

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §
 §

**FIRST AMENDMENT TO AGREEMENT
FOR DEPOSITORY BANK SERVICES
PURSUANT TO RFP 20-074**

THIS FIRST AMENDMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and **CADENCE BANK** (hereinafter "Bank"), organized and existing under the laws of the State of Texas, hereinafter referred to collectively as the "Parties."

WITNESSETH

WHEREAS, the Parties previously entered into an agreement for Bank to provide depository banking services pursuant to **RFP 20-074** on or about September 22, 2020 (the "Agreement"), which is fully incorporated by reference for all purposes.; and

WHEREAS, the parties desire to extend the agreement, and modify the compensation bank will receive for its services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. **Term.** The term of the Agreement shall be extended through March 31, 2025.
2. **Compensation.** Bank will be compensated for the Services provided under this Agreement at the fee rate per unit for each service set out in the attached Exhibit A: Cadence Bank Best and Final Offer Statement Depository Bank Services Proposal No. R20-074, which Bank submitted in response to RFP 20-074. If there are no fees listed in Exhibit A for a particular service, Bank shall not charge County a fee for that service. If County requests additional services that are not addressed in this Agreement or the fee schedule in Exhibit A, Bank must negotiate an amendment to this Agreement that describes the services and details the fees payable for the additional service before any fees are payable for additional services. Bank agrees to first apply any credit owed to County from

the Earnings Credit Rate stated in Exhibit A against fees owed before issuing a demand for payment for any amount remaining owed after credits are applied.

3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **Understanding, Fair Construction.** By execution of this Amendment, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
6. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

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FORT BEND COUNTY

CADENCE BANK

KP George, County Judge

Loni Johnson

Authorized Agent-Signature

Loni Johnson

Authorized Agent- Printed Name

ATTEST:

SVP

Title

Laura Richard, County Clerk

8/20/24

Date

APPROVED:

[Signature]

Bill Rickert
Fort Bend County Treasurer

Exhibit A: Cadence Bank Best and Final Offer Statement Depository Bank Services Proposal No. R20-074

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the County's obligation under this contract.

Robert Edward Sturdivant, County Auditor

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EXHIBIT A



Cadence Bank Best and Final Offer Statement Depository Bank Services Proposal No. R20-074

Earnings Credit Rate

Cadence Bank is pleased to offer Fort Bend County our above market ECR of **1.00%**. This ECR is calculated on 100% of collected balances with no reserve requirement and will float at 0.50% above our standard managed Earnings Credit Rate for the life of the contract. A floor rate of 0.50% will be in place for Fort Bend County for the life of the contract.

Seized Funds Solution

Cadence Bank has developed a unique solution for any agency within Fort Bend County to bring seized funds to our Williams Tower location or the Cadence Bank Sugar Land location (4647 Sweetwater Boulevard, Sugar Land TX 77479) for verification and deposit.

If Fort Bend County requires a deposit of large amounts of seized coin, these deposits will be made at the Cadence Bank Williams Tower location.

Pricing

- Remote Deposit Capture – Credits – applies to the number of deposits (batches) and not the individual number of RDC checks. Individual checks clear as RDC on-us/transit items (\$0.06/\$0.08 respectively). There are multiple checks in a deposit batch, therefore, greatly reducing the number of RDC credits. Batches include up to 250 checks.
- Return Item Reclear will be \$4.00 per item.

Transition Services

During the transition period from Fort Bend County's previous banking provider to Cadence, the County may request paper statements, manual/special reports or paper items that are outside the scope of what Cadence proposed in the RFP response.

For these items, Cadence reserves the right to charge any applicable fees that are captured below or in the Comprehensive Fee Schedule submitted in Cadence Bank's RFP response:

Exception Statement	3.50
Check Copies	2.50
e-Statement Commercial No Paper	0.00
e-Statement Commercial + Paper	7.00
Statements Daily	7.00
Statements Weekly	7.00
Statements Hold	10.50
Statements Additional	7.00
Statements Special Cutoff	7.00
Research (Per Hour)	20.00
Research Copies (Per Page)	2.50