

**Marshall County Fiscal Court
1101 Main Street
Benton, Kentucky 42025**

- - - Invitation to Quote - - -

Date quote information released: May 1, 2018

Closing time of quotes: June 5, 2018 9:30 a.m.

General Conditions and Specifications

1. **CONTACTS**—Information pertaining to any item or condition in this invitation may be obtained by communicating with Kevin Neal , Judge/Executive, or Emily Martin, Treasurer, at the address shown above or by telephone at (270) 527-4725.
2. **DURATION OF AGREEMENT**—The intent of this invitation is to receive quotes from any local financial institution (“bank”) to serve as a depository for the Marshall Fiscal Court (“Court”). The duration of the agreement shall be from **July 1, 2018 to June 30, 2022**. The Court will officially appoint one (1) primary depository. Secondary depositories may be used for the purpose of soliciting quotes on investment instruments and loans.
3. **ACCEPTABLE BANKS**—The Court hereby limits the banks that are acceptable for submitting a quote for “primary depository” to commercial banks or savings and loan associations that have an office in Marshall County, Kentucky.
4. **QUOTE FORM**—Any bank that submits a quote shall submit the attached “Official Quote Form”. No quote will be considered unless the Official Quote Form has been completed, signed, and submitted.
5. **QUOTE SUBMITTAL**—The original completed copy of this quote is to be **submitted in a specially marked envelope labeled “SEALED BANK BID – DO NOT OPEN”**. The quote must be received no later than the closing time indicated above.
6. **QUOTE OPENING**—A representative of the bank may be present at the opening of quotes on the date, time, and location stated above, although this is not required. The Court reserves the right to negotiate any or all of the terms of submitted quotes from banks.
7. **SIGNATURE**—An officer or member of the quoting bank, authorized to legally bind the bank, must sign the Official Quote Form.
8. **QUOTE ISSUES**—The Court reserves the right to waive defects and informalities in quotes, to reject any or all quotes, or to accept any quote as may be deemed to be in its best interest.
9. **INVESTMENTS**—The Court reserves the right to negotiate the terms of investments, and is not limited to investing with the primary depository.
10. **INVESTMENT OPTIONS**—The Court reserves the right to use any or all investment vehicles offered by the bank that the Court, in its discretion, deems to be the most advantageous to the Court. The primary depository agrees to negotiate with the Court to permit the Court to take advantage of any new type of service or new investment procedure that may become available and permissible for use by the Court during the term of this agreement.
11. **BORROWING**—The primary depository *may* extend credit *upon credit approval* as needed on legally drawn notes of the Court. The Court reserves the right to negotiate the terms for such borrowings, and is not limited to borrowing funds from the primary depository.

- 12. STATEMENTS**—Monthly statements of all accounts, along with cancelled checks (sorted numerically), are to be furnished to the Court by the primary depository within three (3) banking days following the close of each month. Monthly statements must show the number of deposits/withdrawals and the monthly/year-to-date interest earned. Accuracy of the information contained on the bank statement is very important. Each month, the primary depository shall provide the Court with a listing of checks cleared.

CFSB will provide statements within 3 business days of the close of the month. Statements may be viewed electronically within our online banking program. Statements include listing and images of checks cleared and posted in date order.

- 13. ELECTRONIC BANKING**—The primary depository shall offer the Court electronic banking privileges that shall, at a minimum, permit the Court to inquire about past transactions and transfer funds from one Court account to another. If the Court maintains security over its password to the online banking system, the primary depository agrees to hold harmless the Court from losses due to a security breach of the bank's online banking system.

CFSB will provide access to our online banking program, which provides the Court with ability to view activity, research items and transfer between accounts. CFSB has a multiple layers of security within the online banking module to assist in mitigating risks associated protecting client information, and the Court will be held harmless if CFSB's online banking system suffers a data breach as a result of actions taken that violated the integrity of our systems, but if the breach occurs as a result of actions taken by an invasion of the Court's computer system or actions of a staff member, CFSB will not be responsible for any losses suffered.

- 14. CHECKS/SUPPLIES**—The primary depository is responsible for providing, at no charge to the Court, all reasonable items needed to transact banking business. These items include, but are not limited to, checks, deposit tickets, boxes for rolled coins, safe deposit box, locking bank bags, etc. **Checks:** The Court shall have exclusive control over the vendor selected to provide checks, provided the requirements of the Federal Reserve System are met. The Court may utilize any and all security features available for its check stock. The primary depository agrees to reimburse the Court for the cost of having its checks printed. With the approval of the Court, the primary depository may furnish these checks, rather than reimburse the Court for cost incurred. The Courts' method of issuing checks to employees and to vendors is subject to change.

CFSB agrees to provide the court with the checks and supplies needed to transact business at no charge. CFSB can provide multiple options for the selection of checks and deposit tickets. If the Court chooses to select a different vendor, we will reimburse the court the cost of those items ordered.

- 15. TRANSMITTALS**—The primary depository shall be capable of accepting an electronic data transmission of direct deposit credits, and shall be able to transmit to the Federal Reserve, credit unions, other banking institutions, etc. The primary depository shall provide the Court with software needed to accomplish the electronic data transmission. This software shall be compatible with the Court's software and shall permit verification of accuracy of account information.

CFSB agrees to provide the Court with an additional module to our online banking to allow the transmissions of electronic data.

- 16. COLLECTION OF RETURNED CHECKS**—The primary depository shall provide assistance to the Court in collecting bad checks by processing the checks a second time after an appropriate waiting period.

CFSB will process the returns a second time and send notices to the Court on the returned check with no additional costs. CFSB can provide a check collections service (CheckMarc) if the court is interested in someone processing the returns and handling the collection calls and process for them.

- 17. DIRECT DEPOSIT**—Direct deposit is offered by the Marshall County Fiscal Court. The primary depository shall provide the service free of charge to the court.

CFSB will provide the necessary program to be able to process direct deposit files for the Court. This program is part of our online cash management module within our electronic banking program. Hands on

training for Court staff will be provided and assistance on sending payroll files.

- 18. AUDIT ASSISTANCE**—The primary depository shall provide assistance and cooperation with the Court’s audit firm.
- 19. SERVICE CHARGES**—This depository agreement shall not include any charges for servicing any and all accounts of the Court or charges for any other banking service such as stop payments, cashier’s checks, overdraft charges, interim bank statements, checks returned for insufficient funds, electronic transfers, wire transfers, courier service, etc.

CFSB understands that there will be no charges for any services associated with the Court’s financial relationship.

- 20. CONTACT PERSON**—The primary depository shall appoint one employee of the bank to be responsible to the Court’s Treasurer for compliance with the terms of the adopted quote and to make sure all transactions of the Court are handled promptly and efficiently.

CFSB will appoint one team member as the Primary Contact for compliance of the agreement, but will also have a team of individuals who will be points of contact for any issues, questions, training and assistance that the court will need.

CFSB Team Members and Contact Numbers

Jennifer K Apple, EVP- Chief Client Officer	<u>270-527-6010 jenniferk@cfsvcs.com</u>
Dallas Jo Young, Business Dev Team Leader	<u>270-527-4675 dallasy@cfsvcs.com</u>
Brandi Edwards, Business Dev Admin	<u>270-527-4678 brandie@cfsvcs.com</u>
Andrew Baker, Marshall Co RB Team Leader	<u>270-527-6093 andrewb@cfsvcs.com</u>
Jason Jones, Marshall Co Market President	<u>270-527-6024 jasonj@cfsvcs.com</u>
Alyssa Reed, Pledging	<u>270-527-6048 alyssar@cfsvcs.com</u>
Nancy Adams, Deposit Services Team Leader	<u>270-527-4643 nancya@cfsvcs.com</u>
Brooke Foley, Treasury Support	<u>270-527-4651 brookef@cfsvcs.com</u>

- 21. TRANSITION**—In the event the bank is not designated by the Court as its primary depository in the future, the bank shall continue to pay interest at the rate established by this quote document on any funds remaining in any accounts at that financial institution until all outstanding checks have cleared the bank. In addition, the primary depository agrees to assist the Court in its transition to a new depository, should the need arise.
- 22. TAXES NOT APPLICABLE**—Federal excise taxes or Kentucky sales and use taxes are not applicable to any purchase made for use of the Court. Quotes should not include any such taxes. Purchase exemption certificates will be furnished as required.
- 23. COLLATERAL**—Before any bank shall be named as a depository to receive public funds, it shall either pledge or provide to the Treasurer, as collateral, securities or other obligations having an aggregate current face value or current quoted market value at least equal to the deposits or provide to the Treasurer a surety bond or surety bonds in favor of the Fiscal Court in an amount at least equal to the deposits, provided, however, that amounts insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation need not be so collateralized.

CFSB will pledge securities or other obligations to cover the balances held on deposit by the Court of equal to or greater than the market value of the deposit relationship. These instruments of security may consist of government securities, bonds, line of credit or funds deposited in Insured Cash Sweep.

**MARSHALL COUNTY FISCAL COURT
1101 MAIN STREET
Benton, Kentucky 42025**

**OFFICIAL QUOTE FORM
FOR
DEPOSITORY FOR FISCAL COURT ACCOUNTS**

***THE MARSHALL COUNTY FISCAL COURT RESERVES THE RIGHT TO NEGOTIATE
ANY OR ALL OF THE TERMS OF SUBMITTED QUOTES FROM BANKS.***

Interest Rate

In accordance with the terms of the General Conditions and Specifications, all accounts of the Marshall County Fiscal Court shall be serviced without charge. The bank agrees that no minimum balance shall be required at any time and the bank shall factor any and all expenses of servicing the Court's accounts into the interest rate shown below. Interest shall be paid on all deposits maintained by the Marshall County Fiscal Court, starting on the date of deposit. Interest shall be calculated compared to the Federal Funds daily rate. The rate + or - the basis points stated below will be paid on the daily balance and a floor rate is required. Interest shall compound daily.

Plus (+) **.03** _____ basis points

Minus (-) _____ basis points

Floor (%) 1.00 below which interest rate will not fall.

*Current rate would be 1.78 % APY as of 05/30/18.

Note: Please submit proposal using the enclosed envelope which is marked "Do Not Open - Bank Quote Enclosed --

Length of Agreement

The quotations and undertakings offered herein will be valid from July 1, 2018 to June 30, 2022.

Additional Banking Services *(use this section and additional pages, if needed, to describe other banking services):*

Merchant Card Services (Standard rates and fee would apply)

Cash Back Credit Card Services for Fiscal Court

Remote Capture Deposit

Courier Services for deposit pickup

6 ATM Locations in Marshall County

4 LTM Locations in Marshall County

Night Deposit Service

24 Hour Datalink Phone Service

Extended Banking Hours with Live Teller Machines

CFSB@ Work program for all Marshall Co Fiscal Court Employees– Flyer included

Designated Employee

Jennifer K Apple, Chief Client Officer _____ shall be the bank's employee who will be responsible for compliance with the terms of this depository agreement.

Type of Financial Institution

We have read and understand the General Conditions and Specifications and the Official Quote Form for Fiscal Court accounts and agree to comply with all said stipulations should we be selected as the Court's depository. Our institution is a: *(place an "X" beside the following description that applies)*

X **Commercial Bank** and is a member of the Federal Deposit Insurance Corporation and, as such, we propose to accept and hold in SECURED CUSTODY funds belonging to the Marshall County Fiscal Court, and to pay out any funds on order of the Court as provided by law. We hereby offer our quote to the Marshall County Fiscal Court under terms and conditions as above specified.

_____ **Savings and Loan Association** and is insured up to \$100,000 by the Federal Government (GAF) and as such we propose to accept and hold in SECURED CUSTODY funds belonging to the Marshall County Fiscal Court, and to pay out any funds on order of the Court as provided by law. We hereby offer our quote to the Marshall County Fiscal Court under terms and conditions as above specified.

Bank Name: Community Financial Services Bank

Date: 06/01/2018

Signature: Jennifer K Apple, EVP **Title: EVP, Chief Client Officer**

Name: Jennifer K Apple _____ **Phone: 270-527-6010**

Address: 221 West 5th Street Benton, KY 42025