

## DEPOSITORY CONTRACT

This Depository Contract ("Contract") is made and entered into by and between JEFFERSON COUNTY, TEXAS, a Texas political subdivision, ("County") whose address is 1149 Pearl Street, Beaumont, Jefferson County, Texas, hereinafter referred to as "County" and ALLEGIANCE BANK, a financial institution chartered under the laws of the Office of the Comptroller of the Currency ("Bank" and/or "Depository") whose address is 55 I-H 10 N, Beaumont, Texas 77707.

### RECITALS

1. County desires to deposit public funds so as to (1) comply with the law, (2) insure the highest degree of safety and security of public funds, (3) insure that all obligations of County are met on a timely basis, with the assistance of reliable, dependable and timely commercial bank services, (4) maximize the total dollars earned by County with interest bearing accounts in order to be prudent and effective custodians of the taxpayer's financial resources, (5) cooperate with a bank that is willing to be attentive to County's money matters and maintain a good working relationship with County, and (6) compensate Bank for services provided; and

2. Bank desires to maintain such deposits and secure public funds under certain specified terms and conditions. In accordance with section 116 of the Texas Local Government Code, Bank submitted its written bid proposal and Best and Final Offer in response to County's request for proposals, and County through its Commissioners' Court accepted Bank's proposal as the Depository for the funds herein stated.

3. The parties agree that in the event of any conflict among the documents reference in this AGREEMENT, the order of precedence shall be as follows: 1) this AGREEMENT; 2) Exhibit A: Best and Final Offer; 3) Exhibit B: Bank's Response to Jefferson County's Formal Request for Proposal for "RFP# 21-007/DC" specific to "Jefferson County Bank Depository Contract"; and 4) Exhibit C: Jefferson County's Formal Request for Proposal, RFP# 21-007/DC, including any, and all Addendums.

In consideration of these purposes and of the mutual covenants and agreements contained in this Depository Contract, it is agreed as follows:

#### 1. TERM.

1.1 Term. This Contract shall commence on December 1, 2021 and remain in full force and effect for a period of four (4) years.

1.2 Option. At termination of the primary term of this Contract, parties shall have the option to extend the Contract for two one-year extensions, under the same terms and conditions provided Bank is not then in default of any term, condition, or covenant in this Contract and provided both parties

agree to an extension.

2. EXCHANGE OF INFORMATION. In performance of this contract, the parties agree that the following individuals may be contacted for information or inquiries:

A. Bank Personnel

<u>Information/Inquiry</u>	<u>Contact Person</u>	<u>Title</u>
Account Executive Transmission	Josh Rodriguez	VP Government Banking
Accounting/Customer Service	Josh Rodriguez	VP Government Banking
Deposit Discrepancies	Josh Rodriguez	VP Government Banking
Processing Procedures	Josh Rodriguez	VP Government Banking
Credit Card Merchant Services	Josh Rodriguez	VP Government Banking
Investments / Pledged Securities	Josh Rodriguez	VP Government Banking

B. County Personnel

<u>Information/Inquiry</u>	<u>Contact Person</u>	<u>Title</u>
General Information	Charlie Hallmark	County Treasurer
Investments, Pledged Securities, Safekeeping	Charlie Hallmark	County Treasurer
Investments, Bookkeeping	Charlie Hallmark	County Treasurer

3. SERVICES AND COSTS.

Allegiance Bank, as such Depository hereby acknowledges itself duly and firmly bound for the faithful performance of all of the duties and obligations devolving by law upon it as such Depository; that all funds deposited with it as such Depository shall be faithfully kept by it as such Depository and accounted for according to law; that with respect to the funds belonging to the County, or under its jurisdiction and control, it will, in accordance with

applicable law, pay on due and proper presentation all checks and drafts drawn upon it as such Depository by the County Treasurer of said County, when sufficient collected funds are on deposit therefore in accordance with applicable law.

### 3.1 Receipt and Safekeeping of Funds:

- 3.1.1 Generally. Bank agrees to receive and safely keep any and all public funds offered for deposit by County and to reimburse and pay same to County, by paying its designated agent, or whoever may be lawfully entitled to receive same upon request. County agrees to pay fees subject to the results of the monthly account analysis, which is more fully described in paragraph 3.4.3.
- 3.1.2 Types of Accounts. Bank shall at all times maintain any and all bank accounts open and held in the name of County, which accounts may include but not be limited to, the following types: checking accounts, and any number of additional accounts necessary by County during the term of this contract.
- 3.1.3 Crediting Deposits. Bank agrees that all deposits, with the exception of Electronic Deposit Service (Check21), including ACH and wire transfers will be credited to County on date of deposit. Electronic Deposit Service (Check21) will be credited on the next business day.
- 3.1.4 Coins. Bank agrees to count and deposit coins as requested by County at no charge.
- 3.1.5 Armored Car Services. While Bank does not provide this service, Bank does agree to a \$1,000 monthly incentive towards County's armored car costs.
- 3.1.6 Safekeeping Services. Bank does not currently offer Safekeeping services but will work with whomever the County chooses to provide this service. Subject to paragraph 3.3.1, Bank agrees to wire funds to the third party depository satisfactory to County upon request by County.

### 3.2 Distribution of Funds.

- 3.2.1 Generally. Bank shall at all times transfer funds upon proper request by County and honor and pay all proper drafts and checks of County. County agrees to pay fees per check paid and for any item returned subject to the results of the monthly account analysis, which is more fully

described in paragraph 3.4.3.

3.2.2 Overdrafts. “Overdraft” as used in this paragraph means that the daily cash balance in all County accounts will be added together and if a negative balance occurs, the County’s account is considered to be overdrafted. Bank agrees to promptly notify the County Treasurer, or his/her designee, by telephone or other means, of the existence of any overdraft situation to enable County to respond to such overdraft before charging for the overdraft. After such notification, County shall have a period of one (1) business day to respond to such overdraft before incurring charges for insufficient funds.

3.2.3 Stop Payment Orders. Bank agrees to honor stop payment orders from County through Bank’s online banking service for fees subject to the results of the monthly account analysis, which is more fully described in paragraph 3.4.3.

### 3.3. Special Transactions.

3.3.1 Wire Transfers. Bank agrees to provide incoming wire services to the County and to provide outgoing wire services for fees subject to the results of the monthly account analysis as described in paragraph 3.4.3. Bank shall notify County of incoming wire transfers and failures of outgoing wire transfers within one (1) hour of the transaction.

3.3.2 Automatic Clearing House. Bank agrees to initiate as well as receive Automatic Clearing House (“ACH”) transactions as requested by County through the Bank’s approved web-hosted application. Bank agrees to notify County of any rejected or returned ACH item generated by County by sending email notifications. County agrees to transmit direct deposit information to Bank using the Federal Reserve standard ACH format through the Bank’s web-hosted application by 4:00pm at least one (1) business day prior to the County’s payday.

3.3.3 Positive Pay. Bank agrees to 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 a designated County employee before checks are paid by the bank.

3.3.4 Remote Deposit. Bank agrees to provide County with Remote Deposit services. County agrees to pay fees subject to the results of the monthly account analysis, which is more fully described in paragraph 3.4.3. Additionally Bank agrees to provide County with a Remote Deposit scanner at no cost.

- 3.3.5 Electronic Data Interchange. Bank agrees to provide ACH addendum information (EDI) through Bank's online banking service.
- 3.3.6 Optical Image. Bank agrees to provide images of statements, checks and deposit slips through Bank's online banking service for fees subject to the results of the monthly account analysis, which is more fully described in paragraph 3.4.3.
- 3.3.7 Credit Card Processing. Bank agrees to provide point of sale service and equipment for electronic banking regarding Visa/MasterCard or similar merchant acceptance as an authorized merchant under Bank.
- 3.3.8 Credit Cards. Subject to receipt and acceptance of County's application and credit approval. Bank agrees to provide County with 5 Active Visa Credit Cards and 10 Standby Emergency Visa Credit Cards issued through First Bankcard.
- 3.3.9 Expedited Services. Bank agrees to expedite transactions involving federal and state checks, letters of credit and wire transfers when known or upon request of County.
- 3.3.10 Services for Employees. Bank agrees to cash, without charge to County or any County employee, such employee's payroll check, whether or not the employee has an account with Bank.
- 3.3.11 Obtaining Change. Bank agrees to make change of coin and currency to County at no charge.

#### 3.4. Recordkeeping.

- 3.4.1 Daily Activities Reports. Bank agrees to provide daily account activity and balances on all accounts of the County through the Bank's online banking service for fees subject to the results of the monthly account analysis, which is more fully described in paragraph 3.4.3. Bank agrees to provide previous day activity information by 8:30 a.m. each morning, which shall include but is not be limited to: 1) account number, 2) ledger balance, 3) collected balance, 4) number of debit and credit transactions 5) itemized debit and credit activity with descriptions and 6) check number, date cleared, and check amount cleared on demand accounts.
- 3.4.2 Monthly Statements. Bank shall keep true and accurate records of all money and funds deposited, debited or credited in any and all accounts of County and shall provide monthly statements for all accounts through Bank's online banking service for fees subject to the results of the monthly account analysis, which is more fully described in

paragraph 3.4.3. The cut-off date for bank statement purposes for all County accounts will be the last working day of each month. Bank will ensure that statements are delivered to County Treasurer within three (3) working days of the cut-off date.

3.4.3 Monthly Account Analysis and Summary. Bank agrees to provide a monthly account analysis and a summary analysis for each and every account of the County, both of which shall list all services, charges per unit and total and activity volume to verify the net service charge or the excess earnings. Bank shall provide to County an earnings credit rate with a minimum of 0.75% for the life of the contract. Service charges shall be charged to County's master account subsequent to notification of County. The schedule of fees for Bank's depository services to County are as follows:

<b>Account Services</b>	<b>Unit Price</b>
Monthly Maintenance	10.0000
Stop Payment	15.0000
Insufficient Funds	15.0000
E-Statements (No Paper)	.0000
Special Handling Return Item	3.0000
Chargeback	3.0000
Collection(s) Domestic	15.0000
Collection(s) International	25.0000
Cashier(s) Check	5.0000
<b>Depository Services</b>	
Checks Written	.1000
Checks Deposited On Us	.1000
Checks Deposited Local	.1000
ACH Credits	.1000
ACH Debits	.1000
Deposit Correction	5.0000
Deposit	.3000

**Information  
Reporting/BEB**

Premium Reporting	35.0000
Web CD Per User	30.0000
Online Stop Payment	10.0000

**ACH Origination Services**

Per Month Fee	25.0000
Per Batch	.0000
ACH Per Item	.1000
Same Day Per Item	1.0000
Per NOC Transaction	3.0000
Per Return Transaction	5.0000
Per Incoming Addenda	.1000
External Transfers	1.0000
ACH Setup Fee	.0000

**Wire Transfer Services**

International Wire Monthly Service	25.0000
Incoming Wire Domestic	6.0000
Outgoing Online Domestic Wire	10.0000
Outgoing Online International Wi	15.0000
Outgoing Domestic Wire	15.0000
Outgoing Wire Email Advice	.0000
Incoming Wire Email Advice	.0000
Wire Setup Fee	.0000

**Remote Deposit Services**

Deposit Express Monthly Service	40.0000
Deposit Express Deposit(s)	.3000
Deposit Express Payment Capture	.0800

<b>Positive Pay Services</b>	
Check Positive Pay Per Module	5.0000
Check Positive Pay Per Account	10.0000
ACH Positive Pay Per Module	5.0000
ACH Positive Pay Per Account	10.0000
Per File Transmission	1.0000
Positive Pay Per Item Keyed	.0500
Positive Pay Payee Match	5.0000
Per Check Positive Pay Exception	3.0000
Positive Pay ACH Exception	3.0000
Fraud Prevention Service Setup F	.0000
<b>Account Reconciliation</b>	
Deposit Recon Per Account	20.0000
Full Account Recon Per Account	25.0000
Partial Acct Recon Per Account	15.0000
Account Recon Per Item	.0500
<b>Coin &amp; Currency Services</b>	
Vault Services	500.0000
Change Order	2.0000
Coin Roll	.0800
Vault Services Setup Fee	.0000



**Sweep Services**

ZBA Monthly Services 10.0000

**Secure File Transfer Protocol**

SFTP Set Up Fee .0000

SFTP ACH File Upload 10.0000

Module

SFTP Per File 5.0000

Transmission WT

SFTP Per File 5.0000

Transmission PP

3.4.4 Cost for banking services not detailed in 3.4.3 that is requested by County, will be negotiated and County will pay for those new services by direct fee payment.

3.4.5 Monthly Account Reconciliation. Bank agrees to provide to County a monthly paid item file for all accounts specified by County and additionally provide a monthly bank statement for all County accounts for fees subject to the results of the monthly account analysis, which is more fully described in paragraph 3.4.3.

3.5 Special Banking - Related Needs and Supplies.

3.5.1 Miscellaneous Needs and Supplies: Bank agrees to provide all supplies including checks, deposit slips, deposit bags, endorsement stamps and color coded supplies at no charge to the County for duration of the contract. This also includes replacement, at no cost, of the remote deposit scanner during the term of the contract.

3.5.2 Processing. Bank agrees to process deposits for fees subject to the results of the monthly account analysis as described in paragraph 3.4.3.

3.6 Modification of Services. Bank agrees that services may also be added as needed by the County, provided however, that cost of new services will be negotiated at the time the new service is added, and any such modification will be evidenced by a written amendment to this contract.

#### 4. EARNINGS ON DEPOSITS

- 4.1 Certificates of Deposit. The Bank agrees to pay County on certificates of deposit at the market rate as of the date of deposit or purchase.
- 4.2 Interest Bearing Checking and Savings Accounts. Interest on checking accounts shall be 0.30% on all balances for the first year of this contract. Subsequent years will be at market rate, currently 0.20% with an increased floor of 0.20% for the life of the contract. Such rate shall be calculated at the end of each month and credited to the County's accounts.
- 4.3 Investments. Bank agrees to assist County upon request, in purchasing investments that comply with the requirements of the Public Funds Investment Act as last amended and County's current investment policies based on the following terms and conditions:
- a. Sweep account. Bank's market interest rate is currently significantly higher than sweep offerings and is fully collateralized offering the County both interest income and security. Due to the current interest rate environment, sweep fees and the interest rate terms provided in Bank's bid response, Bank does not recommend a sweep account at this time. If a sweep account becomes a better option, Bank will inform County.
  - b. Bank will be available to consult with County concerning purchase of individual securities approved for purchase by the Public Funds Investment Act.
  - c. Bank agrees to make its best efforts to provide acceptable investment alternatives to County, but reserves the right to terminate any or all of the investment services described above in the event Bank determines in its sole discretion that continued provision of such investment service is not feasible or advisable.
  - d. Bank agrees to review County's Investment Policy and furnish County with an Acknowledgment and Certification of County's Investment Policy that complies with the Public Funds Investment Act, as amended.

#### 5. SECURITY FOR DEPOSITS

Generally. Bank promises that all funds of County which are on deposit with Bank will be insured by the Federal Home Loan Bank of Dallas, to the extent permitted by law, and secured in compliance with the provisions of the Public

Funds Collateral Act as it presently exists or is hereafter amended, and any other applicable local, state or federal laws, by pledging certain securities as collateral to County. Allegiance Bank, desires to qualify as such Depository by pledging securities with the Commissioners' Court in the amount provided by law under Section 116.058, Local Government Code, specifically Federal Home Loan Bank Letters of Credit and Securities eligible under Texas Government Code, 2257.002 (4)(F). Provided that the market value of securities which the bank is obligated to pledge is never below the total deposits. Once Letters of Credit are issued by the Federal Home Loan Bank on behalf of the Jefferson County, TX the original Letter of Credit will remain in the possession of the County for the duration of the contract. The bank will monitor daily, the balances of all County deposits to ensure adequate collateral coverage per the Texas Public Funds Code 2257. Monthly collateral reports will be provided to the County, if the County requires confirmation of collateral it can be requested of the bank at any time and provided to the County in a timely manner.

Depositor may sell all or any part of such collateral and out of the proceeds thereof, pay Depositor all damages and losses sustained together with any expenses incurred by it of any kind on account of such failure. Collateral may be sold by Depositor at public or private sale provided however that Depository shall have one business day notice of the time and place of the sale, and Depository and Custodian shall have the right to bid at such sale.

When securities pledged hereunder shall be in excess of the amount required under the provisions of Section 116.054, Local Government Code, and other pertinent statutes, the Commissioners' Court shall permit the release of such excess. When the funds on deposit with said Depository Bank shall for any reason increase beyond the amount of security provided, said Bank shall immediately pledge additional securities to the Commissioners' Court hereunder to the end that securities pledged shall at no time be less than the total amount of funds on deposit in the Depository Bank and covered by this Depository Contract.

- 5.1 Recordkeeping. Bank agrees to maintain a separate, accurate and complete record relating to pledged investment securities and transactions related to same, which shall be reported to the County Treasurer or his/her designee at the end of each month or at any time requested by the County Treasurer. This report will reflect the total pledged securities itemized by name, type/description/cusip number, par value, market value at month end, maturity date and rating agency rate, if available.

## 6. INSURANCE REQUIREMENTS

Bank shall procure and maintain for the duration of the contract, insurance in accordance

with the terms hereof. The cost of such insurance shall be paid by the vendor and included in any bids.

6.1 Minimum scope of Insurance

Coverage shall be at least as broad as:

1. Bankers Professional Liability Insurance
2. Financial Institution Bond (Commercial Crime)
3. Cyber Liability

6.2 Minimum limits of Insurance- Bank shall maintain throughout contract limits not less than:

Insurance Type	Limit
Banker's Professional Liability	\$5,000,000 Per Occurrence
Cyber Liability	\$5,000,000 Per Occurrence
Financial Institution Bond (Commercial Crime)	\$1,000,000 Per Occurrence

6.3 Deductibles and self-insured retentions -Any deductible or self-insured retentions must be declared.

6.4 Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

1. Banker's Professional Liability - At all times during the term of this Agreement, Vendor agrees to maintain Banker's Professional Liability Insurance coverage for claims arising from the negligent acts, errors, or omissions for services or operations performed by the Vendor under this Agreement. The Vendor shall ensure both that (1) any policy retroactive date is on or before the date of commencement of the Project; and (2) any policy has a reporting period of at least two years after the date of completion or termination of this Agreement. The Vendor agrees that, for the time period defined above, any changes that reduce coverage will be presented to Campus for review. "Claims made" policy is acceptable coverage which must be maintained during the course of the project and up to two (2) years after completion and acceptance of the project by the County.

2. All Coverages- Bank shall immediately notify County by certified mail, return receipt requested if it suspends, voids, cancels, fails to renew or reduces coverage to any policy required by this contract.

3. Acceptability of insurers- All insurance shall be issued by responsible insurance companies eligible to do business in the State of Texas and having an A.M. Best Financial rating of A- VI or better.

4. Verification of Coverage-Bank shall furnish the County with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be submitted on a form approved by the Texas Department of Insurance. Certificates of Insurance similar to the ACCORD form are acceptable. County will not accept Memorandums of Insurance or Binders as proof of insurance. The County reserves the right to require complete copies of all required insurance policies at any time.

## 7. GENERAL PROTECTIVE PROVISIONS.

7.1 Periodic Evaluations. County or Bank shall be entitled to a meeting at least once every six (6) months to evaluate the working relationship between the County and the Bank for the purpose of addressing any problems and seeking reasonable solutions.

7.2 No Endorsement. Bank agrees that it will not advertise or publish, without prior written consent of County, the fact that the County has entered into this contract, except as may be necessary to comply with proper request for information from or filing of reports of federal, state, or local governmental agencies.

7.3 Confidentiality. Bank records relating to the County's accounts shall be open to review only by designated County staff members, County appointed or other designated parties during normal business hours. Any request by the public to review such records shall be referred to the County Treasurer on the date of such request, to ensure confidentiality and compliance with this contract and the Texas Public Information Act. Notwithstanding the foregoing, Bank shall allow the audit and review of such records as mandated by the Bank's regulating bodies.

7.4 Force Majeure. In the event that performance by County or Bank of any of its obligations under the terms of the Contract shall be interrupted or delayed by an act of nature, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond the control of the parties hereto, that party shall be excused from such performance of such period of time as is reasonably necessary after such

occurrence abates for the effects thereof to have dissipated.

- 7.5 Nonassignment. This contract may not be assigned by one party without the written consent of the other party; and if assigned, it shall extend to and be binding upon the respective successors and assignees of parties.
- 7.6 Incorporation of County's Request for Proposal and Bank's Bid. County's Request for Proposal and Bank's Bid which are attached hereto as Exhibit C, is incorporated by reference the same as if fully copied and set forth at length, and is binding upon this Contract.
- 7.7 Non-Exclusive Contract. County shall be entitled to contract with other depositories for the deposit or investment of a portion of available public funds.
- 7.8 Conflicts of Interest. Bank agrees to maintain and keep current information on real and potential conflicts of interest between the parties and to disclose such information to the Finance Director of County throughout the term of this Contract in compliance with County ordinance or other law.
- 7.9 Changes in Law. Bank agrees to notify County of any known changes in federal or state law that affect this Contract after execution within ten (10) days of learning of such changes.
- 7.10 Reservation of Rights. The Commissioners' Court of Jefferson County reserves the right to direct the County Treasurer to withdraw any amount of funds of the County, that are deposited with Bank, and that are not required immediately to pay obligations of the County, and invest those funds in direct debt securities of the United States (according to Texas Government Code, Title 10, section 2256).

## 8. TERMINATION.

- 8.1 Any Reason. This contract may be terminated by either party with ninety (90) days written notice to the other party in accordance with paragraph 9.8.
- 8.2 Default. Should Depository at any time fail to pay and satisfy, when due, any check, transfer, draft or voucher lawfully drawn against Depositor's deposits, or commit a material breach of its agreement with Depositor, Depositor shall give written notice of such failure or breach and Depository shall have three (3) business days to cure such failure or breach. In the event Depository shall fail to cure such failure or breach within the three (3) days or should the Depository be declared

insolvent by a Federal bank regulatory agency, or if a receiver is appointed for the Depository (each an event of default), it shall be the duty of the Custodian, upon demand by the Depositor (supported by proper evidence of an event of default) to surrender the collateral to Depositor.

- 8.3 Obligations Surviving Termination. Upon termination of this contract, all finished or unfinished documents, data, studies or reports prepared by Bank, at the option of County, will be delivered to County and become the property of County. All obligations of the parties made or incurred or existing under this contract as of the date of termination with respect to transactions initiated prior to the effective date of termination shall survive such termination, including but not limited to, Bank's obligation to retain duplicates of transaction receipts and credit slips and any continuing obligation of Bank with respect to charge backs.
- 8.4 Reimbursement for Attorney's Fees and Costs. In the event of the breach of any of the covenants, conditions or obligations contained herein by either party, or if it becomes necessary for the non-breaching party to employ attorneys to enforce its rights accruing as a result of such default, the breaching party agrees to pay the other party's reasonable attorney's fees and all costs of court and expenses incurred as a result thereof.
- 8.5 Claims and Remedies. Any termination of this Contract shall not relieve either party from the payment of any sum or sums that are due and payable under this Contract or any claim for damages then or thereafter accruing under this Contract. Any such termination shall not prevent either party from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages under this Contract. All rights, options, and remedies of either party contained in this Contract or otherwise shall be construed and held to be cumulative, and no one of them shall be exclusive of the other; and either party shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Contract. No waiver of a breach of any of the covenants, conditions, or restrictions of this Contract shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction contained in this Contract.

In the event of a Bank failure causing Bank to fail to honor all of the funds deposited with it as County Depository, then in such event, County shall have all rights and duties available at law, including, without limitation, the rights and duties of a secured creditor under Chapter 9 of the Texas Business and Commerce Code.

- 8.6 Venue. Any suit arising out of or in any way connected with this contract shall be tried in Jefferson County, Texas in any court having jurisdiction of the subject matter thereof.
- 8.7 Change of Ownership. If ownership of Allegiance Bank changes, the County at its option may within 90 days of notification or discovery of such change in ownership, cancel or continue the contract. Any such cancellation of this depository contract will become effective immediately upon County notice to the depository bank within 90 days from the date of notification or discovery of change in ownership at the option of County.

## 9. MISCELLANEOUS

- 9.1 Parties Bound. This contract binds, and inures to the benefit of the parties to the contract and their respective successors and assigns.
- 9.2 Texas Law to Apply. This contract is to be construed under Texas law, and all obligations of the parties created by this contract are performable in Jefferson County, Texas.
- 9.3 Legal Construction. If any one or more of the provisions contained in this contract are for any reason held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not affect any other provision of the contract, which will be construed as if it had not included the invalid, illegal or unenforceable provision.
- 9.4 Headings. The article and section headings contained herein are for convenience and reference and are not intended to define, extend or limit the scope of any provisions of this contract.
- 9.5 Amendment. No amendment, modification or alteration of this contract is binding unless in writing, dated subsequent to the date of this contract and duly executed by the parties.
- 9.6 Authority. The Commissioners' Court of Jefferson County by order duly recorded in its minutes, has fully authorized the execution of this contract by the County Judge on behalf of County. Bank represents and warrants that the execution of this contract by its respective officers has been duly authorized and recorded in the minutes of its governing body.
- 9.7 Exhibits. All Exhibits attached hereto are incorporated into the contract by reference.



9.8 Notices. All notices shall be in writing and delivered to the parties at the addresses listed below. Personal hand delivery to an officer authorized to receive notices or the mailing of the notice by registered or certified mail, return receipt requested, postage prepaid, shall be sufficient service. The addresses of the parties for notice purposes shall be as follows, unless notified otherwise in writing:

If to the County:

Jefferson County, Texas  
Jeff Branick, County Judge  
1149 Pearl Street  
Beaumont, Texas 77701

If to the Bank:

Allegiance Bank  
Josh Rodriguez, VP  
55 I-H 10 North  
Beaumont, Texas 77707

With a copy to: Charlie Hallmark, County Treasurer

EXECUTED in duplicate originals on the \_\_\_\_ day of \_\_\_\_\_, 2021 in  
Beaumont, Jefferson County, Texas.

JEFFERSON COUNTY, TEXAS

BY: \_\_\_\_\_  
Jeff Branick, County Judge

ALLEGIANCE BANK

BY: Josh Rodriguez  
Josh Rodriguez  
VP, Senior Government Relationship  
Banking Manager

ATTEST

BY: \_\_\_\_\_  
County Clerk

APPROVED AS TO CONTENT

APPROVED AS TO FORM

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Charlie Hallmark, County Treasurer

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Kathleen M. Kennedy, Attorney

APPROVED AS TO CONTENT

APPROVED AS TO INSURANCE  
REQUIREMENTS

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Patrick Swain, County Auditor

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Kim Isaac, Risk Manager