

March 26, 2021

Brittini Turner
County Treasurer
Hunt County
2507 Lee Street 1st Floor
Greenville, Texas 75401

16,703

FILED FOR RECORD
at 10:20 o'clock P M

APR 13 2021

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

Shaun Franklin
Banking Center President
American National Bank of Texas
5809 Wesley
Greenville, Texas 75402

Dear Ms. Turner:

It is our pleasure to present Hunt County with this proposal. We have served Hunt County since 2015 and nothing would please us more than to continue our partnership. American National Bank of Texas (ANBTX) has what it takes to continue to be an effective and strategic partner to the County.

ANBTX is a true community bank that take the words **relationship** and **commitment** seriously. We want to be your banking partner and offer the below depository contract pricing options for your consideration:

Contract Pricing

Option 1 – Premium Earnings Credit Rate of 35bps

We offer the County a Premium Earnings Credit Rate of .35% on Non-Interest-bearing account balances. *

or

Option 2: Compensating Balances of \$10 million

Maintain a monthly average of \$10 million in Collected Non-Interest-bearing account balances, and ANBTX will provide all banking services free of charge. *

With either option above, on interest bearing accounts such as interest checking, savings or money market accounts, ANBTX offers a rate equal to the current Public Funds Money Market rate plus .20% on any Interest-bearing investment balances for a total current rate of .25%. The ANBTX Public Fund Money Market rate is subject to change, reflecting current market rates.

ANBTX does not charge FDIC/deposit Balance fees.

*Please note that the account analysis service contract options above, do not cover the cost of the following expanded Treasury Management Services offered: Lockbox, Card Services, Smart Safe, Safekeeping, or Merchant Processing services.

ANBTX offers Certificates of Deposits with maturities from 6 Months to 5 years. Interest on time deposits is compounded quarterly and paid at maturity. The rate for CDs will be quoted separately from this bid at the time of CD investment to reflect the current market rates.

Warm regards,



Shaun Franklin
Banking Center President
American National Bank of Texas

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BANK DEPOSITORY AGREEMENT

This Bank Depository Agreement (the "Agreement") is made and entered into this 13 day of April 2021 by and between Hunt County (the "County") and The American National Bank of Texas (the "Bank") a national bank.

Section I Designation as Depository

The County, through action of its Governing Body, hereby designates the Bank as its depository for banking services for a 4- year period commencing May 1, 2021 through April 30, 2025 with one possible two-year extension, if approved by the County Commissioners Court.

Section II Designation of Custodian

The County and Bank hereby designate FHLB-Dallas (the "Custodian") to hold on trust, according to the terms and conditions of the County Request for Proposal, RFP dated March 1, 2021 (the "RFP") and pursuant to a separate Safekeeping Agreement, all securities pledged as depository collateral in accordance with the County's Investment Policy.

Section III Collateral

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, acceptable to the County and in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by the Bank and held in trust by the Custodian in an amount equal to at least 102% of the total of those funds. The Bank will provide a monthly report of the collateral directly to the County.

Such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the County and (b) specifically authorized representatives of the Bank. The Bank shall have the right, with the prior written consent of the County, to substitute or replace, any or all of the pledged securities with collateral acceptable to the County.

Section IV Financial Position

The Bank will provide financial statements audited by its independent auditors including a letter as to its "fair representation" upon request from the County.

Section V Authorized County Representative

For the term of this contract, the County and Bank designate the individuals as listed in the Treasury Management Resolution as authorized to represent and act for the County in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. Any change in these representatives will be made in writing.

Section VI Scope of Services

The Bank's response to the County's RFP, dated March 1, 2021 (the "Response") is incorporated into this Agreement for all purposes, including service charges, time deposit, demand deposit, and loan rates. If any provisions of the Response and this Agreement are in conflict, this Agreement will control.

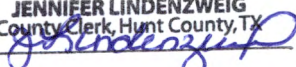
The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor all funds, County-owned securities, property and things of value held as depository.

The County shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The County may arrange for time deposits and Bank may accept such deposits subject to the terms of the Bank's Response.

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

FILED FOR RECORD
at 12:20 o'clock P M

APR 13 2021

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By 

Section VII Contract Consideration

Bank will be compensated for any and all services rendered to the County under this Agreement. Bank agrees to a Premium Earnings Credit Rate of .35% on Non-Interest-bearing account balances. * On interest bearing accounts such as interest checking, savings or money market accounts, ANBTX offers a rate equal to the current Public Funds Money Market rate plus .20% on any Interest-bearing investment balances for a total current rate of .25%. The ANBTX Public Fund Money Market rate is subject to change, reflecting current market rates. Please note that the account analysis service contract options above, do not cover the cost of the following expanded Treasury Management Services offered: Lockbox, Card Services, Smart Safe, Safekeeping, or Merchant Processing services.

Section VIII Default

The Bank shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt", "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

In the event of a default, failure or insolvency of the Bank, the County shall be deemed to have vested full title to all securities pledged under this Agreement. The County is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the County may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the County under this Agreement.

Section IX Non-Assignability

This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

Section X Termination

This Agreement may be terminated by either the County or the Bank by giving ninety (90) days prior written notice to the parties.

Section XI Law Governing

All applicable provisions and requirements of the laws of the State of Texas governing depositories for the County shall be a part of this Agreement.

Section XII Bank Authorization

The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

COUNTY

BANK



Bobby W. Stovall, Hunt Co. Judge

Name and Title

Name and Title

ATTEST:

ATTEST:

