

BANK DEPOSITORY SERVICES AGREEMENT

This Primary Bank Depository Services Agreement (the "Agreement") is made and entered into as of this _____ day of February, 2026 by and between the City of Manor, Texas, a municipal corporation (hereinafter referred to as "Depositor") and SouthState Bank, a State chartered bank and licensed to conduct business in State of Texas (hereinafter referred to as "Bank"). The Depositor and Bank are sometimes referred to herein as the "Parties."

RECITALS:

WHEREAS, Depositor, by statute and charter, is authorized to enter into agreements necessary or incidental to its duties and powers; and

WHEREAS, Depositor and Bank previously entered into that certain Bank Depository Services Agreement (the "Original Agreement") dated January 17, 2019 for Depositor to serve as the depository for Depositor's general fund accounts which expires on March 31, 2026; and

WHEREAS, the Parties desire for Bank to continue to provide banking services under the same or similar terms and conditions as the Original Agreement for another extension period as described herein; and

WHEREAS, Depositor hereby designates the Bank as its primary depository for banking services commencing April 1, 2026, through March 31, 2028.

AGREEMENT:

NOW THEREFORE, in consideration of payments hereinafter stipulated, the parties do hereby agree as follows:

1. **Recitals Incorporated.** The above and foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.
2. **General.** All services rendered to Depositor 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 instruction of Depositor pursuant to Bank's standard operations, policies, and procedures. Depositor agrees to remain in full compliance with the terms and conditions of all executed Banking Agreements and the scope of services outlined in the Primary Depositor's Bank Services RFP during the term of this Agreement and any extensions thereof.
3. **Scope of Services.** Bank agrees to provide those services as described in Bank's Response to Primary Depositor's Bank Services RFP incorporated herein by reference. Bank acknowledges that all such services shall be performed by Bank in compliance with all applicable laws and regulations and, when applicable, subject to the approval of Depositor.

In addition, Depositor and Bank agree to the following terms:

- (a) Account depository account rates will be based on the Fed Funds Target Rate, index source below:
<https://fred.stlouisfed.org/series/DFEDTARU>; and
 - (b) Any new TM Products and Services will be priced at the prevailing Bank price schedule at the time of request.
4. **Term.** The term of this Agreement shall begin April 1, 2026 and expire on March 31, 2028 with option to extend for up to three (3) additional one (1) year periods, including all addenda, schedules, and exhibits provided in the RFP and subject to the same provisions and pricing as RFP.
5. **Continued Performance of Services.** Bank agrees to continue performing the services as designated herein and the RFP.
6. **Depositor Representatives.** Depositor will designate in writing the individual or individuals who are authorized to act on behalf of Depositor with respect to all matters arising under this Agreement, including without limitation issuing instructions, making withdrawals or transfers, and ordering payments. Bank shall exercise reasonable care in accordance with prevailing commercial banking standards when reviewing and acting upon any written or other instruction, direction, order, or communication. Bank may rely upon any such instruction believed in good faith to be genuine and to have been given by the properly designated representative, provided that Bank has exercised such reasonable care in verifying the authenticity and authority of the instruction as required by commercial banking standards. Bank may decline to implement any such instruction, direction or order, even if validly given, when in receipt of conflicting instructions, directions or orders from designated representatives. Bank shall not incur liability, for any action taken or omitted in reliance upon any such instruction, direction, order or other communication, except for its failure to exercise reasonable care in accordance with commercial banking standards, bad faith, gross negligence or willful misconduct.
7. **Termination Provisions Upon Default.** If either Party shall fail in any manner to discharge performance related obligations or any material obligation under this Agreement, the non-breaching Party may, upon providing the breaching Party with sixty (60) days prior written notice and opportunity to cure, terminate this Agreement effective on that date (the "Termination Date"). Any unreasonable delays in the deposit of funds owing to Depositor shall constitute a material breach of contract and the basis for termination by Depositor. If Depositor shall terminate this Agreement for breach of contract by Bank, no fees of any type, other than fees due and payable at the time of termination for services performed, shall thereafter be paid to Bank.
8. **Compensation.** Depositor agrees to pay and Bank agrees to accept as full and sufficient compensation for the performance of all duties and services, as set forth herein, the

Bank's fees and costs for services stated in Bank's response to Primary Depositor's Bank Services RFP. Except as otherwise provided in this Agreement, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services designated in the Bank's Response to Primary Depositor's Bank Services RFP, including services, materials, training, equipment, travel, overhead, and expenses.

9. **Entire Agreement.** The entire agreement between Depositor and Bank shall consist of this Agreement, Bank's standard account agreements, including Signature Card and applicable Disclosures, Primary Depositor's Bank Services RFP (incorporated by reference), Bank's Response to Primary Depositor's Bank Services RFP and the Collateral Security Agreement listed in governing order of precedence in the event of conflict among any of the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. This Agreement may not be amended except by written agreement approved by the City Council of the City of Manor, Texas that is signed by all Parties and dated subsequent to the date hereof.
10. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, notices to Depositor and Bank shall be sent to the addresses set forth below:

Bank: SouthState Bank, N.A.
1011 West 40th Street, Ste 300
Austin, TX 78756
Attn: Ben Richards, EVP/Regional President

Depositor: City of Manor
Attn: City Manager
105 E. Eggleston Street
Manor, TX 78653

With a copy to: The Knight Law Firm, LLP
Attn: Paige H. Saenz/Veronica Rivera
223 W. Anderson Lane, Suite A105
Austin, Texas 78752

Changes to the notice address may be made by either party upon written notice to the other party.

11. **Effective Date.** The Effective Date of this Agreement is April 1, 2026.
12. **Indemnification.** Bank hereby expressly agrees to indemnify Depositor, its officials and employees and its agents and agents' employees, from and against all third-party claims, suits, demands, and causes of action (collectively, "Claims"), and resulting costs, loss, damage and liability of every kind and nature, including reasonable

attorney's fees, costs and expenses (including, but not limited to expenses related to expert witnesses), to the extent that such Claims are based upon or result from any act of gross negligence, willful misconduct, error or omission of Bank in connection with the performance of services under this Agreement. Bank's obligations pursuant to this section with respect to a Claim are subject to the continuing satisfaction of the following conditions: (a) each relevant indemnified party shall promptly advise Bank in writing that its right of indemnification set forth in this section applies or may apply to the Claim; and (b) the party seeking indemnification shall (i) permit Bank, at Bank's sole option and expense, to control the response to such Claim and the defense thereof; (ii) reasonably cooperate with and assist Bank in connection with the defense and/or settlement of such Claim; and (iii) not settle, compromise or otherwise prejudice the defense of such Claim without the prior written agreement of Bank, which may be granted or withheld in Bank's sole discretion. Bank shall have the right to settle or compromise any such Claim for which it has assumed control, provided, however, that Bank shall not cause Depositor to be bound by any equitable or non-monetary remedy without the prior written consent of Depositor, which consent shall be at Depositor's sole discretion. This provision shall survive termination and/or completion of this Agreement.

13. **No Partnership or Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties.
14. **No Third-Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by the Parties and the third party. Absent a written agreement between the Parties and a third party providing otherwise, if a Party defaults with respect to an obligation of that Party under this Agreement, any notice of default or action seeking a remedy for such default must be made by the non-defaulting Party.
15. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Travis County, Texas. Venue shall lie exclusively in Travis County, Texas.
16. **Severability.** Any clause, sentence, provision, paragraph, or section of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or section so held to be invalid, illegal, or ineffective.
17. **Limitation of Liability.** Neither Party will be liable to the other for any indirect, special, incidental, punitive or consequential damages, including lost profits, income or goodwill, regardless of whether or not such Party has been advised of the possibility of such damages, caused by or resulting from any breach of this Agreement or arising out of the performance of this Agreement.

18. **Verifications of Statutory Representations and Covenants.** Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) **Not a Sanctioned Company.** Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) **No Boycott of Israel.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) **No Discrimination Against Firearm Entities.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) **No Boycott of Energy Companies.** Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

19. **Entity Status.** By my signature below, I certify that Bank is a State chartered bank, duly licensed and authorized to transact and do business in the State of Texas.

20. **Acknowledgement.** As a duly authorized representative of Bank, I acknowledge by my signature below that I have read and understand the above paragraphs and that Bank

has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

This Agreement is executed as of the Effective Date provided herein.

[signature pages follow]

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IN WITNESS WHEREOF, we have hereunto set our hands as of the date appearing next to each signature.

CITY OF MANOR, TEXAS,
a municipal corporation

Dr. Christopher Harvey, Mayor

Date: _____

ATTEST:

Lluvia T. Almaraz, City Secretary

SOUTHSTATE BANK,
a State chartered bank

Name: _____

Title: _____

Date: _____

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