMANCE

This Contract will be effective on the date of execution and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

V. COURT RESPONSIBILITIES

A. FTA Report

For a matter involving any offense which a Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4, where a person fails to appear for a complaint or citation or fails to pay or

satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court, the Court will supply DPS, through its Vendor, an FTA report including the information that is necessary to deny renewal of the driver license of that person. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

B. Clearance Reports

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee from the person who failed to appear, pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court. If the person is acquitted of the underlying offense for which the original FTA Report was filed or found indigent by the court, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;
4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to satisfy the fine and cost within the Court's discretion.

After termination of the Contract, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

C. Quarterly Reports and Audits

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract, or until DPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer.

D. Accounting Procedures

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

E. Non-Waiver of Fees

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006(a) or §706.006(d) are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

F. Litigation Notice

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

VI. DPS's RESPONSIBILITIES

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

VII. PAYMENTS TO VENDOR

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006(a) or §706.006(d), no payment will be made to the Vendor.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees that should have been submitted by a Court.

VIII. GENERAL TERMS AND CONDITIONS

- A. **Compliance with Law.** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. **Notice.** The respective party will send the other party notice as noted in this section. Either party may change its information by giving the other party written notice and the effective date of the change.

Court	Department of Public Safety
Attn.: <i>Melissa Harper JP</i>	Enforcement & Compliance Service
Address: <i>Courthouse Box 16</i>	5805 North Lamar Blvd., Bldg A
Address: <i>100 Ave E NW Chickress TX 75201</i>	Austin, Texas 78752-0001
Fax:	(512) 424-5311 [fax]
Email: <i>jp@chickress-fl.us</i>	Driver.Improvement@dps.texas.gov
Phone: <i>(940) 937-6145</i>	(512) 424-7172

- C. **Termination.**
 Either party may terminate this Contract with 30 days' written notice.
 DPS may also terminate this Contract for cause if Court doesn't comply with Section V.C., *Quarterly Reports and Audits* and V.E., *Non- Waiver of Fees*.

If either Party is subject to a lack of appropriations that are necessary for that Party's performance of its obligations under this Contract, the Contract is subject to immediate cancellation or termination, without penalty to either Party.

- D. **Amendments.**

This contract may only be amended by mutual written agreement of the Parties.

- E. **Miscellaneous.**

1. The parties shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to resolve any disputes under this Contract; provided

however nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.

- 2. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party or the State of Texas.
- 3. Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Court*

Kempner County

Authorized Signatory

Christina Crutts Jones

Title

March 11, 2024

Date

Department of Public Safety

DocuSigned by:

Rebekah Hibbs

Driver License Division Chief or Designee

DocuSigned by:

RH

3/15/2024

Date

*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.