



**APPLICATION**  
**FOR**  
**NUECES COUNTY, TEXAS**  
**COUNTY AND DISTRICT CLERK COURT REGISTRY FUNDS**  
**DEPOSITORY CONTRACT**

**MARCH, 2011**

## **INSTRUCTIONS TO APPLICANTS**

**Application Title:** 2011 County & District Clerk Court Registry Funds  
Depository Contract

**Application Closing Date:** Tuesday, May 3, 2011

**Application Closing Time:** 05:00 p.m.

**Mark Envelope:** County & District Clerk Court Registry Funds Depository

**Contact Person:** Alberto Silguero, Treasury Accountant  
County Clerk Treasury Section  
Phone Number (361) 888-0668

Sealed applications must be received in the Nueces County Judge's Office, 901 Leopard Street, Suite 303, Corpus Christi, Texas, by the date and time specified above. Public opening of the applications will be held in the Commissioners Courtroom during the Court's posted regular meeting on Wednesday, May 4, 2011.

The Commissioners Court of Nueces County reserves the right to reject in part or in whole any or all applications, waive technicalities which do not affect the integrity or effectiveness of the Request for Application process, and select the qualified applicant that offers the most favorable terms and conditions for the handling of registry funds.

Late applications will be returned to the Applicant unopened. Applications will not be accepted via transmittal by telefax, telephone, facsimile or electronic communication equipment. Postmarking by the due date will not substitute for actual application receipt.

Applications may be withdrawn any time before the official opening. Alterations made before opening time must be initialed by Applicant.

Request for Applications does not obligate the County to select a depository. The County reserves the right to reject any or all applications. The County also reserves the right to cancel or reissue the Request for Applications.

The undersigned agrees, if this application is accepted, to furnish all services upon which fees or interest rates are offered and upon the terms and conditions in the Specifications. The period for acceptance of this application will be thirty (30) calendar days unless a different period is noted by Applicant.

Two copies of the bound and sealed application are required plainly marked with the applicant's name and address and the application title 2011- County & District Clerk Court Registry Funds Depository Application. Applications are not to be opened until the Commissioners Court meeting noted.

Applications must be submitted on the attached Application Form. Failure to comply with this stipulation could be the basis for the application to be disqualified. Supplemental information about the Applicant's services may be included as an addendum to the application but not in place of response requirements.

By returning the Application Form, the Bank certifies that all rate and fee bids are to be firm for one (1) month.

**SPECIFICATIONS FOR DEPOSITORY APPLICATION  
COUNTY & DISTRICT CLERK COURT REGISTRY FUNDS**

It is the intent of Nueces County to execute a contract with a Bank wanting to be designated as the County & District Clerk Court Registry Funds Depository. Bank is herein defined as a federally insured banking corporation or association, an individual banker, or a state or federal savings and loan association or savings bank. By returning the Application Form, Bank acknowledges that it understands the Local Government Code, Chapter 117 as passed by the 70th Leg. 1987 and its subsequent amendments which pertain to depositories court registry funds held in trust by the County and will comply with these statutes.

**DURATION** The Depository contract will be effective for a four-year term. The depository contract will allow Nueces County, based on negotiations with the Bank, to establish new interest rates and financial terms of the contract that will take effect during the final two year of the four-year contract. Contract may also be renewed for an additional two years subject to negotiations of new interest rates and terms.

**SELECTION CRITERIA:** Award of the contract shall be under the selection process described herein. A committee appointed by the Commissioners Court will evaluate all submissions in response to this solicitation. Five (5) divisions of selection criteria are assigned weighted values for purposes of evaluation as follows:

- 1) Qualifications of the Proposer; demonstrated understanding of the County's overall requirements; and experience of account representatives assigned to the account. (Weight 5%)
- 2) Total net cost of services. (Weight 30%)
- 3) Net rate of return on County funds. (Weight 25%)
- 4) Past and prospective financial condition and capacity of Proposer (Weight 10%)
- 5) Ability to meet service requirements (30%)

**SUBMITTING FINANCIAL STATEMENTS** All banks wishing to be designated as the County & District Clerk Court Registry Depository 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 Application Form a certified cashier's check in the amount of \$35,306.44 made payable to Nueces County as a guarantee of good faith. The check will be held by the County until the Bank is selected and files a depository bond or other security that is approved by the Commissioners Court. If Bank is selected as a depository and does not provide the security, the County shall retain the amount of the check as liquidated damages. Certified checks of rejected applicants will be immediately returned after selection.

**AMOUNT TO BE PLEDGED** The initial amount of the bond or securities to be pledged against registry funds must be done within thirty (30) days of being selected and shall be adequate to fully collateralize the registry funds of Nueces County according to the laws of the State of Texas and shall continuously remain as such. The amount is subject to change as deposits fluctuate, with the approval of the County Judge. Securities pledged must be held at the Federal Reserve Bank.

**PAYMENT OF SERVICES** Bank will specify fees required for services. Banking services not detailed on the Application Form will be provided at no cost. Payment for services will be made on a quarterly basis.

**INTEREST AND INTEREST RATE** Variable interest rate bids and fixed interest rate bids on accounts shall be quoted by the Bank. Nueces County reserves the right to select the most favorable rate any time during the term of the contract, subject to applicable laws.

**NON-INTEREST BEARING ACCOUNT** The County & District Clerk Court Registry Funds Depository will have non-interest bearing accounts established under these specifications for special account registry funds. Special account means an account in a depository in which registry funds are placed. Checks and transfers will be written from this account; Wire transfers, ACH transfers, internal bank transfers or deposits will be made from this account. For a list of accounts including average ledger balances, see Appendix I. The estimate may vary during the duration of the contract.

**INTEREST BEARING ACCOUNTS** County, through its County or District Clerk, reserves the right to establish “separate account” registry funds. Separate account funds are funds transferred from a special account into a separate interest-bearing account as directed by a court or when the Clerk is required by the Probate Code. The County & District Clerk Court Registry Funds Depository will have interest bearing accounts established under these specifications for “separate account” registry funds. Checks and transfers will be written from this account; Wire transfers, ACH transfers, internal bank transfers or deposits will be made from this account(s).

## **BANKING SERVICES**

1. The County maintains approximately 3 bank accounts for the Registry Funds, special accounts. See Appendix I for bank account listing and the previous calendar year average ledger balances.
2. The County is dependent on processing various transactions electronically via online banking services such as daily balance reporting, daily reconciling, monthly reporting, and data export. See Appendix II banking services activity for the previous fiscal year consolidated accounts.

## **REPORTS**

1. A detailed monthly collateral-to-deposit report is required. The report shall contain security descriptions, par value/current face and current market value. To compensate for increases or decreases in county deposits and fluctuation of market value of pledged collateral, the minimum market values of collateral will be 110% of county deposits.
2. It is requested that as a part of the application the Bank will provide an on-line microcomputer communication link to a minimum of three (3) County departments for daily reporting on fund balances, collateral and ledger balances and detail debits and credits.

3. 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
- average collected balance
- price levels for each activity
- earnings allowance
- daily average float
- reserve requirements
- monthly volumes by type

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

4. Bank will have and maintain a minimum 5 percent primary capital to assets ratio (net worth to total assets) as compiled on the Federal Financial Institutions Examination Council Form 032. Copies of the FFIEC Form 32 statement will be included in the application and shall be a continuing quarterly reporting requirement of the Bank. Should the primary capital to assets ratio fall below 5 percent, the County reserves the right to terminate the depository contract.

**STATEMENTS** Monthly account statements will be provided for all County bank accounts with all corresponding checks, debit and credit memos, etc., in sequence order. This statement shall show the number of checks, check number, date cleared and amount, deposit and deposit items posted, daily ledger balances, average daily ledger balance for the month, average daily collected balance for the month and other items on which charges are based. Such statements shall be provided within five calendar days after calendar month-end. Daily notice shall be provided for all account adjustments.

**CONTACT PERSON** Bank will specify a local Officer of the Bank who will be responsible for attending to inquiries, requests for services, and daily activities regarding the managing of Nueces County account.

**OVERDRAFT PROVISIONS** There shall be no charge for overdrafts when the total of all demand deposits in the depository covers the overdraft.

**NSF ITEMS** All NSF items shall be re-deposited twice before a charge is made.

**STALE DATED CHECKS** The Bank will agree not to honor stale dated checks on Nueces County accounts that are not endorsed by the County as acceptable.

**STANDARD DISBURSEMENT SERVICES** Standard disbursing 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 Banks established deadline will be credited daily. On occasion, same day credit will be required on low volume, high dollar deposits after Banks established deadline for deposits.

**ACCOUNT RECONCILIATION** The County requires a monthly bank account reconciliation plan for all accounts (See Appendix II). Magnetic media will be required for certain designated accounts.

**OTHER SERVICES** As described on the Application Form, the Bank will acknowledge services provided and attendant fees for such.

**FORM FOR REGISTRY FUNDS DEPOSITORY APPLICATION**

<b>Interest Bearing Checking Accounts:</b>	Variable* Interest Margin	Fixed Interest Rate
	_____	_____

**\*Variable Rate = 91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction) + Margin (Based on basis points).**  
**Example: If 91 Day US T-Bill effective rate is 1.2% and basis points are 0.5, the variable rate is 1.7%**

**Certificates of Deposit - Variable Interest Rate  
 (91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction))**

	less than \$100,000	more than \$100,000
1. Maturity 7-29 days	+_____basis points	+_____basis points
2. Maturity 30-59 days	+_____basis points	+_____basis points
3. Maturity 60-89 days	+_____basis points	+_____basis points
4. Maturity 90-179 days	+_____basis points	+_____basis points
5. Maturity 180 - 1 year	+_____basis points	+_____basis points
6. Maturity over 1 year	+_____basis points	+_____basis points

<b>Money Market</b>	Balance Required	Variable* Interest Margin
	_____	_____
	_____	_____
	_____	_____
	_____	_____

**\*Variable Rate = 91 Day US T-Bill Effective Rate (as determined by latest T-Bill Auction) + Margin (Based on basis points).**



		YES	NO	DOLLAR AMOUNT OF FEE
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<b>3) Automated Wire Transfers:</b>	Incoming	_____	_____	_____
	Outgoing	_____	_____	_____
	Repetitive	_____	_____	_____
	Non-Repetitive	_____	_____	_____
<b>4) Manual Wire Transfer:</b>	Incoming	_____	_____	_____
	Outgoing	_____	_____	_____
	Repetitive	_____	_____	_____
	Non-Repetitive	_____	_____	_____

The Bank will provide a schedule of all cutoff times for incoming and outgoing wire transfers, and contact information for Wire Department.  
 Comment:

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<b>5) Automated ACH Service Transfers:</b>	<b>Incoming</b>	_____	_____	_____
	Outgoing	_____	_____	_____
	Computerized	_____	_____	_____
	<b>Returned ACH</b>	_____	_____	_____

**The Bank will provide a schedule of all cutoff times for incoming and outgoing ACH service transfers.**  
 Comment:

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		YES	NO	DOLLAR AMOUNT OF FEE
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<b>6) Inter-Bank Account Transfers:</b>	Repetitive	_____	_____	_____
	Non-repetitive	_____	_____	_____
	Computerized	_____	_____	_____

Comment:

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<b>7) Account Maintenance on Checking Accounts:</b>	_____	_____	_____
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Comment:

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<b>8) Furnish deposit slips, deposit books and endorsement stamp:</b>	_____	_____	_____
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<b>9) Night depository services, including bags:</b>	_____	_____	_____
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<b>10) Stop payments issued:</b>	_____	_____	_____
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Comment:

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<b>11) Overdrawn Accounts:</b>	_____	_____	_____
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<b>12) Returned Items:</b>	_____	_____	_____
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	YES	NO	DOLLAR AMOUNT OF FEE
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13) Deposit Correction Items \_\_\_\_\_

14) Account Reconciliation, per Acct.: \_\_\_\_\_

    Paid Items File, per Acct.: \_\_\_\_\_

    Check Sort Account (checks) \_\_\_\_\_

Comment:

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15) Allow eligible money market mutual Funds from the Bank's portfolio of US Government obligations on a monthly basis: \_\_\_\_\_

Comment:

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16) Computer telecommunications link from which Nueces County accounts will be monitored by only authorized individuals in the District Clerk, County Clerk and Tax Collector-Assessor Offices: \_\_\_\_\_

Comment:

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	YES	NO	DOLLAR AMOUNT OF FEE
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17) **Controlled Disbursement Accounts:** \_\_\_\_\_

18) **Positive Pay/ACH Debit Block:** \_\_\_\_\_

Comment:

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19) **Zero-Balance Accounts:** \_\_\_\_\_

Comment:

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20) **Courier Service once a day:** \_\_\_\_\_

Comment:

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21) **Contingency Plan of Action in the event electronic services, ACH in particular, are interrupted for an indefinite period of time:** \_\_\_\_\_

Comment:

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**22) Describe your type of data recovery for emergency or catastrophic events:**

Comment:

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**23) Payment for Services:**

**THE COUNTY ELECTS TO PAY FOR SERVICES BY CHECK ON A QUARTERLY BASIS.**

The County requests that the Bank bill and accept check payment for services at the unit prices indicated in the previous sections. If the County elects to pay the bank for services, each account billing will be presented quarterly in hard copy with charges being on a straight fee basis with account balances not being a factor in deciding the fees that are due.

**24) Other Options:**

Nueces County will consider other application options such as no fee for services, as appropriate, that the Bank may propose.

**25) 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.**

<b>Service:</b>	<b>Fee/Unit</b>
<hr/>	<hr/>
<b>TOTAL (Average monthly charges for all services)</b>	<b>\$</b> <hr/>

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

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

Name and address of Applicant:

All Unsigned Applications will be Disqualified

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

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone No:

\_\_\_\_\_

**APPLICATION FOR COUNTY & DISTRICT CLERK  
COURT REGISTRY FUNDS DEPOSITORY CONTRACT**

The paid up capital stock of the Bank is \$\_\_\_\_\_, and the permanent surplus of the Bank is \$\_\_\_\_\_. A certified cashier's check for \$35,306.44 made payable to Nueces County accompanies this application and is tendered under the terms of the law (Local Government Code, Section 117.021) and these specifications.

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

\_\_\_\_\_  
(Applicant Bank)

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

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

Received certified cashier's check for \$\_\_\_\_\_ for \_\_\_\_\_.  
(Bank)

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

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

**Nueces County**  
**Average Ledger Balances - Court Registry Funds Depository**  
**Calendar Year 2010**

<u>CAA</u> <u>No.</u>	<u>Account Name</u>	<u>Calendar Year</u> <u>Average Ledger</u> <u>Balance</u>	<u>Calendar Year</u> <u>Average Float</u>	<u>Calendar Year</u> <u>Average Collected</u> <u>Balance</u>
1	District Clerk Non-Interest Registry	\$ 1,755,768.39	\$ 2,967.68	\$ 1,752,800.71
28	District Clerk - District & County Registry	2,293,736.62	16,918.74	2,276,817.88
29	District Clerk - Old County Registry	3,011,783.51	16,533.52	2,995,249.99
		<b>\$ 7,061,288.52</b>	<b>\$ 36,419.94</b>	<b>\$ 7,024,868.58</b>

In compliance with Local Government Code Sec. 117.021, the County Trust Accounts will be designated as non-interest bearing accounts.

**Nueces County**  
**Banking Services - Court Registry Fund Accounts**  
**Fiscal Year Ended September 30, 2010**

<b>AFP</b>	<b>AFP CODE</b>	<b>Service Description</b>	<b>Volume</b>	<b>Unit Price</b>	<b>Total Cost</b>
<b>00</b>	<b>00</b>	<b>BALANCE AND COMPENSATION</b>			
<b>00</b>	000076	Interest Expense		454.0200	454.02
<b>00</b>	0099	FDIC Assessment		0.0000	0.00
<b>00 Total</b>					454.02
<b>01</b>	<b>01</b>	<b>GENERAL ACCOUNT SERVICES</b>			
<b>01</b>	010000	Account Maintenance	-	4.0000	0.00
<b>01</b>	010000	Account Maintenance-2	36	4.0000	144.00
<b>01</b>	010000	Account Maintenance-2	-	15.0000	0.00
<b>01</b>	010000	Debits Posted	1,095	0.0400	43.80
<b>01</b>	010000	Debits Posted	-	0.1400	0.00
<b>01</b>	010101	Credits Posted	296	0.1000	29.60
<b>01</b>	010101	Credits Posted	-	0.5000	0.00
<b>01</b>	010110	Deposit Proc-Teller OTC	-	3.2500	0.00
<b>01</b>	010703	Statements Rendered	36	2.0000	72.00
<b>01</b>	010703	Statements Rendered	-	3.0000	0.00
<b>01</b>	019999	Special Signature Req-Base Fee	36	2.0000	72.00
<b>01</b>	019999	Special Signature Req-Base Fee	-	3.0000	0.00
<b>01</b>	019999	Special Signature Req-Items	1,093	0.0300	32.79
<b>01 Total</b>					394.19
<b>10</b>	<b>10</b>	<b>DEPOSITORY SERVICES</b>			
<b>10</b>	100012	Plastic Bad Deposit	-	0.5500	0.00
<b>10</b>	100013	Partial Bag of Loose Coins	-	4.0000	0.00
<b>10</b>	10001Z	Cash Dep Proc Cash AMT Flat	-	0.0000	0.00
<b>10</b>	10001Z	Cash Dep Proc Cash AMT Per 1000	-	0.2500	0.00
<b>10</b>	100044	Rolled Coin Furnished-COM	-	0.0850	0.00
<b>10</b>	100047	Minimum Change Order	-	5.0000	0.00
<b>10</b>	10004A	Strap Currency Furnished-COM	-	0.5500	0.00
<b>10</b>	100111	Data Processing Supplies	-	0.0000	0.00
<b>10</b>	100220	On US Items	448	0.0300	13.44
<b>10</b>	100222	Local RCPC Items	89	0.0500	4.45
<b>10</b>	100222	Transit Clearing	146	0.0700	10.22
<b>10</b>	102222	Local Statewide Clearing	300	0.0460	13.80
<b>10</b>	100223	11th Fed Country Items	-	0.0700	0.00
<b>10</b>	100224	Other 11th Fed City Items	1	0.0500	0.05
<b>10</b>	100225	Other 11th Fed RCPC Items	27	0.0700	1.89
<b>10</b>	100400	Returned Items	2	1.0000	2.00
<b>10</b>	100402	Returned Items	3	1.0000	3.00
<b>10</b>	100500	Deposit Corrections	-	6.0000	0.00
<b>10</b>	109999	Local City Items	2	0.0400	0.08
<b>10</b>	109999	Items Deposited	-	0.0950	0.00
<b>10</b>	109999	Cash Letter Image-Premium Image	-	0.0600	0.00
<b>10</b>	109999	Cash Letter Image-Standard	-	0.0250	0.00
<b>10</b>	109999	Cash Letter Image-Frost Items	-	0.0200	0.00
<b>10</b>	109999	Cash Letter Image-Enhanced	-	0.0200	0.00
<b>10 Total</b>					48.93
<b>15</b>	<b>15</b>	<b>PAPER DISBURSEMENT SERVICES</b>			
<b>15</b>	150120	Positive Pay Paid Reject Items	-	1.0000	0.00
<b>15</b>	150410	Online Stop Payment	-	5.0000	0.00
<b>15</b>	150420	Stop Payments	-	20.0000	0.00
<b>15</b>	151352	Cash Manager Images	34	0.0500	1.70
<b>15</b>	151353	CD ROM Service-Per Item	21	0.0200	0.42
<b>15</b>	151353	CD ROM Service-Per Disk	-	10.0000	0.00
<b>15 Total</b>					2.12
<b>20</b>	<b>20</b>	<b>DISBURSEMENT RECONCILIATION</b>			
<b>20</b>	200120	Partial Check Reco	1,055	0.8531	900.00
<b>20 Total</b>					900.00

**Nueces County**  
**Banking Services - Court Registry Fund Accounts**  
**Fiscal Year Ended September 30, 2010**

<b>AFP</b>	<b>AFP CODE</b>	<b>Service Description</b>	<b>Volume</b>	<b>Unit Price</b>	<b>Total Cost</b>
<b>25</b>	<b>25</b>	<b>GENERAL ACH SERVICES</b>			
25	250102	ACH Origination-Item	-	0.0400	0.00
25	250110	ACH Monthly Fee	-	10.0000	0.00
25	250120	ACH Addendum Record In/Out	-	0.0500	0.00
25	2502	EPA Monthly Service Fee	-	10.0000	0.00
25	2502	EPA Originator Authorization Fee	-	3.0000	0.00
25	250200	ACH Incoming Debits	-	0.0400	0.00
25	250201	ACH Incoming Credits	-	0.0400	0.00
25	250202	ADD Debit/Credit to ACH File	-	2.0000	0.00
25	250302	ACH Return Item	-	1.0000	0.00
25	250642	ACH Reversals	-	10.0000	0.00
<b>25 Total</b>					0.00
<b>35</b>	<b>35</b>	<b>WIRE AND OTHER FUNDS TRAFERS</b>			
35	350101	Online Wire Out Non-Rep	-	5.0000	0.00
35	350121	Book Transfer Non-Repetitive	-	1.0000	0.00
35	350222	CM Account Transfer	-	0.5000	0.00
35	350300	Incoming Fed Wires	-	4.0000	0.00
35	35041Z	Wire Advices Mailed	-	1.5000	0.00
<b>35 Total</b>					0.00
<b>40</b>	<b>40</b>	<b>INFORMATION SERVICES</b>			
40	40005	Previous Day Reporting Module	-	25.0000	0.00
40	400110	Intra Day Report	36	50.0000	1,800.00
40	400110	Intra Day Report	-	50.0000	0.00
40	400222	Previous Day Reporting	36	15.0000	540.00
40	400222	Previous Day Reporting	-	15.0000	0.00
40	400272	Previous Day Reporting Detail Items	1,391	0.0200	27.82
40	400272	Previous Day Reporting Detail Items	-	0.0300	0.00
<b>40 Total</b>					2,367.82
<b>45</b>	<b>45</b>	<b>INVESTMENT/CUSTODY SERVICES</b>			
45	450020	Custody-Safekeeping Online	-	65.0000	0.00
45	450102	Custody-Fixed Income Receipts	-	0.6000	0.00
45	450111	Custody-Assets Per \$10M BE	-	0.0100	0.00
45	450188	Clearance-Called Bonds	-	10.0000	0.00
45	450404	Custody-Account Statements	-	2.5000	0.00
45	450510	Custody-Monthly Maintenance	-	10.0000	0.00
45	459999	Custody-Interest Payments	-	1.0000	0.00
45	459999	Clearance-Fed Non-ABS/MBS	-	20.0000	0.00
45	459999	Custody-Other	-	10.0000	0.00
45	459999	Custody-Maturity Payments	-	10.0000	0.00
<b>45 Total</b>					0.00
<b>ZZZZZZZ</b>	<b>ZZZZZZZ</b>	<b>MISCELLANEOUS SERVICES</b>			
<b>ZZZZZZZ</b>	000333	Armored Car Services			0.00
<b>ZZZZZZZ Total</b>					0.00
<b>Grand Total</b>					4,167.08