



## **2019 DEPOSITORY BANK SELECTION TIMETABLE**

Wednesday, February 27, 2019	Depository Bids advertised; Posted on Courthouse door
Wednesday, March 6, 2019	Depository Bids advertised
Wednesday, March 13, 2019	Depository Bids advertised
Thursday, March 21, 2019	Auditor's office receives Bid Proposals 2:00 p.m.
Tuesday, March 26, 2019	Selection of County Depository 9:00 a.m.
Wednesday, April 10, 2019	Qualification of County Depository
Tuesday, April 23, 2019	Approval of Bank Security by Commissioners' Court



## INSTRUCTIONS TO BIDDERS

BID OPENING DATE	Thursday, March 21, 2019
BID OPENING TIME	2:00 p.m.
MARK ENVELOPE	DEPOSITORY BANK PROPOSAL
CONTACT PERSON	Mary Horton
	Jackson County Treasurer
	Telephone number (361)
	782-3402 E-mail:
	<a href="mailto:treasurer@co.jackson.tx.us">treasurer@co.jackson.tx.us</a>

Bidders shall respond only to the Specifications and Bid Sheet and complete the copy only as provided. The Specifications and Bid Sheet is to be used by the prospective bidder to submit its Depository Bank Proposal to Jackson County. The Application, Specifications and Bid Sheet, Anti-Collusion Agreement, Validation form, Agreement to Provide Banking Services, Conflict of Interest Questionnaire, Affirmation form, and certified check must be received before 2:00 p.m., Thursday, March 21, 2019, by the office of County Auditor Michelle Darilek, 411 N. Wells Street Room 201, Edna, Texas 77957. Public opening of the bids will be held in the County Auditor's office, Jackson County Services Building, at that time.

The Commissioners' Court of Jackson County reserves the right to reject in part or in whole any or all bids, waive minor technicalities, and award the bid which best serves the interest of Jackson County. Late bids will be returned to the Bidder unopened. **Jackson County will not be responsible for unmarked, or improperly marked bids, or for bids delivered to the wrong location.**

Jackson County is exempt from Federal excise and sales tax; therefore, tax must not be included in this bid.

**BID DOCUMENTS: All bids must be in sealed envelopes clearly marked with "DEPOSITORY BANK PROPOSAL". Completed Bids must contain one (1) original and eight (8) copies. The Original Bid must be clearly marked "ORIGINAL" and contain all original signatures.**

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Bidder to guarantee authenticity. All bids become the property of Jackson County and will not be returned to the bidder.

Bids must be submitted on the attached Bid Worksheet. All bids **MUST** be submitted using the **EXACT FORMAT** provided for by this document. Please make a clear distinction between the Invitation to Bid's language and the Bank's response.

The undersigned agrees, if this bid is accepted, to furnish any and all services upon



which fees or interest rates are offered and upon the terms and conditions contained in the Specifications. Bid proposals will remain valid for ninety (90) calendar days after the opening of proposals unless a different period is noted by Bidder. By returning the Bid Worksheet, the Bank certifies that:

1. All rates and fees bid are to be firm for ninety (90) calendar days.
2. The contract is in compliance with the Financial Institution Reform, Recovery and Enforcement Act (FIRREA) of 1989. A resolution stating that this contract has been approved in writing by the bank's Board of Directors and is recorded in the minutes of their meeting must be furnished to Jackson County immediately upon awarding of contract.
3. Any deviations from these terms and conditions will be stated as such when returning the Bid Worksheet.

## **EVALUATION OF PROPOSALS**

Proposals will be evaluated with the objective of providing a Bank Depository Contract for a four (4) year term (2019-2023). Proposals will be evaluated by the Jackson County Treasurer and Auditor, which in turn will make Depository Contract recommendations to the Commissioners' Court.

Depending upon the time required for evaluation of bids, it is anticipated that the Commissioners' Court will select the four (4) year County Depository on Tuesday, March 26, 2019, at 9:00 a.m. The Commissioners' Court reserves the right to accept or reject any and all bids and to award the Depository Contract in the best interest of Jackson County to the most responsible bidder.

Award of contract will be executed by the Jackson County Commissioners' Court and will be confirmed by an award letter.



**SPECIFICATION AND BID SHEET  
FOR COUNTY DEPOSITORY OF  
JACKSON COUNTY, TEXAS  
2019-2023 (4 YEARS)**

***GENERAL SPECIFICATIONS***

Scope of the Contract: It is the intent of Jackson County to execute a contract with a bank wanting to be designated as the Jackson County Depository Bank. The contract will include monies of Jackson County held by the County Treasurer, the Clerk Registry of the Court (Trust Funds) accounts held by the Jackson County District and County Clerks, funds collected by the Tax Assessor-Collector, and any other funds collected or held under the tax identification number of Jackson County. In addition, special districts of Jackson County that do not select their own depository may be included, such as the Jackson County Emergency Service Districts, Jackson County Navigation District and Jackson County County-Wide Drainage District.

Minor Exceptions: Minor exceptions, conditions, or qualifications to the provisions of the County's specifications must be clearly identified as such, with the reason therefore.

Document: At bidder's request, this document will be furnished as a PDF file by e-mail to facilitate the completion of the bid. Please contact Mary Horton, County Treasurer at [treasurer@co.jackson.tx.us](mailto:treasurer@co.jackson.tx.us).

Payment for Services: Bank will specify fees required for services. Banking services not detailed on worksheet will be provided at no cost.

Investments Made Outside Depository Bank: Jackson County reserves the right to make external investments in accordance with the Laws of the State of Texas and the Investment Policy of Jackson County, which is attached to this bid.

Interest and Interest Rates: Variable interest rate bids and fixed interest rate bids on accounts and certificates of deposit shall be quoted by the Bank. Jackson County reserves the right to select the rate most favorable to the County at any time during the term of the contract, subject to banking laws.

Evaluation Method: Jackson County reserves the right to select evaluation methods deemed most appropriate. Each bid will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

Continuing Non-Performance: Continuing non-performance of the vendor in the terms of this Contract shall be a basis for the termination of the contract by Jackson County. The County shall not pay for services, equipment, or supplies that are unsatisfactory.



Vendors will be given a reasonable opportunity before termination to correct deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

Termination of agreement: Either party, upon ninety (90) days written notice prior to cancellation, may terminate the contract.

Claims, Suits, Causes of Action: Contractor shall provide the defense for and indemnify and hold harmless Jackson County from all claims, suits, causes of action, and liability arising out of the execution of this contract or in connection with Contractor's use of the premises thereunder.

### ***CONTRACTUAL REQUIREMENTS***

Compliance with Statutes: By returning the Bid Worksheet, Bank acknowledges that it understands the Revised Civil Statutes of Texas, Article 2544. et seq. of the Revised Civil Statutes of Texas as revised by Texas Local Government Code, Chapter 116.001 through 116.160, Chapter 117.001 through 117.058 and Article 2547 a,b,c; and Article 2558a et seq. that pertain to the managing and safekeeping of County funds, including but not limited to those specified, and will comply with those statutes. In this document the statutes will be referred to as the "Code".

Duration: The Bank contract will be effective for a four (4) year term, ending sixty (60) days from the time fixed by law for the next selection of a depository.

If a time deposit maturity extends beyond the expiration date of the depository contract, the issuer will pledge sufficient securities required by law for public funds to Jackson County for the duration of the time deposit.

Renegotiation: Section 116.021 of the Code specifies in part that:

- a) On expiration of a contract under this section, the contract may be renewed for two (2) years under terms negotiated by the Commissioner's Court.
- b) If the contract is for a four (4) year term, the contract shall allow the County to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two (2) years of the four (4) year contract.
- c) On the renewal of a contract, the County may negotiate new interest rates and terms with the bank for the next two (2) years in the same way and subject to the same conditions as provided by Subsection (b).

Amount to be Pledged: Within fifteen (15) days after the selection of the depository the selected Bank shall qualify as provided by law. Jackson County will accept a Securities Pledge Contract provided for under Texas Local Government Code Annotated Chapter 116, as the method of securing the funds of the County. The Bank



selected as depository will execute within the timeframe prescribed by law a security pledge contract accompanied by securities as hereinafter specified.

The initial amount of securities to be pledged against Jackson County funds shall be adequate to fully collateralize the funds of Jackson County according to the laws of the State of Texas and shall continuously remain as such. To compensate for increases or decreases in County Deposits and fluctuations of market value of pledged collateral, the minimum market value of collateral will be 110% of County deposits. Pledge securities shall be the kind prescribed by law under, and must be acceptable to Jackson County. Securities pledged must be held by a Third Party Bank approved by Commissioners' Court or at the Federal Reserve Bank, Dallas, Texas, and the County must receive a safekeeping receipt. The following securities are acceptable to Jackson County:

- U. S. Treasury Bills
- U. S. Treasury Notes
- Government National Mortgage Association Certificates
- Federal Farm Credit Bank Notes and Bonds
- Federal Home Loan Bank Notes and Bonds
- Federal National Mortgage Association Notes and Bonds
- Federal Home Loan Mortgage Corporations Notes and Bonds
- State of Texas Bonds
- Bonds of City, County and Independent School Districts located in Texas with a Moody's rating of AA or better or a Standard and Poor's rating of AA or better.

Adjustable rate mortgages (ARMs) and Collateralized Mortgage Obligations (CMOs) will not be acceptable. The bank must be the true and legal owner of all securities, which will be pledged to Jackson County. The securities must be free and clear of all liens, claims, or pledged for other purposes. The County will not accept any security acquired by the Bank under a repurchase agreement. The securities will be deposited with the Federal Reserve Bank of Dallas without expense to the County under an appropriate contract to be drawn to the provisions of Chapter 116 of the Code and amendments in accordance with the application, if approved.

Collateral Management: The Depository Bank must include, as part of the Bid, a statement as to how the bank intends to ensure, on a daily basis, that sufficient collateral is pledged to protect covered accounts. Also, separate, detailed monthly collateral reports are required for each taxing entity. Each report shall contain security descriptions, par value/current face and current market value.

Value of Collateral: The Depository Bank must propose how it will value pledged securities. The County at any time may investigate the value of any of the securities that may be pledged by the Bank. The full cooperation of the Bank will be required in such instance.



Awarding Contract: Jackson County will award the depository bank contract based on, but not limited to, the following criteria:

- Bank's past and prospective financial condition.
- Bank's ability to pledge adequate securities against County funds.
- Net rate of return on County funds.
- Ability to meet service requirements.
- Cost of services.

This proposal along with worksheets, submitted documents, and any negotiations, when properly accepted and awarded by Jackson County Commissioners' Court, shall constitute a contract equally binding between the successful offer and Jackson County. No different or additional terms will become a part of this contract with the exception of a Change Order.

Bank Affiliation: Each bank must be a member of the Federal Reserve System and the Federal Deposit Insurance Corporation. A bidder must be a Federal or Texas chartered bank doing business in and having a full service facility within Jackson County, Texas. State chartered banks MUST be able to perform all services required by this Invitation to Bid and MUST be a member of the Federal Deposit Insurance Corporation.

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 check or cashier's check in the amount of \$65,412.03 made payable to Jill S. Sklar, Jackson County Judge, as a guarantee of good faith in making the application for becoming the Depository Bank for the Public Funds under the jurisdiction of Jackson County. The check will be held by the County until the Depository Bank is selected and the securities have been pledged. (See APPLICATION FOR DEPOSITORY BANK).

Liquidated Damages for not Providing Security: As stated in Code Section 116.023: "If a bank is selected as a depository and does not provide the bond, the County shall retain the amount of the check as liquidated damages." A new depository shall then be selected.

Opening and Closing Accounts: Any accounts opened and/or closed under Jackson County's tax identification number must be approved by the County Treasurer.





## ***TYPES OF INTEREST BEARING ACCOUNTS***

Interest-Bearing Checking Accounts: Jackson County will have accounts established under these specifications for disbursing checks written on Jackson County funds. Checks and transfers will be written from these accounts and wire transfers, ACH transfers, internal bank transfers or deposits will be made to these accounts.

Sweep Accounts: Separate accounts may be established under these specifications for daily operating transactions. These accounts would be used when their rates exceed interest bearing checking account rates.

## ***SERVICES PROVIDED***

Contact Person: Bank must identify a local senior level management person who will be responsible for overseeing the County's entire relationship, who will serve as the County's primary contact and who would be able to make decisions regarding operational aspects of this contract.

Reports: A detailed monthly collateral-to-deposit report is required for each taxing entity. The report shall contain security description, par value/current face and current market value. To compensate for increases or decreases in County deposits and fluctuation of market value or pledged collateral, the minimum market value of collateral will be 110% of County deposits.

Monthly account analysis reports will be provided for each account and on a total account basis. The account analysis will contain, at a minimum, the following:

- daily average ledger balance
- daily average float
- average collected balance
- reserve requirements
- price levels for each activity
- monthly volumes by type
- earnings allowance

A sample account analysis format must be provided as part of the bid.

Depository Bank will have and maintain a minimum five percent (5%) primary capital to assets ratio as compiled by dividing total equity capital by total assets on the Federal Financial Institutions Examination Council reports. Copies of the FFIEC Form 32 statement will be included in the bid and shall be a continuing quarterly reporting requirement of the Depository Bank. Should primary capital ratio fall below five percent (5%), the Commissioners' Court will review bank plans for future earnings and capital increases before determination is made to close out the accounts.





Statements: Monthly statements will include checks (front and back), deposit slips, transfer slips and debit and credit memos (imaged or original), processed for all accounts. The daily ledger balances, average daily collected balances, number of debits, number of credits, and other items on which charges are based, should also be included in each monthly statement.

Statements should be processed and ready to be picked up, mailed or available online no more than three (3) business days after the close of each month.

Computerized Services: It is requested that as a part of the bid the Depository Bank will provide an on-line communications link to the County for daily, monthly and history reporting of fund balances, managing controlled disbursements, collected and ledger balances, stop payment requests, confirmations, and detailed debits and credits for all accounts. The Bank must provide the capability for the County to download paid items to interface with the County's in house software program that will be utilized in the bank account reconciliation process.

Interest Rates: Floating interest rate bids and a fixed interest rate bids on accounts and certificates of deposit will be quoted by the Bank (refer to page 15 of this document). Jackson County reserves the right to select the rate most favorable to the County at any time during the term of the contract, within the guidelines of Section 116.021 of the Code.

Standard Disbursement Services: Standard disbursement services for all accounts are required to include the payment of all County checks upon presentation.

Standard Deposit Services: The Bank will guarantee immediate credit on all wire transfers, ACH transactions and Government checks upon receipt and all other checks based on the Bank's availability schedule. All deposits received before the Bank's established deadline will be credited daily.

Payroll Direct Deposit: Bank must provide the capability for the County to utilize direct deposit payroll processing, allowing employees to select the bank of their choice.

ACH Transactions: Bank must provide for acceptance of ACH (Automated Clearing House) credits and debits. ACH blocking and/or electronic payment authorization services are requested.

Wire Transfers: Bank must provide the ability to send wire transfers of an automated or manual basis, and to provide the ability to receive wire transfers. Bank must provide the ability to restrict outgoing wire transfers (debits) to only those authorized.

Positive Pay: The Bank will provide a means for the County to upload disbursed check information that will be compared to checks that are presented to the Bank for clearing.



Any discrepancies shall be cleared by the County Treasurer before checks are paid by the Bank.

Daylight Overdraft Provisions: The proposal should include any Bank policy regarding daylight overdraft charges or handling.

Stop Payments: The Bank will be required to process stop payments on verbal instructions from the County Treasurer or assignee with follow-up written confirmation and/or such provision being included in on-line computer program.

Stale Dated Checks: The Bank will agree not to honor stale dated checks on Jackson County accounts which are not endorsed by the County as acceptable after the 180-day limit.

Short-Term Financing: The County may require short-term financing during this contract.

Zero Balance Accounts: Certain accounts may be set up with capability of retaining a zero balance, as some are clearing accounts which zero from time to time. Statements are necessary for each statement period on each account, whether or not the account has had activity, for audit purposes.

Safe Deposit Box: The County may need off-premise storage of back-up media.

Expense Allowance: If awarded the Depository Contract and not the current Depository, indicate any offers to defer expenses incurred by the change.

Other Specified Services: As described on the Bid Worksheet, the Bank will acknowledge services provided and attendant fees for such.

Cash Management: On an ongoing basis, the County will require cash management advice as to how accounts and procedures should be structured. Also, the County must be kept informed of recent developments in cash management products.

Bidders are invited to propose additional cash management services that are not specified herein.



**2019-2023 SPECIFICATIONS AND BID SHEET**

<b>Types of accounts:</b>	Variable Interest Rate*	Fixed Interest Rate	Minimum Balances
Interest bearing account	_____	_____	\$ _____
Money Market Deposit account	_____	_____	\$ _____
Sweep account	_____	_____	\$ _____

\*Variable Rate = 91 days US T-Bill Effective Rate (as determined by latest T-Bill Auction) +/- Margin (Based on basis points.)  
 In no instance will the rates paid on funds of the County be less than rates being offered to other customers of the bank regardless of the above guaranteed rates.

<b>Certificates of Deposit Variable Interest Rate*:</b>	Less than \$100,000	More than \$100,000
Maturity 7 - 29 days	_____ basis points (+/-)	_____ basis points (+/-)
Maturity 30 - 59 days	_____ basis points (+/-)	_____ basis points (+/-)
Maturity 60 - 89 days	_____ basis points (+/-)	_____ basis points (+/-)
Maturity 90 - 179 days	_____ basis points (+/-)	_____ basis points (+/-)
Maturity 180 days - less than 1 year	_____ basis points (+/-)	_____ basis points (+/-)
Maturity 1 year or more	_____ basis points (+/-)	_____ basis points (+/-)

<b>Certificates of Deposit Fixed Interest Rate:</b>	Less than \$100,000	More than \$100,000
Maturity 7 - 29 days	_____ %	_____ %
Maturity 30 - 59 days	_____ %	_____ %
Maturity 60 - 89 days	_____ %	_____ %
Maturity 90 - 179 days	_____ %	_____ %
Maturity 180 days - less than 1 year	_____ %	_____ %
Maturity 1 year or more	_____ %	_____ %

\*Variable Rate = 91 days US T-Bill Effective Rate (as determined by latest T-Bill Auction) +/- Margin (Based on basis points.)  
 In no instance will the rates paid on funds of the County be less than rates being offered to other customers of the bank regardless of the above guaranteed rates.

**Short-term Financing:**

Variable rate	_____ %
Fixed rate	_____ %

**Services Offered:**

				FEE
Monthly account analysis and/or statements	_____ NO	_____ YES		\$ _____
Electronic, internet or online banking	_____ NO	_____ YES		\$ _____
Digital deposit services (remote capture)	_____ NO	_____ YES		\$ _____
Direct File Transmission or Electronic Transfers	_____ NO	_____ YES		\$ _____
Automated balance reporting	_____ NO	_____ YES		\$ _____
Wire transfers				
Incoming	_____ NO	_____ YES		\$ _____
Outgoing	_____ NO	_____ YES		\$ _____
Repetitive	_____ NO	_____ YES		\$ _____
Non-repetitive	_____ NO	_____ YES		\$ _____



ACH service transfers

Outgoing bank initiated	___	NO	___	YES	\$ _____
Computerized/online	___	NO	___	YES	\$ _____
ACH blocking and/or electronic payment authorization	___	NO	___	YES	\$ _____

In-house account transfers

Non-repetitive	___	NO	___	YES	\$ _____
Repetitive	___	NO	___	YES	\$ _____
Computerized/online	___	NO	___	YES	\$ _____
Account maintenance on checking accounts	___	NO	___	YES	\$ _____
Account reconciliation per account	___	NO	___	YES	\$ _____
Controlled disbursement accounts	___	NO	___	YES	\$ _____
Zero-balance accounts	___	NO	___	YES	\$ _____
Payroll direct deposit	___	NO	___	YES	\$ _____
Payroll debit cards	___	NO	___	YES	\$ _____
Positive pay	___	NO	___	YES	\$ _____
Stop payments	___	NO	___	YES	\$ _____
Overdrawn accounts	___	NO	___	YES	\$ _____
Returned items	___	NO	___	YES	\$ _____
Night depository services, including bags and keys	___	NO	___	YES	\$ _____
Safe deposit box(es)	___	NO	___	YES	\$ _____
Lockbox(es)	___	NO	___	YES	\$ _____
Armored car	___	NO	___	YES	\$ _____
Sequential check sorting	___	NO	___	YES	\$ _____
third party financial institution, or with Federal Reserve Bank	___	NO	___	YES	\$ _____

COMMENTS:

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**Supplies Provided:**

					FEE
Deposit slips and/or books	___	NO	___	YES	\$ _____
Check stock, laser	___	NO	___	YES	\$ _____
Check stock, books and/or binders	___	NO	___	YES	\$ _____
Endorsement stamps	___	NO	___	YES	\$ _____
Bank deposit bags including locked or sealable bags	___	NO	___	YES	\$ _____
Other	___	NO	___	YES	\$ _____

COMMENTS:

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**APPLICATION FOR DEPOSITORY BANK**

Certified cashier's checks totaling \$65,412.03 (one-half of 1% of 2018 unaudited revenues of Jackson County) made payable to Jill S. Sklar, Jackson County Judge, accompany this bid and are tendered under the terms of the law (Local Government Code, Section 116 and Section 117) and these specifications.

Amount of Paid-Up Capital Stock \_\_\_\_\_

Permanent Surplus \_\_\_\_\_

Total Stockholder's Equity as of \_\_\_\_\_ (date)

\_\_\_\_\_ is hereby authorized to receipt for said check upon return.

\_\_\_\_\_  
(Bidding Bank)

By: \_\_\_\_\_

Title: \_\_\_\_\_

The following is to be signed when check is returned to bidding bank:

Received certified cashiers' check for \$ \_\_\_\_\_ for \_\_\_\_\_  
(Bank)

By: \_\_\_\_\_

Date: \_\_\_\_\_



**Bank must complete the below information to validate the bid for Depository Bank.**

The undersigned affirms that they are fully 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 prior to the official opening of this bid.

Name and address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**ALL UNSIGNED BIDS WILL BE DISQUALIFIED.**



## AGREEMENT TO PROVIDE BANKING SERVICES

DATE \_\_\_\_\_

We, \_\_\_\_\_ (name of bank), do hereby agree to provide banking services to Jackson County, Texas, for a four (4) year period allowing the bank to establish, on negotiations with the County, new interest rates and financial terms of the contract will take effect during the final two (2) years of the four (4) year contract.

JACKSON COUNTY

By: \_\_\_\_\_  
Jill S. Sklar, County Judge

\_\_\_\_\_  
By: \_\_\_\_\_

By: \_\_\_\_\_  
Mary Horton  
County Treasurer

\_\_\_\_\_  
\_\_\_\_\_





**JACKSON COUNTY TREASURER'S OFFICE  
ANTI-COLLUSION AGREEMENT**

I, \_\_\_\_\_, DO HEREBY CERTIFY AND AFFIRM THAT THE FOLLOWING STATEMENTS ARE TRUE AND CORRECT:

Neither my Bank nor I have entered into any agreement, contract, arrangement or understanding with any Jackson County Treasurer's office employee that in any manner would defraud the Treasurer of Jackson County;

Neither my Bank nor I have entered into any agreement with any person that would conspire to affect Jackson County Treasurer's trades or rates;

Neither I nor my Bank has offered to give, nor intend to give at any time hereafter any economic opportunity, future economic opportunity, special discount, gratuity, loan or service to any employee(s) in connection with my business relationship with Jackson County Treasurer's office;

Neither my Bank nor I have utilized any information obtained in whole or in part as a result of my business relationship with the Jackson County Treasurer's office for personal economic gain or for the benefit of others.

\_\_\_\_\_  
Broker/Banker

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**County of Jackson, Texas**

**BIDDER/PROPOSER'S SDNs/BLOCKED PERSONS AFFIRMATION**

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF THE AWARDED BID MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

1. Pursuant to 44 CFR Part 13.35, the Bidder/Proposer, hereby affirms that Bidder/Proposer:

***(Please check all that are applicable)***

\_\_\_\_\_ Is **not** excluded from doing business at the federal level.

\_\_\_\_\_ Is **not** listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Pursuant to Government Code Chapter 2270, Subtitle F and Government Code Chapter 2252, the Bidder/Proposer hereby affirms that Bidder/Proposer:

\_\_\_\_\_ Does **not** boycott Israel or invest in companies that boycott Israel

\_\_\_\_\_ Does **not** conduct business with Iran, Sudan, or a foreign terrorist organization

The County of Jackson may not make procurement transactions with SDNs/Blocked Persons, companies that boycott Israel and/or companies that conduct business with any known terrorist organization. By signing below the authorized official does hereby depose and verify the truthfulness and accuracy of the contents and the statements on this certification.

Proposer/Respondent Company \_\_\_\_\_

Name \_\_\_\_\_

Proposer (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Proposer (Print Name) \_\_\_\_\_

Title/Position with Company \_\_\_\_\_

Company Official Authorizing the Offer: \_\_\_\_\_

Company Official (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Company Official (Print Name) \_\_\_\_\_

Company Official's Position \_\_\_\_\_

**Corporate Vendors Shall Furnish the Following Information:**

Where Incorporated \_\_\_\_\_ Charter Number \_\_\_\_\_

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# EXHIBITS

**ACCOUNTS UNDER COUNTY TAX ID NUMBER:**

<b>Name</b>	<b>Type</b>	<b>02/2018- 01/2019 Average Balance</b>	<b>01/2019 Debits/ Credits</b>	<b>01/2019 ACH/Wires</b>
General Operating		\$ 395,197.00	863	280
Cafeteria Reimbursement	non-interest bearing	\$ 20,852.00	31	0
Clerk Clearing		\$ 6,174.00	161	0
County Clerk - Special		\$ 20,627.00	7	0
District Clerk - Cash Bond	non-interest bearing	\$ 51,995.00	0	0
Sheriff - Abandoned Motor Vehicle		\$ 2,655.00	2	0
Sheriff - Fee		\$ 10,662.00	10	0
Sheriff - Inmate Trust		\$ 16,492.00	72	0
Tax Assessor-Collector - Ad Valorem		\$ 1,009,066.00	3419	16
Tax Assessor-Collector - General		\$ 69,753.00	853	0
Tax Assessor-Collector - Prepaid/Mobile Home Escrow	non-interest bearing	\$ 9,925.00	27	0
Tax Assessor-Collector - Vehicle Inventory Taxes		\$ 2,697.00	4	0
Tax Assessor-Collector - WebDealer ACH (sweep account)	non-interest bearing	\$ 3.00	0	0
General	Money Market	\$ 75,528.00	0	0

**OPTIONAL (EACH WITH SEPARATE EIN):**

		<b>01/2019 Average Balance*</b>
Jackson County County-Wide Drainage District	2 accounts	\$ 892,211.80
Jackson County Emergency Services District #1	1 account	\$ 343,884.61
Jackson County Emergency Services District #2	3 accounts	\$ 378,767.09
Jackson County Emergency Services District #3	5 accounts	\$ 395,196.62
Jackson County Navigation District	1 account	\$ 6,772.68

*\*may be higher than normal due to taxes*

**COUNTY OF JACKSON, TEXAS  
INVESTMENT POLICY**

**Investment Authority and Scope of Policy**

**Introduction**

This policy serves to satisfy the statutory requirements of *Texas Local Government Code (LGC) §116.112 Investment of Funds*, and *Government Code (GC) §2256 Public Funds Investment* (PFIA) to define and adopt a formal investment policy. This policy will be reviewed and adopted by order annually according to *GC §2256.005(e)*.

**Scope**

*GC §2256.003*

This investment policy applies to all financial assets of all funds of the County of Jackson, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the County Treasurer, unless expressly prohibited by law or unless it is in contravention of any depository contract between Jackson County and any depository bank. Jackson County may purchase, sell, and invest its funds in investments authorized by Commissioners' Court and according to the prescribed standard of care.

**County Investment Officer's Responsibility and Controls**

*GC §2256.005, §2256.008 and §2256.051*

The County Investment Officer, under the direction of Jackson County Commissioners' Court, may invest County funds that are not immediately required to pay obligations of the County. The Commissioners' Court shall designate one or more officers or employees as investment officer. Because the Jackson County Treasurer is the chief custodian of County funds, the Commissioners' Court has appointed the Treasurer as Investment Officer of Jackson County funds as defined in this investment policy.

The County Treasurer shall deposit, withdraw or transfer funds in/out of an investment pool, money market mutual fund, or depository institution to meet the daily operational needs of the County. These transactions shall have approval of the County Auditor. The governing body of the County retains ultimate responsibility as fiduciary of the assets of the County according to *GC §2256.005(f)*. Electronic means may be utilized to transfer or invest all funds collected or controlled by Jackson County (*GC §2256.051*).

It is Jackson County's policy to provide training required by *GC §2256.008* and periodic training in investments for the Investment Officer through courses and seminars offered by professional organizations and associations in order to insure the quality, capability and currency of the Investment Officer in making investment decisions.

**Investment Officer Disclosure**

*GC §2256.005(i)*

If an Investment Officer has a personal business relationship with an entity, or is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the County, the Investment Officer must file a statement disclosing that personal business interest, or relationship, with the Texas Ethics Commission and the Commissioners' Court.

**Investment Objectives**

**General Statement**

*GC §2256.005(d)(1-6) and §2256.026*

Funds of the County will be invested in accordance with federal, state and local law and this investment policy. The County



will invest according to investment strategies for each fund as they are adopted by the Commissioners' Court of Jackson County.

**Safety of Principal and Maintenance of Adequate Liquidity**

*GC §2256.005(b)(2)*

Jackson County is concerned about the return of its principal. Therefore, safety of principal is the primary objective in any investment transaction.

The County's investment portfolio is structured in conformance with an asset/liability management plan which provides liquidity necessary to pay obligations as they become due.

**Diversification, Yield and Maturity**

*GC §2256.005(b)(3)*

The investment objectives for all funds in the custody of the County Treasurer are to:

1. Ensure the preservation and safety of principal. Capital losses should be avoided, whether they may be from erosion of market value or security defaults;
2. Minimize all unnecessary investment risks, in spite of any possible increase in investment income;
3. Ensure liquidity so that sufficient funds are available to meet immediate short-term needs for the daily operations of the fund;
4. Attain the maximum yield or rate of return allowed through the prudent and legal investments of County funds throughout budgetary and economic cycles. The County's risk constraints and the cash flow characteristics of the investment portfolio should be taken into consideration for each investment;
5. Provide diversification to the investment portfolio to reduce the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of investments. Investments of the County shall always be selected that provide for stability of income and reasonable liquidity.
6. Regulate cash flow by determining the amount of money to be invested and the time to maturity based on the anticipated cash flow needs through continuous forecasting. The maximum allowable stated maturity of any individual investment owned by the County is two (2) years from settlement date.

**Investment Strategies**

*GC §2256.005(d)(1-6)*

In accordance with the Public Funds Investment Act, a separate written investment strategy has been developed for each of the funds under Jackson County's control. Each investment strategy describes the investment objectives for the funds.

As permitted by *GC §2256*, investment strategies will be reviewed and adopted at least annually.

The Jackson County Commissioners' Court adopts the following investment strategies by fund, including the General Operating, Debt Service, Special Revenue, Fiduciary, Agency and Proprietary funds will be considered for investments as follows:

1. An operating balance is to be kept at all times to meet the cash flow needs in the depository bank, drawing interest

under the depository contract.

2. Funds not needed to meet current year obligations may be invested in securities approved under the Jackson County Investment Policy.
3. For diversification, the Investment Officer may keep a portion of the funds in authorized local government investment pools which offer overnight liquidity if higher interest rates are available.

## **Investment Policies**

### **Authorized Investments**

The Jackson County Investment Officer shall use any or all of the following authorized investment instruments consistent with governing law and the County's investment objectives:

1. Obligations of, or guaranteed by, governmental entities (*GC §2256.009*)
2. Certificates of Deposit and Share Certificates, guaranteed by Federal Deposit Insurance Corporation (FDIC) or its successor; National Credit Union Share Insurance Fund (NCUSIF) or its successor; or those fully collateralized in accordance with *GC §2257 (GC §2256.010)*
3. Fully collateralized Repurchase Agreements, with approved master purchase agreement, not to exceed ninety (90) days (*GC §2256.011*)
4. Securities Lending Program if it meets the terms and conditions provided in PFIA (*GC §2256.0115*)
5. Bankers' Acceptance, not to exceed 270 days (*GC §2256.012*)
6. Commercial Paper, not to exceed 270 days and rated not less than A-1 or P-1 or equivalent (*GC §2256.013*)
7. No-load Money Market Mutual Funds that comply with federal Securities and Exchange Commission Rule 2a-7 (*GC §2256.014*)
8. Guaranteed Investment Contracts if approved by Commissioners' Court (PFIA §2256.015)
9. Local Government Investment pools as approved by Commissioners' Court and with ratings as set forth in *GC §2256.019* with the average dollar-weighted maturity no more than 90 days (*GC §2256.016*)
10. Investment specifically authorized by other law (*GC §2256.024*)

Pursuant to *GC §2256.017*, except as provided by *GC §2270*, the County is not required to liquidate investments that were authorized investments at the time of purchase.

Under *GC §2256.021*, if an investment becomes ineligible because of loss of the minimum required rating or possible default, and then it no longer qualifies as an authorized investment. The County Treasurer shall take all prudent measures consistent with this investment policy to liquidate the investment.

### **Prohibited Investments**

*GC §2256.009(b) and §2256.024*

As outlined under PFIA, the Jackson County Investment Officer have no authority to use any of the following investment instruments, which are strictly prohibited:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten (10) years;
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index; and
5. Investment specifically prohibited by other law (*PFIA §2256.024*).

## Investment Responsibility and Control

### Investment Advisors and Providers

The Jackson County Investment Officer shall invest County funds consistent with federal and state law, the County's Investment Policy, and the current depository bank contract with any or all of the following institutions or groups:

1. Depository bank;
2. Other state bank, national bank, savings and loan association, or a state or federal credit union domiciled in Texas insured in full by either Federal Savings and Loan Insurance Corporation or Federal Deposit Insurance Corporation;
3. Public Funds Investment Act Pools such as TexPool, Texas Class and First Public (formerly Lone Star) Investment Pools; or
4. Government securities brokers and dealers approved by Commissioners' Court;
5. Money Market mutual funds approved by the Commissioners' Court; Money Market mutual funds reviewed and approved by the Commissioners' Court; or
6. Government securities brokers and dealers.

### Qualifications of Approval of Brokers/Dealers

*GC §2256.005(k)(l)*

A written copy of this investment policy shall be presented to any business organization offering to engage in an investment transaction with Jackson County. The registered principal of the business organization seeking to sell an authorized investment to the County shall execute a written instrument substantially to the effect that the registered principal has:

1. Received and reviewed the investment policy of the County; and
2. Acknowledged the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the County and the organization that are not authorized by the County's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the County's entire portfolio or requires an interpretation of subjective investment standards.

Selected Investment Advisors and Investment Brokers/Dealers shall provide timely transaction confirmations and monthly activity reports.

The Investment Officer may not buy any securities from a person who has not delivered to the County an instrument substantially in the form provided above according to *GC S§2256.005(l)*.

### Approval Process of Broker/Dealer

*GC §2256.005(k) and §2256.025*

Upon meeting the requirements established, which includes the execution of a written instrument as described, any person offering to engage in an investment transaction with the County may present a written request to the Investment Officer. The Investment Officer shall review the request and if appropriate present the request to Commissioners' Court for approval.

As specified, the designated Investment Officer shall present annually a list of qualified investment brokers/dealers to the Commissioners' Court for review, revisions, and approval. Once the list of qualified brokers/dealers has been adopted, only those named brokers/dealers shall be approved and qualified to engage in investment transactions with the County.

## **Standards of Operation**

The County Investment Officer shall develop and maintain procedures for the operation of the investment program, which shall be consistent with this investment policy.

### **Delivery vs. Payment**

*GC §2256.005(b)(4)(E) and §2256.005(c)*

All investments, except PFIA investment pools, or operating investments, shall be purchased using the "Delivery vs. Payment" (DVP) method through the Federal Reserve System. By so doing, County funds are not released until the County has received the securities purchased through the Federal Reserve wire.

When competitive offers are sought, the County will send a Request for Offer form to at least three (3) approved and qualified broker/dealers. If a specific maturity date is required, offers will be requested for instruments which meet those purposes. The County will accept the offer, which, in its sole discretion, is determined to best provide the highest rate of return within the maturity required. Offers will not be accepted which do not meet the specified criteria in the request for offer or where the deadline specified on the request for offer(s) is not met.

For those situations where market conditions may dictate a change in the offer process noted above, the County may accumulate at least three (3) unsolicited offers of investments for consideration to purchase. The investments considered must be comparable in structure, term, maturity, and rate. Furthermore, the offers accumulated must be no older than five (5) business days prior to the date of purchase notification.

Offers and bids for certificates of deposit may be solicited in any manner provided by law, including the following:

1. Orally
2. In writing;
3. Electronically;
4. In any combination of those methods.

All offers must be from brokers/dealers previously approved and qualified by Commissioners' Court. All offers received and considered which lead to an acceptance of the offer must be documented and filed for auditing purposes.

### **Audit Controls**

*GC §2256.005(m)*

The Investment Officer will establish liaison with the Jackson County Auditor in preparing investment processes and forms to assist the County Auditor for accounting and auditing control. The Investment Officer is subject to audit by the Jackson County Auditor. In addition, the Commissioners' Court, at a minimum, will have an annual financial audit of all County funds by an independent auditing firm, as well as a compliance audit of management controls on investments and adherence to the County's established investment policies.

### **Standard of Care**

*GC §2256.006*

Investments shall be made with the judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of a person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority:

1. Understanding the suitability of the investment to the financial requirements of Jackson County;
2. Preservation and safety of principal;
3. Liquidity;

4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio;
6. Yield; and
7. Maturity restrictions

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made by taking into consideration:

1. The investment of all funds, or funds under the County's control, over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and
2. Whether the investment decision was consistent with this written investment policy of the County.

## **Investment Reporting and Performance Evaluation**

### **Reporting**

#### *GC §2256.023*

Not less than quarterly, the Investment Officer shall prepare and submit to the Commissioners' Court a written report of investment transactions for all funds for the preceding reporting period, within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the County on the date of the report;
2. Be prepared jointly by all Investment Officers;
3. Be signed by each Investment Officer;
4. Contain a summary statement of each fund that states:
  - a) Beginning market value for the reporting period;
  - b) Ending market value for the period; and
  - c) Fully accrued interest for the period;
5. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
6. State the maturity date of each separately invested asset that has a maturity date;
7. State the account, fund or pooled group fund in the state agency or local government for which each individual investment was acquired;
8. State that compliance of the investment portfolio of the County complies with:
  - a) The investment strategy expressed in County's investment policy; and
  - b) Relevant provisions of *GC §2256*;
  - c) Changes in ratings by Standard & Poor's or Moody's of investments owned at the end of the reported quarter as set forth in *GC §2256.005(b)*; and
9. The County shall seek a third party independent pricing source to determine the value of the County's investment portfolio.

### **Notification of Investment Changes**

It shall be the duty of the Investment Officer to notify the Commissioners' Court of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by the policy or not.

### **Collateral or Insurance**

The Investment Officer shall ensure that all County funds are fully collateralized, or insured, in a manner consistent with this investment policy and with federal and state law; and that current bank depository contracts hold one or more of the following:

1. FDIC insurance coverage;
2. Obligations of the United States or its agencies and instrumentalities; and/or
3. Allowance under *GC §2257* Collateral for Public Funds.

### **Safekeeping**

All purchased securities, as well as pledged securities by the depository bank, shall be held in a safekeeping account subject to the control and custody of the County, specifically in a third party financial institution with the Federal Reserve Bank or the Federal Home Loan Bank of Dallas.

All certificates of deposit purchased outside the depository bank shall be held in safekeeping, by the issuer, in a County account; and all investments must be fully collateralized at 102 percent of face value.

**RESOLUTION TO ADOPT  
INVESTMENT POLICY, STRATEGIES AND INVESTMENT OFFICER  
FOR JACKSON COUNTY**

On this the 28th day of August 2018, the Commissioners of Jackson County, Texas, being in regular term, the following resolution was considered:

WHEREAS, the Jackson County Commissioners' Court, in order to comply with the statutory requirements of *Local Government Code §116* and *Government Code §2256* to define and adopt a written investment policy regarding the investments of funds under its control; and

WHEREAS, the policy as presented this date emphasizes safety of principal and hereby supports the objectives and strategies of the policy; and

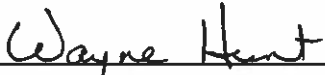
WHEREAS, the Jackson County Treasurer be appointed Investment Officer of Jackson County funds.

NOW THEREFORE BE IT RESOLVED, the Jackson County Investment Policy this date be adopted.

Adopted this 28th day of August 2018, by vote of the Jackson County Commissioners' Court.



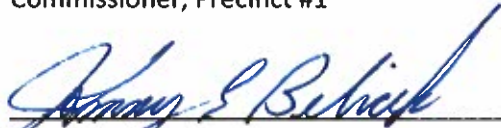
Dennis Simons  
County Judge



Wayne Hunt  
Commissioner, Precinct #1



Wayne Babela  
Commissioner, Precinct #2



Johnny E. Belicek  
Commissioner, Precinct #3



Dennis Karl  
Commissioner, Precinct #4

FILED FOR RECORD THIS 28<sup>TH</sup> DAY OF AUGUST 2018, and recorded on the 28th day of August 2018.



Barbara Earl, County Clerk and Ex-Officio  
Clerk of the Commissioners' Court in and for  
Jackson County

BY: \_\_\_\_\_  
Deputy