

DEPOSITORY BANK SERVICES AGREEMENT

THIS DEPOSITORY BANK SERVICES AGREEMENT hereinafter called the “Agreement”, is made and entered into on the 9th of November, 2021 by and between the City of Angleton, Texas, hereinafter called the “City”, and First State Bank-Louise a banking association, organized under the law of the United States and authorized by law and properly chartered to do banking business in the State of Texas, hereinafter called the “Bank”, and provides as follows:

1. **Designation of Depository.** The City, through action of the City Council, on November 9, 2021, hereby designates Bank as a primary depository bank for the period beginning November 9th, 2021 and **continuing** through November 8th, 2026.
2. **General.** All services rendered to City by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank’s standard operations, policies, and procedures.
3. **Scope of Services.** Bank agrees to provide those services as described in the City of Angleton, Texas Request for Proposal, Required Services, for Depository Bank Services released on September 27, 2021 hereinafter referred to as the “RFP”. The RFP and Bank’s response to the RFP dated October 19, 2021 hereinafter referred to as the “Application”, are incorporated herein by reference. Bank acknowledges that all services performed by Bank are subject to the approval of City.
4. **City Representatives.** During the term of this Agreement, City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.
5. **Custodian.** City and Bank, by execution of this Agreement, hereby designate the Federal Home Loan Bank Dallas as custodian, hereinafter called “Custodian”, to hold in trust, according to the terms and conditions of this Agreement, the collateral described and pledged by Bank in accordance with the provisions of the Agreement.
6. **Custodian Fees.** Any and all fees associated with Custodian’s holding of collateral for the benefit of City will be paid by Bank and City will have no liability, therefore.
7. **Entire Agreement.** The entire agreement between Bank and City shall consist of this Agreement, City’s RFP (except to the extent Bank took specific exceptions in the Bank’s Application.), Bank’s Application, the Custodial Agreement with Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the “Banking Agreements”), each incorporated by reference as they presently exist and

each listed in governing order of precedence in the event of conflict among the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization.** All funds on deposit with Bank to the credit of City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), City's Investment Policy, and Bank's Application.

If marketable securities are pledged, the total market value of the securities securing such deposits will be in an amount at least equal to the minimum required amount as per City's Investment Policy. The market value of any pledged securities (collateral) will be obtained from non-Bank-affiliated sources. Bank will monitor and maintain the required collateral margins and levels at all times.

Bank has heretofore, or will immediately hereafter, deliver to Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of City deposited with Bank. Custodian will accept said collateral and hold the same in trust for the purpose herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained by Custodian in trust so long as deposits of City remain with Bank. Bank hereby grants a security interest in such collateral to City.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, City may authorize the withdrawal of a specified amount of collateral, and Custodian shall deliver this amount of collateral (and no more) to Bank.

If surety bonds or letters of credit are utilized, City shall agree as to the issuer and form of contract prior to the pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per City's Investment Policy. The termination or expiration of any surety bond or letter of credit shall be a minimum of two (2) business days after City anticipates withdrawing the secured deposit.

9. **Successors.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

10. **Compensation.** City and Bank agree that Bank will not charge any fees for any banking services provided to the City for the performance of all duties and services set forth in the Response to RFP accepted by City, set forth in Attachment A-1 Banking Services Charges.

11. **Consideration.** The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

12. **Counterparts.** The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

13. **Authority to Execute.** The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Banking Agreement in order for the same to be authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

14. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. Brazoria County will be the venue for any lawsuit arising out of this Agreement.

15. **Notices.** Except as may otherwise be specified in the applicable service-level agreements or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Kris Long
Vice President Treasury Management
First State Bank
PO Box 5
Louise, Texas 77455

City: Finance Director
City of Angleton, Texas
121 S. Velasco
Angleton, Texas 77515

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

16. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

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

18. **Continuation.** Unless this Agreement is terminated sooner, Bank's designation as the primary City Depository will remain continuously in effect through November 8, 2026 subject to execution of the extension options if applicable.

Executed by the undersigned duly authorized officers of the parties hereto:

City of Angleton, Texas

Bank

By:

By:

Jason Perez, Mayor

Date:

Date:

ATTEST

ATTEST

By:

By:

FEE SCHEDULES

“Fee Schedules”.

Banking Services

	Fee	Monthly Cost
Account Maintenance	\$0.00	\$0.00
Checks Paid	\$0.00	\$0.00
Deposits	\$0.00	\$0.00
Check Deposits	\$0.00	\$0.00
Cash Deposited	\$0.00	\$0.00
Rolled Coin	\$0.00	\$0.00
Returned Items	\$0.00	\$0.00
Stop Payments	\$0.00	\$0.00
Wire Transfer - Incoming	\$0.00	\$0.00
Wire Transfer - Outgoing	\$0.00	\$0.00
ACH Payroll Processing	\$0.00	\$0.00
ACH Item Processing-Deposits	\$0.00	\$0.00
ACH Items Processing-Debits	\$0.00	\$0.00
Internet Account Access	\$0.00	\$0.00
EFT Payments	\$0.00	\$0.00

Total **\$0.00**