

Depository Services Agreement

This agreement as of August 11, 2014, is between the County of Collin, Texas (COUNTY), whose address is 2300 Bloomdale Road Suite 3160, McKinney, Texas 75071, and The American National Bank of Texas (ANBTX), whose principle office for the purpose of this Agreement is located at 720 South Greenville Avenue, Allen, Texas 75002.

I. Purpose – The purpose of this Agreement is to state the terms and conditions under which ANBTX will continue to serve as depository and provide banking services for the COUNTY.

II. Services – ANBTX will perform the services required by the COUNTY as noted in the ANBTX proposal submitted May 5, 2014 (Exhibit A) and Collin County RFP No. 2014-209, County Depository (Exhibit B). All contract terms remain as stated in this proposal with the exception of the items noted below. The parties agree that in the event of any conflict among the documents referenced in this Agreement, the order of precedence shall be as follows: 1) this Agreement; 2) ANBTX proposal submitted May 5, 2014 (Exhibit A); and 3) Collin County RFP No. 2014-209, County Depository (Exhibit B).

- a. Pricing Structure: COUNTY elected Option 2 Compensating Balances of \$32 million, defined below:
 - i. With a monthly average of \$32 million in collected non-interest bearing compensating balances, ANBTX will provide all banking services free of charge.
 - ii. A minimum Public Fund Money Market Rate plus 0.10% on any investment accounts (the total current rate is 0.15%) during the contract period.
- b. Special note:
 - i. If balances do not meet the compensating requirement, all fees listed in the Cost Proposal will apply.
 - ii. The waiver under Option 2 does not cover the following expanded services: Credit Card Services (such as Purchasing Cards, Payroll Cards, Merchant Processing, etc.), Smart Safe, or Safekeeping.
 - iii. Pricing on any new expanded services shall be disclosed prior to implementation.
 - iv. Balances shall not to exceed \$100 million without prior notification and acceptance by ANBTX.

ANBTX shall further provide such banking services related to the scope of this Agreement but not specifically listed herein and at such reasonable prices as may be mutually agreed upon in writing between ANBTX and the COUNTY.

III. Term – This Agreement is effective from August 11, 2014 to May 30, 2018. After the initial period of two (2) years, May 30, 2016, COUNTY or BANK may negotiate new interest rates and financial terms for the renewal term. The contract may be renewed for an additional two (2) year term, through May 30, 2020, and at that time COUNTY or BANK may negotiate new interest rates and financial terms for the renewal term. COUNTY or BANK may choose to terminate the contract if the parties cannot agree upon new interest rates and financial terms after the first two (2) year period upon thirty (30) days written notice.

Both parties further agree that in the event a different bank is selected to provide depository services for the year following the expiration of this Agreement, ANBTX will assist in the transition and provide depository services as the COUNTY may request in the same manner and at the same cost as provided in this Agreement, for a period up to 90 days after the expiration of this Agreement.

The COUNTY or ANBTX may terminate this Agreement with thirty (30) days written notice prior to cancellation and notice must state the reasons for such cancellation.

IV. Notices – Any notices to be given hereunder by either party to the other may be effected, in writing, either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the address of the parties as they appear in the initial paragraph of this Agreement, but each party may change this address by written notice in accordance with this paragraph.

Compliance with Applicable Statutes, Ordinances and Regulations – In performing the services required under this Agreement, ANBTX shall comply with all applicable Federal, State, and local laws, ordinances and regulations.

COUNTY time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by ANBTX and held in trust by its custodian (FHLB – Dallas). ANBTX will maintain pledged balances in an amount equal to at least 102% of the total COUNTY deposits. Such pledges may include letters of credit as allowed by the Public funds Collateral Act. A monthly report will be provided to the COUNTY.

V. Assignments – Neither party shall assign this Agreement or any interest of obligation hereunder without prior written consent of both parties.

VI. Miscellaneous – This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assigned. Any oral representations or modifications concerning this Agreement shall be of no force or effect except through a subsequent modification in writing signed by both parties.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives and successors.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not be construed as if such invalid, illegal or unenforceable provisions had never been contained.

For the COUNTY:

X

Michalyn Rains
2/26/15

Michalyn Rains
Purchasing Agent

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Chris Simpson

Chris Simpson
Senior Vice President, Treasurer

For ANBTX: