

#22

STATE OF TEXAS §
 §
COUNTY OF NAVARRO §

DATE: JUNE 1, 2021

DEPOSITORY CONTRACT

WHEREAS, Navarro County, Texas ("the County" or "Depositor"), has published notices asking that sealed bids be submitted to it, prior to the selection of a County Depository, as required by law, said notice stating, among other things, that the depository to be selected should be the depository for County money, money collected and held by the Tax Assessor-Collector pending distribution, money deposited in the several "county funds," as required by Texas statutes, and trust funds in possession of the County and District Clerks of Navarro County, Texas, as required by Chapter 116 of the Texas Local Government Code and other County trust and agency funds, and

WHEREAS, Prosperity Bank, a commercial institution authorized by Charter to do business in the State of Texas, submitted its written bid in response to Navarro County RFP #2021-D-008, Bank Depository Services. The bid was received and opened by the Navarro County Commissioners Court ("Commissioners Court") on April 12, 2021. On May 10, 2021, Commissioners Court awarded RFP #2021-D-008 to Prosperity Bank, thereby designating Prosperity Bank as County Depository and as the depository for the funds hereinabove mentioned, and

WHEREAS, Prosperity Bank hereinafter sometimes referred to as "the Bank" and sometimes as "Depository," hereby accepts said designation as Depository for the public funds hereinabove mentioned, to serve as such for a period of four (4) years commencing on June 1, 2021 and ending sixty (60) days from the time fixed by the law in effect on the Contract commencement date for the next selection of a Depository and desires to qualify as such Depository by pledging with the Commissioners Court such securities as may be permitted by law in lieu of its furnishing a personal bond or surety bonds, the securities thus pledged by said bank to the Commissioners Court to be deposited and held for safekeeping in the manner hereafter provided, and

WHEREAS, Prosperity Bank acknowledges and agrees that, in accordance with Texas Local Government Code §§ 116.021(a)-(c), Commissioners Court shall have the right to negotiate new financial terms and interest rates on this Contract to become effective during the final two years of this Contract's four (4) year term. Prosperity Bank may enter into negotiations with the

County to renew this Contract for an additional two (2) year term commencing June 1, 2025 (the "Renewal Term"), and to negotiate new financial terms and interest rates for that renewal period.

NOW, THEREFORE, in consideration of the premises and for the purposes and upon the conditions herein stated, Prosperity Bank and the County agree as follows, with the recitals above being restated as part of this agreement:

1A. The parties understand and agree that Texas Local Government Code Section 116.021 requires a depository contract of the nature of this Depository Contract that is for a term of four years to allow the County to establish, on the basis of negotiations with Depository, new interest rates and financial terms of the contract that will take effect during the final two (2) years of the four-year contract. The parties agree that, notwithstanding anything else to the contrary in this Agreement, in the event they enter into such negotiations but are unable to come to agreement upon any such new interest rates or financial terms, Prosperity Bank or the County may, at its option, terminate this Agreement upon written notice to the other party without cost or penalty. The parties further agree that, when negotiating to renew this Contract for the Renewal Term, in the event they are unable to come to agreement upon any new interest rates or financial terms for the Renewal Term, Prosperity Bank may, at its option, decline to enter any Renewal Term.

1. The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all duties and obligations devolving by law upon it as such Depository; that all funds accepted by it for deposit 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 pay, on presentation, all checks and drafts drawn upon it as such Depository by the County Auditor and County Treasurer or by competent authority when collected funds are on deposit therefore. The Bank shall use due diligence to collect all checks, drafts and demands for money accepted by it for deposit. All deposits accepted by The Bank pursuant hereto shall be entitled to same day credit if made by The Bank's deadline. The pledge of securities herein mentioned is for the purpose of securing the faithful performance by Bank of its duties as Depository as herein set forth and in accordance with Chapter 116 of the Texas Local Government Code.

2. It is agreed that all suits arising on or under this Depository Contract shall be filed and tried in Navarro County, Texas, in any Court therein having jurisdiction over the subject matter thereof, and this Contract is performable wholly in Navarro County, Texas.

3. This Contract consists of the body of this Depository Contract between the County and the Bank (including all Exhibits and acknowledgments hereto) and the following documents, which are expressly incorporated herein by reference:

- (a) Bank's Response to Navarro County RFP #2021-D-008, dated April 12, 2021, including all worksheets and appendices thereto. Bank's Response and Best and Final Offer dated April 26, 2021 ("Bank's Response");
- (b) Navarro County RFP No. 2021-D-008, including all attachments and exhibits thereto ("the RFP");
- (c) all addenda to the RFP issued prior to execution of this Contract, if any;
- (d) any documents not listed in this Section 3 that the RFP or the body of this Depository Contract expressly identify as incorporated, if any;
- (e) any modifications, amendments and/or addenda executed by the parties in writing after execution of this Contract.

Any inconsistencies between the documents listed in this Section 3 shall be determined using the following order of precedence:

Depository Contract Body
Bank's Response to RFP

4. In keeping with the bid, or application, filed by the Bank with the Commissioners Court, the Bank agrees to pay interest to the County on collected funds accepted for deposit pursuant hereto, as follows:

- (a) on all interest bearing "demand deposits," as that term is defined in Texas Local Government Code § 116.001, the rate of interest shall be at the prevailing rates of the Bank's existing N.O.W., Super N.O.W. or Money Market accounts, in compliance with all F.D.I.C. regulations, and
- (b) on all "time deposits," as that term is defined in Texas Local Government Code § 116.001, the rate of interest shall be the coupon equivalent yield of the nearest comparable maturity for United States Treasury Bills.

5. The Bank agrees to provide and shall furnish to the County all banking services to the County at the stated fees set forth in the bid application and any services not delineated are provided without charge.

6. The Bank agrees to offset monthly service fees against its customary earnings credit for balances in Depositor's transaction accounts; provided, however that if there is insufficient earnings credit against which such fees may be offset, Depositor will be charged for such services, monthly. The Bank's application and Bid for Depository Services, including all exhibits and addenda thereto, is incorporated herein by reference.

7. All funds on deposit with The Bank to the credit of the Depositor in excess of applicable deposit insurance by the Federal Deposit Insurance Corporation (the "FDIC") shall be secured by collateral to ensure Bank's compliance with the Public Fund Collateral Act, Title 10, Chapter 2257 of the Texas Government Code.

8. Intentionally omitted..

9. When the amount of securities pledged pursuant hereto shall be in excess of the amount required under the provisions of Chapter 116 of the Texas Local Government Code and other pertinent statutes, the Commissioners Court or another proper authorized official shall permit the release of such excess and such excess shall thereupon be surrendered to the Bank.

When the funds on deposit with the Bank, pursuant to this Contract shall, for any reason, increase beyond the sum of the amount of applicable FDIC insurance and securities pledged, the Bank shall immediately pledge additional securities as provided herein with the Commissioners Court to the end that securities pledged shall at no time be less than the total amount of such funds on deposit in the Bank less the applicable FDIC insurance and covered by this Depository Contract. In determining the amount of securities pledged and to be pledged pursuant hereto, such securities shall be valued at their market value and not at their face value. After reasonable notice to the Commissioners Court, the Bank shall have the right of substituting other securities for those pledged pursuant hereto, or any part thereof, provided the securities substituted meet the requirements of the law and are approved by the Commissioners Court.

10. The County reserves the right to invest or deposit a portion of its funds in government securities and financial instruments of other financial institutions as allowed by state law covering the investment of County funds.

11. The Bank acknowledges that a qualified representative of the Bank has received and reviewed the County's investment policy and the Bank has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this

authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

12. At all times, the Bank, not being in default hereunder, may collect all maturing interest and other income from the securities and may clip and collect all coupons representing maturing interest on the securities that may from time to time be pledged pursuant hereto; and upon the Bank's request, the Commissioners Court shall surrender such interest coupons or other evidence of interest or other income, when due, upon all securities deposited hereunder.

13.

- a. With respect to the custody and safekeeping of the securities pledged pursuant hereto, it is agreed that all securities now or hereafter so pledged shall be kept in one or more collateral depository accounts with Bank's name for safekeeping at the Federal Home Loan Bank of Dallas(hereafter "Trustee").
- b. The Bank has heretofore or will immediately hereafter deliver to the Trustee(s) collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of Depositor deposited with the Bank exceeding the amount of applicable FDIC insurance. Said collateral or substitute collateral, as hereinafter provided for, will be kept and retained by Trustee(s) in trust so long as the depository relationship between Depositor and the Bank shall exist hereunder, and thereafter so long as deposits made by Depositor with the Bank hereunder, or any portion thereof, shall have not been properly paid out by the Bank to Depositor or on its order. Except as provided in Section 15 relating to default below, the collateral shall be subject only to the joint written instructions of both (a) authorized individuals appointed by County (written notice of such authorized individuals to be given to Trustee and Bank), and (b) specifically authorized officers of Bank (written notice of such authorized officers to be given to Trustee and County).
- c. Income on deposit securities is to be credited as collected to the demand account of the Bank with the Trustee which shall present for collection any deposits as they mature or are called for redemption and hold all proceeds representing principal subject to the instructions of the Commissioners Court or its designated representative and the Bank, as described above, unless Bank is in default. The sole duty of the Trustee is to hold the securities and any cash from maturity principal amount subject to such instructions of the Commissioners Court or its designated representative and the Bank and subject to the County Depository Pledge Contract executed by the parties. All such arrangements for custody and safekeeping of securities shall be without cost to the County; but, any loss, misplacement, theft, injury, or other misappropriation in any manner occurring to such securities or any of them while in safekeeping, as herein provided, shall, as between the County and the Bank, be borne by the Bank and not by the County. In the event any part of the securities pledged pursuant hereto shall be lost, misplaced, stolen, or otherwise misappropriated without the written and authorized consent of the Treasurer and Auditor, the Bank shall forthwith restore the same or its

equivalent with other securities of the kind and character authorized by law to be pledged pursuant hereto.

14. It is the intention and desire of the parties to this agreement that the Trustee will promptly forward to Depositor copies of safekeeping or trust receipts covering all such collateral held as collateral for Depositor's funds and/or public funds including substitute collateral as provided for herein.

15. If the Bank shall faithfully do and perform all the duties and obligations devolving on it by law as the County Depository and shall, upon presentation, pay checks drawn on it against collected funds by both the County Auditor and County Treasurer or another proper authorized official in the case of trust or agency accounts, on "demand deposit," and shall faithfully keep said County funds and account for same according to law, and shall faithfully keep and account for all funds belonging to Navarro County which are accepted by it for deposit under the requirements of Chapter 116 of the Texas Local Government Code and shall include State funds and all funds of governmental agencies authorized by law to be collected by the Tax Assessor-Collector and shall pay the interest at the time and at the rate hereinabove stipulated on "time deposits" and "demand deposits" and shall turn over to its successor all the funds, property and other things of value coming into its hands as Depository, then, in that event, this Contract as to pledge of securities shall, to that extent, become null and void and the securities so pledged shall be returned to the Bank. Bank shall be in default if it fails to pay all or any part of a "collected" demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at the specified maturity date. Bank shall also be in default if ruled "bankrupt," "insolvent," or "failed" by federal or state banking regulators, or if a receiver is appointed for the Bank, In the event of Bank's default, County shall give written notice of such default to the Bank, and then Bank shall have three (3) business days to cure such default. In the event Bank fails to cure such default, County may sell at public or private sale, with or without notice, the securities, or any part thereof and apply the proceeds of the sale to the satisfaction of any indebtedness or other claim arising by virtue of the violation of any, or all, of the conditions of this Contract. Any proceeds over the value of the defaulted amount of the matured investment, including accrued interest, plus reasonable expenses related to the liquidation transaction, shall be returned to Bank. The above provision is given in addition to any remedy the Pledgee may have in any suit brought on this Contract in any court in this State.

16. If the Bank closes and reopens under another name, this Contract will be assigned to that successive bank for all purposes.

17. The pledge of the securities pursuant hereto shall extend to, cover, and secure all funds accepted for deposit pursuant hereto in excess of applicable FDIC insurance.

18. Furthermore, the pledge of the securities pursuant hereto shall extend to, cover and secure all funds of governmental agencies in excess of applicable FDIC insurance authorized by law to be collected by the County Tax Assessor-Collector, which he/she may collect and deposit as authorized by law with the Bank as County Depository.

19. The Bank certifies that no officer or director thereof is a member of the Commissioners Court.

20. This Contract is subject to and incorporates the current laws governing the relationships between counties, depositories and custodians/trustees and related entities as established by the Texas Government Code, Texas Local Government Code and Vernon's Civil Statutes and any amendments or revisions thereto. The Bank warrants and represents that it shall comply with all applicable laws, rules and regulations which govern or apply to this Contract.

21. All notices, demands, or other writings may be delivered by any party hereto to the other, by United States Mail or other reliable courier at the following address:

To Depositor: Navarro County, Texas
 Attention: County Judge
 300 West Third Avenue, Ste 102
 Corsicana, Texas 75110

To Bank: Prosperity Bank
 100 South Main Street
 Corsicana, Texas 75110

To Trustee(s): _____

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

22. The Bank represents that the collateral pledged to Depositor is not otherwise assigned, pledged or encumbered and that no lien, or security interest exists other than the security interest

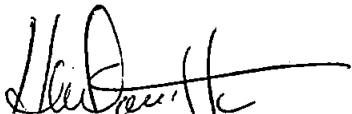
held by the Depositor pursuant to this agreement. Possession of the collateral by the Trustee is intended as perfection of Depositor's security interest therein. Bank warrants that the collateral (in the form and amount required by law) is held by Trustee(s) for the benefit of Depositor and as security for Depositor's funds.

23. The parties agree to comply with all the applicable requirements set forth in the Financial Institution Reform Recovery and Enforcement Act (FIRREA) of 1989, Federal P.L. 101-73.

24. This Contract shall be approved in writing at a meeting of the Bank's Board of Directors or loan committee and documented in the minutes of the meeting.

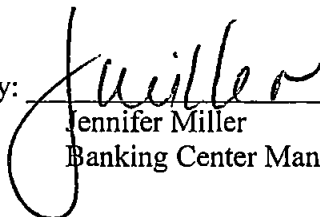
IN TESTIMONY WHEREOF, witness the signatures this 24 day of May, 2021, of the Bank's Officer; and of Navarro County, acting by the through formal approval by the Commissioners Court, and pursuant to the Minute Records of Navarro County, Texas, dated May, 2021.

NAVARRO COUNTY, TEXAS

By: 


Hon. H.M. Davenport, Jr.
Navarro County Judge

PROSPERITY BANK

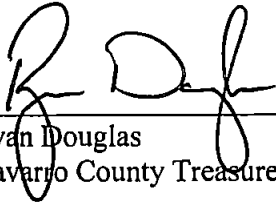
By: 

Jennifer Miller
Banking Center Manager, Corsicana, Texas

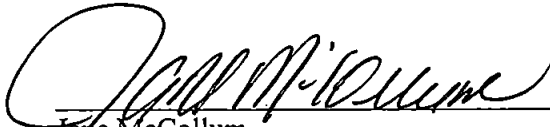
APPROVED AS TO CONTENT:



Terri Gillen
Navarro County Auditor



Ryan Douglas
Navarro County Treasurer



Jane McCollum
Navarro County Chief Deputy Treasurer

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF NAVARRO

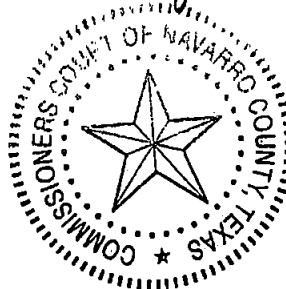
BEFORE ME, on this day personally appeared Honorable H.M. Davenport, Jr.,
County Judge of Navarro County, State of Texas, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that she executed same as the act
and deed of the County of Navarro, State of Texas, for the purposes and consideration therein
expressed, in the capacity therein stated, and as the act and deed of County of Navarro, State of
Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 24 day of May,
2021.

Sherry Howell
Notary Public in and for the
State of Texas

My Commission Expires:

Clerk of the Court



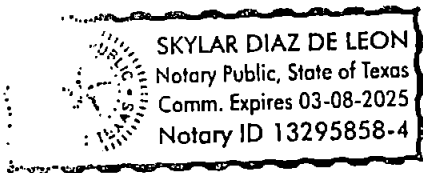
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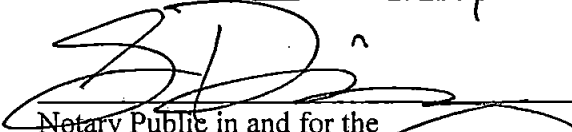
STATE OF TEXAS

COUNTY OF NAVARRO

BEFORE ME, on this day personally appeared **Jennifer Miller, Banking Center Manager, Government Banking, PROSPERITY BANK - (Corsicana, Texas)**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (she) executed same as the act and deed of **PROSPERITY BANK**, a state banking association, for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said state banking association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20th day of May, 2021.




Notary Public in and for the
State of Texas

My Commission Expires:

3-8-2025

COLLATERAL AGREEMENT

STATE OF TEXAS

COUNTY OF NAVARRO

This agreement is made and entered into this 1ST day of JUNE , by and between NAVARRO COUNTY (“Depository Beneficiary”), Prosperity Bank, a state banking association, (“Depository Bank”), and the **Federal Home Loan Bank of Dallas, (“Safekeeping Bank”)**.

WITNESSETH:

WHEREAS, NAVARRO COUNTY and Depository Bank have entered into a Depository Contract dated JUNE 1ST 2021 ; and

WHEREAS, under the provisions of law and the Depository Contract the Depository Bank must secure the deposits by pledging investment securities; and

WHEREAS, the securities pledged by the Depository Bank under the Depository Contract must be transferred to and held by a bank selected for safekeeping; and

WHEREAS, the Depository Beneficiary and the Depository Bank have selected the Federal Home Loan Bank of Dallas as the Safekeeping Bank;

NOW THEREFORE, it is agreed by the parties hereto as follows:

1. Depository Bank hereby places with Safekeeping Bank certain investment securities owned by Depository Bank which are pledged to Depository Beneficiary as security for its deposits with Depository Bank,
2. The Depository Bank may from time to time substitute or place with Safekeeping Bank additional securities which are pledged to Depository Beneficiary. Whenever pledged securities are placed by Depository Bank with Safekeeping Bank, the Safekeeping Bank shall issue original safekeeping receipts within three (3) business days of such placement to the Depository Bank. No security placed with the Safekeeping Bank under this agreement shall be released by Safekeeping Bank except pursuant to the joint instructions of the Depository Beneficiary and the Depository Bank.
3. Securities placed with the Safekeeping Bank shall be under the joint control of the Depository Bank and the Depository Beneficiary. However, in the event the investment officer of the Depository Beneficiary certifies in writing to the Safekeeping Bank with a copy to the Depository Bank that the Depository Bank has failed to perform any of the duties or obligations imposed by the Depository Contract or the depository laws of the State of Texas and said failure has

EXHIBIT: A

continued for three business days, with no attempt on the part of the Depository Bank to rectify the failure after proper notice, then the Depository Bank shall have no further control over the pledged securities and the Safekeeping Bank shall deliver to the investment officer of the Depository Beneficiary all securities deposited hereunder without requiring further authorization, release or direction from the Depository Bank. Further, the Depository Bank does hereby release and discharge the Safekeeping Bank from any liability for the release of the pledged securities to the Depository Beneficiary in accordance with the provisions of this paragraph.

4. Safekeeping Bank agrees to perform all duties hereof and to indemnify the Depository Beneficiary for any reasonable loss, cost, or expense, including reasonable attorney's fees, resulting from its failure to perform the duties imposed upon it by this Collateral Agreement unless such loss can be demonstrated by Safekeeping Bank to have been due to a cause or causes beyond the reasonable control of Safekeeping Bank (such as acts of God, acts of the public enemy, insurrections, riots, explosions, or other cataclysmic events) or to have been caused in whole or in part by the error, dishonesty, omission, fraud, embezzlement, theft or negligence of the Depository Beneficiary, its employees, its officers, its agents, or its directors.
5. Depository Bank agrees to pay all costs or charges imposed on it by Safekeeping Bank for the performance of services provided under this Collateral Agreement.
6. Any suit arising out of or in any way connected with this Collateral Agreement shall be brought in a court of proper jurisdiction in NAVARRO County, Texas.

EXECUTED in multiple originals this 1ST, day of JUNE 2021.

Depository Bank
Prosperity Bank

By: Jenni Fer Miller
Its: Jenni Fer Miller BCU

Depository Beneficiary

By: [Signature]
Its: H.M. Davenport, Jr.

Safekeeping Bank
Federal Home Loan Bank of Dallas

By: _____
Its: _____



PROSPERITY BANK®

RFP No. 2021-D-008

100 S. Main St.
Corsicana, TX 75110

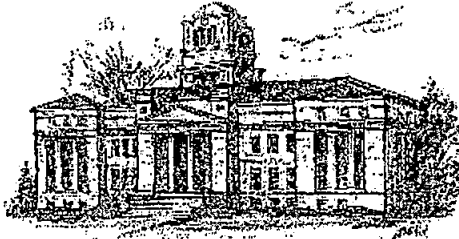
Ph. 903-872-0077

Jennifer Miller, BCM

April 12, 2021

NAVARRO COUNTY

RYAN DOUGLAS
COUNTY TREASURER
Phone: 903-654-3091
E-mail: rdouglas@navarrocounty.org



JANE MCCOLLUM
CHIEF DEPUTY TREASURER
Phone: 903-654-3090
E-mail: jmccollum@navarrocounty.org

Navarro County Courthouse

300 W. 3rd Avenue, Ste. #3, Corsicana, Texas 75110 Fax: 903-875-3391

March 8, 2021

**REQUEST FOR PROPOSAL: RFP NO. 2021-D-008
DEPOSITORY CONTRACT**

The enclosed *Request for Proposal (RFP)* and accompanying *Specifications* are for your convenience in submitting an offer for the contract with Navarro County for Depository Services for a four (4) year period to be awarded at the Commissioners Court regular May term on May 10, 2021 in accordance with the *Texas Local Government Code*, Section 116.021.

Sealed proposals will be received no later than 2:00 p.m., Monday, April 12, 2021.

MARK ENVELOPE: *RFP No. 2021-D-008 DEPOSITORY CONTRACT*

Offeror shall sign and date the proposal submitted. Proposals that are not signed and dated in this manner will be rejected.

Please note that all proposals must be received at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and will be returned unopened.

The contract will be awarded at the Commissioners Court's regular May term, Monday, May 10, 2021, at 10:00 a.m., in the County Courtroom, Basement Floor; Navarro County Courthouse, Corsicana, Texas.

If you have any questions concerning this RFP, please contact the Navarro County Treasurer's Office at (903) 654-3090.

NAVARRO COUNTY, TEXAS
RFP NO. 2021-D-008
DEPOSITORY CONTRACT

GENERAL REQUIREMENTS

By order of the Commissioners Court of Navarro County, Texas, sealed proposals will be received for:

DEPOSITORY CONTRACT

TO PROVIDE the depository services pursuant to Chapter 116 of the *Texas Local Government Code*.

IT IS UNDERSTOOD that under this contract, the County Depository will be allowed to establish, based on negotiation with the County, new interest rates and financial terms of the contract to take effect for the final two (2) years of the contract term, provided:

- New financial terms do not increase the cost to the County by more than 5 percent; and
- The County has the option to choose to use the initial interest rate option or to change to a new fixed or variable option proposed by the bank.

ON EXPIRATION of the initial four-year contract term, this contract may be renewed for two years under terms negotiated by the County and the bank.

IT IS UNDERSTOOD that the Commissioners Court of Navarro County, Texas reserves the right to reject any or all proposals as it shall deem to be in the best interest of Navarro County. Receipt of any proposal shall under no circumstances obligate Navarro County to accept the lowest proposal. The award of this contract will be made to the responsible bank whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of the evaluation factors set forth in this Request for Proposals.

PROPOSALS SHALL include this RFP and all additional documents requested and submitted. Each proposal shall be placed in a sealed envelope, with **the final page manually signed by a person having the authority to bind the bank in a contract** and marked clearly on the outside as shown below. Facsimile transmittals will not be accepted.

TWO (2) COPIES of all proposal documents shall be sealed and submitted as offeror's response not later than 2:00 p.m., Monday, April 12, 2021, to:

Navarro County Judge
300 West Third Avenue, Suite 102
Corsicana, TX 75110

Please mark envelope: **RFP No. 2021-D-008 – Depository Contract**

LATE PROPOSALS: All proposals must be received in the County Judge's Office no later than the time and date shown above. Proposals received after the submission deadline will be considered void and unacceptable and will be returned unopened. Navarro County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the County Judge's Office shall be the official time of receipt.

NAVARRO COUNTY, TEXAS

RFP NO. 2021-D-008

DEPOSITORY CONTRACT

ALTERING PROPOSAL: Any interlineation, alteration or erasure made before the opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or canceled by the offeror without the permission of the County for a period of ninety (90) days following the date designated for the receipt of proposals, and offeror so agrees upon submittal of their proposal.

PROPOSALS WILL BE publicly acknowledged, Monday, May 10, 2021, at 10:00 a.m. in the County Courtroom of the Navarro County Courthouse.

PUBLIC INSPECTION OF PROPOSALS: All proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal and identified by offeror as such.

ADDENDA: Any interpretations, corrections or changes to this RFP and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Navarro County Judge. Addenda will be mailed to all who are known to have received a copy of the RFP. Offerors shall acknowledge receipt of all addenda.

MINIMUM STANDARDS FOR PROSPECTIVE DEPOSITORY: A prospective depository must affirmatively demonstrate their responsibility and meet the following requirements:

1. Depository must be located in Navarro County.
2. Depository must have the ability to pledge securities in the amount provided by law under Section 116.058 of the *Texas Local Government Code*.
3. Depository must have a satisfactory record of integrity and ethics.
4. Depository must be otherwise qualified and eligible to receive an award.

SCOPE OF SERVICES

Services to be provided include, but are not limited to, the following:

General Services

Automatic Clearing House (ACH) activity for all accounts

Overdraft protection for up to two (2) consecutive days on all accounts

Security Required for Funds on Deposit

The bank selected as the depository will be required to provide security for funds held on deposit by the County in accordance with Chapter 116, Subchapter C of the *Texas Local Government Code*.

The County further requires that such securities will be held in the name of Navarro County by a third party approved in advance by Navarro County (ie. the Federal Reserve Bank of Dallas or Federal Home Loan Bank), without expense to the County, under an appropriate contract to be drawn conformably to the requirements of the Depository Law cited above and the Navarro County Investment Policy. The amount of securities so pledged shall be determined by their market value and shall equal not less than 125% of total deposits at all times.

NAVARRO COUNTY

RYAN DOUGLAS
COUNTY TREASURER
Phone: 903-654-3091
E-mail: rdouglas@navarrocounty.org



JANE MCCOLLUM
CHIEF DEPUTY TREASURER
Phone: 903-654-3090
E-mail: jmccollum@navarrocounty.org

April 6, 2021

Re: Addenda to Navarro County Depository Contract RFP: 2021-D008

To: Whom it may concern:

Security Required for Funds on Deposit

The bank selected as the depository will be required to provide security for funds held on deposit by the County in accordance with Chapter 116, Subchapter C of the *Texas Local Government Code*.

The County further requires that such securities will be held in the name of Navarro County by a third party approved in advance by Navarro County (ie. the Federal Reserve Bank of Dallas or Federal Home Loan Bank), without expense to the County, under an appropriate contract to be drawn conformably to the requirements of the Depository Law cited above and the Navarro County Investment Policy. The amount of securities so pledged shall be determined by their market value and shall equal not less than **110%** of total deposits at all times.

Jane McCollum
Chief Deputy Treasurer

NAVARRO COUNTY, TEXAS
RFP NO. 2021-D-008
DEPOSITORY CONTRACT

The depository bank and/or the third-party holding security on county deposits will provide monthly reports to the County Treasurer of the securities pledged and corresponding market value.

Account Services

All funds shall be deposited in interest bearing accounts in order to maximize interest earnings. The Treasurer will specify when there is a need for non-interest-bearing accounts.

All monthly bank statements shall include copies of cancelled checks, deposit slips and other supporting documents in accordance with Section 113.008(a) of the *Texas Local Government Code*.

All charges for printing or other services shall be billed separately from monthly bank statements with prior approval of the County. Responsibility for printing checks for all accounts shall remain with the County.

No charges shall appear on the demand account statements nor be deducted from the account balances. Account maintenance charges, if any, pertaining to such accounts shall be billed separately.

Applicant banks must offer on-line cash management services.

Applicant banks must offer direct deposit services.

Applicant banks must indicate the ability to process positive pay on demand accounts.

Attachment No. 1 to this RFP lists all active accounts and accounts balances as of January 31, 2021.

Investments

An Investment Policy adopted by the Navarro County Commissioners' Court governs all county investments. You will find the County's current Investment Policy as Attachment No. 2 to this RFP.

The County's investments may include any investment in compliance with the Public Funds Investment Act, as limited by the most recently approved Investment Policy. Routine investment transactions will be handled by ACH transfer. Occasionally, transfers will be made by wire.

Other Services

The County may consider other services offered by banks responding to this RFP. Please include descriptive material concerning additional services offered as a separate attachment

NAVARRO COUNTY, TEXAS
RFP NO. 2021-D-008
DEPOSITORY CONTRACT

INFORMATION REQUESTED FROM OFFERER

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the following manner:

Title Page

Include the RFP number and subject, the name of the bank, local address, telephone number, name of contact person and date.

Scope of Work

The Texas Local Government Code Section 116.021(b) states that where the contract for the deposit of public funds is for a four-year or longer term, the contract shall allow the governmental entity to establish, on the basis of negotiations with the bank and the bank's approval, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year or longer contract. In the event that Navarro County and Prosperity Bank are unable to agree upon such new interest rates and/or financial terms of the contract that will take effect during the final two years of the four-year or longer contract, Prosperity Bank shall have the right, at its option, to terminate the depository contract upon written notice to Navarro County without cost or penalty.

Clearly define the scope of services to be provided. Please provide specific responses to the following on the Response to Depository RFP:

Account Maintenance

Images of monthly transaction documents with the monthly bank statement.

All paper checks and deposits are imaged. – Paper statements will be prepared and mailed typically within three business days after the statement cycle date. Online statements are available two business days after the statement cycle date.

Specify fees, if any, to be charged for account maintenance. Describe how these fees will be calculated.

All account maintenance fees and minimum balance requirements are waived.

Specify the fees for items deposited or checks paid on a per item basis, if applicable.

All fees for items deposited or checks paid are waived.

Specify the billing method, and the billing schedule, i.e. monthly, quarterly, for account maintenance fees.

Not Applicable

NAVARRO COUNTY, TEXAS

RFP NO. 2021-D-008

DEPOSITORY CONTRACT

Specify the cash availability policy for deposits. (Same day preferred.)

See Funds Availability Schedule attached

Describe how your bank handles ACH and wire transfers. Specify the time required to post these transactions to account balances.

Web-based Wire Transfer Origination

- *Set up and initiate "one time" or "recurring" wire transfer instructions through our Internet Banking Product. Single-user, multi-user, and/or dual control authorities are allowed with password and dollar-limit restrictions.*

The Internet banking system offers a robust wire transfer product, and the County is encouraged to view the Demo to get a "hands on" feel for what is offered. Wire recipient information may be saved and recalled for future wire events. Dual-controls may be implemented to require an approval process before submitting transfer requests. In the event the online system is unavailable, the County may submit a wire request to the local banking center by fax or telephone. Certain requests submitted manually may require a call-back confirmation. A call-back confirmation PIN process may be utilized to expedite manual wire requests.

For wires submitted online, no paper follow-up is required. For manual wire requests, a call-back confirmation may be required.

The County's incoming wire transfers will be memo-posted throughout the day, and those memo-posts amounts are available in Internet banking. A full incoming wire detail may be faxed or emailed to the County through an automated process if requested.

Wire Initiation Deadlines:

- by telephone: 3:30PM
- Cash Management/Online: 4:00PM

Web-based ACH Origination

- *Originate electronic payroll deposits or payment drafts through our Internet Banking Product*
- *Import NACHA-ready files from third-party software applications, or create payroll or payment databases directly in our products.*

The County will be provided an Administrator ID and Password. The Administrator sets-up the individual users and assigns access rights. If the County utilizes ACH or Wire origination, each user will be provided a security device (VIP soft token) to provide one-time-use-only passwords for each log in event. Users may be set up to allow broad access, or highly restricted access, which may include dual-control access for transaction functions (one user prepares but cannot initiate, while another user can initiate but not prepare).

Per the National Automated Clearing House rules, a payroll credit file must be submitted at least one day prior to the effective date. So for an effective date of Friday the ACH file must be delivered to the Bank through Treasury Center by 5:30 PM the preceding business day. Same Day ACH is also available on a limited basis.

ACH transfers are received and originated through the Federal Reserve Bank. Incoming transactions are posted by effective or settlement date by 9:00 am.

Other Transactions

NAVARRO COUNTY, TEXAS
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DEPOSITORY CONTRACT

Specify the fees, if any, charged for the following transactions:

- Return Item *NO CHARGE*
- Stop Payment *NO CHARGE*
- Bank Transfer Between Accounts *NO CHARGE*
- Wire Transfer *NO CHARGE*
- ACH Transaction *NO CHARGE*

Interest

Indicate the interest rate available to the County and describe how the rate will be calculated.

Indicate how frequently the interest rate may be allowed to adjust to the market rate, but never below the initial interest rate.

Interest Bearing Checking Accounts: Interest would be paid on the net collected balance at our posted NOW account rate as it changes $+ .10\%$ with a floor of $.20\%$ and an APY $.20\%$. This is a variable rate and is subject to change from time to time.

Premier Money Market Account: Interest would be paid on the net collected balance at our posted rates as it changes $+ .10\%$ with a floor of $.25\%$ and an APY $.25\%$. This is a variable rate account and subject to change from time to time.

TRANSACTION LIMITATIONS: Up to 6 debit transactions per month free. Federal regulations restrict the number of checks, drafts, or similar orders to third parties, preauthorized automatic or electronic withdrawals made by computer, telephone, ACH, or other similar device, to six (6) per statement cycle from this account. ATM withdrawals are unlimited under federal regulations but will be included in the item fee charges in excess of 6 per month.

Prosperity Bank reserves the right to accept or decline additional depository funds in the aggregate, in excess of \$50,000,000.

Interest rates on Time Deposits will be at a Prosperity Bank CD rate in effect at the time of purchase for like balance and term of the Time Deposit.

Prosperity Bank does not offer a 7 to 29 day term Certificate of Deposit option. The rate quoted applies to all terms equal to or greater than 30 days.

Prosperity Bank's proposed bid allows for bank deposits only. Sweep arrangements between County deposit accounts at Prosperity Bank are an option Prosperity Bank provides. Sweeps are only offered between internal accounts. Prosperity does not offer sweeps out of the bank or internal repos. Transaction limitations per banking regulations apply to Money Market and Savings accounts. Prosperity Bank does not provide investment advice. Prosperity Bank does not provide sweep services to overnight or other investments outside of the Bank (such as SEC registered money market mutual fund investments).

Funds deposited in registry accounts, trust accounts or styled in a custodial capacity where the County is not the beneficial owner will earn current deposit sheet rates.

NAVARRO COUNTY, TEXAS
RFP NO. 2021-D-008
DEPOSITORY CONTRACT

Security Required for Funds on Deposit

Describe how the bank will ensure that County funds on deposit are collateralized according to provisions described in this RFP.

Prosperity Bank uses Mortgage Back Securities for our Collateral. Federal Home Loan Bank of Dallas is our third party Safekeeping Bank.

Prosperity Bank maintains internal controls to monitor and maintain the required collateral. If the County is aware of a large transaction that will significantly increase deposit balances, the County will notify the Bank with one day's advance notice to ensure the timely pledging of additional collateral.

Prosperity Bank will continue to collateralize County deposits at 110%.

Monthly pledge receipts can be provided monthly via email or mail.

Investments

Daily investment activity is handled between the bank and local government investment pools or other investment agencies. ACH transfers are made to and from local government investment pools on a frequent basis. Activity with other agencies holding county funds for investment may be handled by ACH or wire transfer, depending on the other agency's capabilities.

Prosperity Bank's proposed bid allows for bank deposits only. Sweep arrangements between County deposit accounts at Prosperity Bank are an option Prosperity Bank provides. Sweeps are only offered between internal accounts. Prosperity does not offer sweeps out of the bank or internal repos. Transaction limitations per banking regulations apply to Money Market and Savings accounts. Prosperity Bank does not provide investment advice. Prosperity Bank does not provide sweep services to overnight or other investments outside of the Bank (such as SEC registered money market mutual fund investments).

General Services

Indicate the availability of the following general services and the costs applicable to each service:

- | | |
|--|------------------|
| • Automatic Clearing House (ACH) activity for all accounts | <i>No Charge</i> |
| • Overdraft protection for up to two (2) consecutive days. | <i>See Notes</i> |
| • Internet Banking | <i>No Charge</i> |
| • Positive Pay | <i>No Charge</i> |
| • Direct Deposit for Payroll | <i>No Charge</i> |
| • Employee bank accounts | <i>See Notes</i> |

See Fee Schedule Attached

Overdrafts Policy: Overdrafts may be subject to the following

NAVARRO COUNTY, TEXAS
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- a. *Overdraft Item Fee – The Overdraft Item Fee will be waived if offsetting collected balances are on deposit in non-interest-bearing deposit accounts.*
- b. *Accrued Interest Adjustment – If offsetting collected balances are maintained in interest-bearing deposit accounts only, the Overdraft Item Fee will be waived and an interest accrual debit adjustment will be made to the interest-bearing deposit account calculated on the amount and duration of the overdraft.*
- c. *Frequent and Continuous Overdrafts – If overdrafts continue to occur on a frequent basis, Prosperity Bank reserves the right to assess Overdraft Item fees, regardless of compensating balances. Additionally, if an account remains overdrawn for more than one business day, Prosperity Bank reserves the right to assess an Overdraft Interest Charge of which the rate will be equal to the prime rate published in the Wall Street Journal, as it changes.*

All accounts are aggregated for overdraft calculation purposes. Outgoing wires sent by the County during the business day will be processed against collected balances only.

Employee Bank accounts with Direct Deposit or E-Statements will be available at NO CHARGE through our Prosperity @ Work Program.

Describe how and when charges for printing and other extraordinary services will be billed to the County.

Printing and extraordinary items have not been required in the last 26 years and it is not anticipated in the future, however if there are some that are not covered under this proposal the costs will be billed separately to the County at the time of the request.

Other Services

Include descriptive material concerning any additional services offered for the County's consideration with this proposal.

Checks, deposit slips and endorsement stamps will be made available to the County at no cost.

Bank's Application

Pursuant to Section 116.023 of the *Texas Local Government Code*, the bank's response to this RFP must include the following:

- A statement which specifies the amount of the bank's paid-up capital stock and permanent surplus;
*As of December 2020: Capital Stock \$520,000
& Permanent Surplus \$4,803,454,000*
- A statement showing the financial condition of the bank on the date of the response;
*FFIEC Call Report & UBPR Reference
Prosperity Bank IDRSSD #664756, Prosperity Bank Certificate #16835
<https://cdr.ffiec.gov/public/ManageFacsimiles.aspx>*

NAVARRO COUNTY, TEXAS
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DEPOSITORY CONTRACT

Prosperity Bancshares Inc Annual Reports
<http://www.prosperitybankusa.com>

- A certified check for at least one-half percent of the county's revenue for the preceding year. Total revenue for the County's fiscal year ended September 30, 2020 was \$16,362,492.

A cashier's check is enclosed with the bid.

This check is a good-faith guarantee on the part of the bank that, if accepted as the County Depository, it will execute the bond or security required as specified in Chapter 116 of the *Texas Local Government Code*.

The check will be returned immediately to those banks that are not selected as the County Depository.

The check of the successful bank will be returned when evidence is received that security has been pledged as required for the funds to be deposited.

EVALUATION OF PROPOSALS

Proposals will be evaluated using a predetermined method to ascertain which offer best meets the needs of the County as follows:

<u>EVALUATION FACTOR</u>	<u>DESCRIPTION OF AREA EVALUATED</u>
40%	Type and cost of services to be provided
40%	Financial condition of bank submitting proposal
20%	Proven experience and reputation of bank submitting proposal

GENERAL CONTRACT TERM AND ADDITIONAL INFORMATION

The contract under consideration is for Depository Services for a four (4) year period beginning June 1, 2021, in accordance with the *Texas Local Government Code*, Section 116.021. Under this contract, the County Depository will be allowed to establish, based on negotiation with the County, new interest rates and financial terms of the contract to take effect for the final two (2) years of the contract term, provided:

- New financial terms do not increase the cost to the County by more than 5 percent; and
- The County has the option to choose to use the initial interest rate option or to change to a new fixed or variable option proposed by the bank.

NAVARRO COUNTY, TEXAS
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DEPOSITORY CONTRACT

On expiration of the initial four-year contract term, this contract may be renewed for two additional years under terms negotiated by the County and the bank.

The submission of a proposal shall be prima facie evidence that the bank has full knowledge of the scope, nature, quantity and quality of services to be provided, the detailed requirements of the specifications and the conditions under which services are to be provided.

The offeror shall furnish Navarro County such additional information as the County may reasonably require.

Navarro County will not be liable for any costs not included in the proposal and subsequent contract.

Navarro County reserves the right to conduct personal interviews of any or all banks prior to selection. The County will not be liable for any costs incurred by the bank in connection with such interview.

The award of the contract will be made to the bank whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of the evaluation factors set forth in this RFP in accordance with the *Texas Local Government Code*, Chapter 262. Navarro County reserves the right to negotiate a contract with the selected bank.

This proposal, accompanying documents and any negotiated terms, when properly accepted by Navarro County, shall constitute a contract equally binding between the successful bank and Navarro County. No different or additional terms will become a part of this contract without first being approved by the Commissioners Court.

Any material that is to be considered confidential in nature must be clearly marked as such and will be treated as confidential by Navarro County to the extent allowable under the Open Records Act.

No public official of Navarro County shall have any interest in this contract, in accordance with the *Texas Local Government Code*, Chapter 171.

The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, elected or appointed official or agent of Navarro County.

The offeror shall provide with this proposal response, all documentation required by this RFP. Failure to provide this information could result in rejection of the proposal.

This agreement shall be governed and construed according to the laws of the State of Texas and is performable in Navarro County, Texas.

Navarro County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Navarro County reserves the right to terminate the contract immediately in the event the successful bank fails to perform in accordance with the accepted proposal.

NAVARRO COUNTY, TEXAS

RFP NO. 2021-D-008

DEPOSITORY CONTRACT

Breach of contract or default authorizes the County to award to another bank, retain services elsewhere and charge the full increase in cost to the defaulting bank.

Any notice provided by this proposal (or required by law) to be given to the successful bank by Navarro County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Corsicana, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bank at the address so provided; however, this shall not prevent the giving of actual notice in any other manner.

The successful bank shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent and approval of the Navarro County Commissioners Court.

Any questions concerning this RFP should be directed to the County Treasurer's Office, (903) 654-3090.

Date: April 12, 2021



Jennifer Miller, BCM
Prosperity Bank

NAVARRO COUNTY, TEXAS
 RESPONSE TO DEPOSITORY RFP
 RFP 2021-D-008

	Response	Explain
General Services		
ACH Activity	N/C	INCOMING & OUTGOING ACTIVITY
Overdraft Protection	*	* See Notes in bid
Internet Banking	N/C	
Positive Pay	N/C	
Direct Deposit	N/C	
Security Required for Funds on Deposit		
Market Value @ of Deposits (125% min)	110%	Percentage amended
Monthly Pledged Security Report	N/C	Available via email or mail
Interest		
Current Rate Available	See bid	See bid
Interest Rate Calculation	-	See bid
Account Maintenance		
All Items Returned with Monthly Statement	-	IMAGES PROVIDED
Fees - Interest Bearing Accounts		
Minimum Balance Required per Account	NONE	
Monthly Maintenance Fee	N/C	
Deposits (per item)	N/C	
Checks Paid (per item)	N/C	
Separate Billing for Account Maintenance	N/C	
Fees - Zero Balance Accounts		
Minimum Balance Required per Account	NONE	
Monthly Maintenance Fee	N/C	
Deposits (per item)	N/C	
Checks Paid (per item)	N/C	
Earnings Credit (offsets fees above)	N/C	
Separate Billing for Account Maintenance	N/C	
Investments		
ACH Transfers	N/C	
Posting Interval	DAILY	
Fees for Other Transactions		
Return Item	N/C	
Stop Payment	N/C	
Bank Transfer Between Accounts	N/C	
Wire Transfer - Incoming	N/C	
Wire Transfer - Outgoing	N/C	
ACH Transactions (debit/credit)	N/C	
Additional Services		
Free Deposit Slips	N/C	
Internet Banking	N/C	
Safety Deposit Box	N/C	One box
Cashier's Checks	N/C	
Account Printouts	N/C	
\$\$ Toward Check Printing and Supplies	N/C	
Free Personal Checking for County Employees	YES	PROSPERITY@WORK PROGRAM

Note: RESPONSE TO DEPOSITORY RFP (p. 10) should be included in Offer's proposal.

N/C = NO CHARGE

Fee Schedule Navarro County
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Prosperity Bank
 2021-2024

Provide a price schedule for all services and include any one-time charges or set-up fees.

Amended

Service	Unit Basis	Est. Vol.	Unit Bank Charge	Explanatory Notes, if applicable
Account Deposit Services				
Master Account Maintenance Fee	Per account		N/C	N/C = NO CHARGE
Subsidiary Account Maintenance	Per account		N/C	
Money Market Account Maintenance Fee	Per account		N/C	
Interest Bearing Accounts Maintenance Fee	Per account		N/C	
ZBA Accounts Maintenance Fee Master	Per account		N/C	
ZBA Accounts Maintenance Subsidiary	Per account		N/C	
ZBA Account Transfers	Per item		N/C	
Investment Sweep - master account	Per account/mo		N/C	
Investment Sweep - Subsidiary accounts	Per account/mo		N/C	
Debits Posted	Per item		N/C	
Credits Posted	Per item		N/C	
Automated Services - Balance & Detail				
If Services are Bundled:				
Bundled Balance & Activity Reporting	Per month		N/C	
Monthly Maintenance	Per month/account		N/C	
Detail Item Fees	Per item		N/C	
If services are Un-Bundled (by Module)				
Balance Reporting Module Maintenance	Per account		N/C	
Daily Balance Reporting	Per account		N/C	
Previous day Reporting	Per account		N/C	
Previous Day Dr/Cr Items	Per item		N/C	
ACH Module Maintenance	Per account/overall		N/C	
ACH Detail	Per item		N/C	
Reconciliation Module Maintenance	Per account/overall		N/C	
Recon detail	Per item		N/C	
Stop Pay Module Maintenance	Per account/overall		N/C	
Stop pay item	Per item		N/C	
Wire and Internal Transfer Module Maintenance	Per account/overall		N/C	
Addenda reporting	Per item		N/C	
Positive Pay Module	Per account/mo		N/C	
PP Detail	Per item		N/C	
Detail Transactions - All modules	Per item		N/C	
Deposits				
Commercial Account Maintenance	Per account		N/C	
Banking Center Deposits	Per item		N/C	
Night Drop Deposit	Per item		N/C	
Items Deposited			N/C	
Items deposited	Per deposit		N/C	
On-us Items	Per item		N/C	
Local Items	Per item		N/C	
Local Fed/RCPC Clearing	Per item		N/C	
City Items (in state)	Per item		N/C	
Other State Items	Per item		N/C	
11th Fed Country Items	Per item		N/C	
Other 11th Fed RCPC Items	Per item		N/C	
Transit Item Clearing	Per item		N/C	
Encoding Charge	Per item		N/C	
Cash Vault				
Cash Vault Base Fee Processing Fee	Per item		N/C	
Standard Deposit Vault	Per deposit		N/C	
Standard Deposit Note Vault	Per deposit		N/C	
Currency Deposits			N/C	
Cash deposited	Per \$\$		N/C	
Strapped currency furnished			N/C	
Currency Wraps Shipped	Per strap		N/C	
Coin Deposits			N/C	

Fee Schedule Navarro County
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Prosperity Bank
 2021-2024

Provide a price schedule for all services and include any one-time charges or set-up fees.

Amended

Service	Unit Basis	Est. Vol.	Unit Bank Charge	Explanatory Notes, if applicable
Safekeeping			Service Not Offered	
Service Monthly Maintenance Custody	Per month			
Clearing Fees				
Securities Received/ Delivered - DVP	Per item			
Safekeeping Fees	Per item			
Custody per Cusip/Holding	Per cusip			
Income Collection to DDA	Per item			
Lockbox				
Set up	One time		\$100.00	
Monthly	Monthly		\$100.00	
Per item processed	Per item		\$0.30	
Per Unprocessable item	Unprocessable item		\$0.30	
Per Photocopy	Per Photocopy		\$0.15	
Per item scanned	per item scanned		\$0.10	
Data Capture: Alpha Characters	Data Capture: Alpha Characters		\$0.08	
Data Capture: Numeric Characters	Data Capture: Numeric Characters		\$0.05	
Web Access, per month, per company	Web Access, per month, per company		\$50.00	
Special Instructions	Special Instructions		Variable	
Stop Pays				
Stop Pays (automated)	Per item		N/C	
Wire Transfers				
Service Monthly Maintenance*	Per month		N/C	
Incoming - domestic Straight	Per item		N/C	
Outgoing - repetitive - automated, domestic	Per item		N/C	
Outgoing - non-repetitive - automated, domestic	Per item		N/C	
Book Transfer Internet Initiated	Per item		N/C	
Wire Advices Faxed/Mailed	Per item		N/C	
OPTIONAL SERVICES REQUESTED				
Remote capture of checks				
One-time set-up or training fees	One time		N/C	
Monthly maintenance	Per month/card		N/C	
Capture and transmission fee from provider	Per item		N/C	
On-us Item	Per item		N/C	
Local Item	Per item		N/C	
Transit Item	Per item		N/C	
RCK Services			Pricing Available Upon Request	
RCK Maintenance	Per account/mo			
RCK Detail	Per items			
Pay/Debit Cards			Pricing Available Upon Request	
Service Monthly Maintenance	Per month			
Processing and servicing	Per card			
Implementation fee	One time			
Initial system design and development	One time			
Enrollment	Per card			
Corrections	Per item			
Employee Charges				
ATM Cash Withdrawal - On-us	Per item			
ATM Cash Withdrawal - non-bank	Per item			
Cash Advance OTC	Per item			
ATM Balance Inquiry	Per item			
Overdraft Fee	Per item			
Lost/stolen replacement fee	Per card			
Standard reporting	Per item			

Fee Schedule Navarro County
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Prosperity Bank
 2021-2024

Provide a price schedule for all services and include any one-time charges or set-up fees.

Amended

Service	Unit Basis	Est. Vol.	Unit Bank Charge	Explanatory Notes, if applicable
Purchasing Cards		Pricing Available Upon Request		
Service Monthly Maintenance	Per month			
Card Issuance Fee	Per card			
Transaction Fee	Per item			
License Fee	Per month			
Rebate on amt purchased <\$1mm				
Merchant Card Services		Pricing Available Upon Request		
Fees				
One-time set up fee				
Application fees: First location				
Locations 2-5				
Locations >5				
Annual fee / Monthly Maintenance fee	Per month/location			
Monthly Statement Fee	Per month			
Supply fee	Per month			
Minimum processing fee				
Internet Set-up fee	Per location			
Credit Card Processing fees	Per item			
VISA CPS-2 Interchange	%			
Association	%			
Visa fee	\$			
Bank fee	\$			
MC Merit.III Interchange	%			
Association	%			
MC fee	\$			
Bank fee	\$			
Visa Check Card Interchange (Signature)	%			
Association	%			
Visa fee	\$			
Bank fee	\$			
MC Debit Card Interchange (Signature)	%			
Association	%			
MC fee	\$			
Bank fee	\$			
Debit Card Processing MC/Visa				
Authorization Fees				
Voice authorizations				
Address verification				
Terminal Authorizations				
MC Electronic authorization				
Discover Electronic authorization				
AmEx Electronic authorization				
Processing Fees				
Chargeback processing				
Batch settlement fee				
Transmission Fee	Per item			
Transmission - Item	Per item			
Supplies				
Checks, Deposit Slips	Per order		N/C	
Endorsement Stamps	Per stamp		N/C	

Fee Schedule Navarro County
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Prosperity Bank
2021-2024

Provide a price schedule for all services and include any one-time charges or set-up fees.

Amended

Service	Unit Basis	Est. Vol.	Unit Bank Charge	Explanatory Notes, if applicable
Full bag - loose coin			N/C	
Partial bag of loose coin			N/C	
Rolled Coin Furnished	Per roll		N/C	
Minimum Change Order			N/C	
Branch Order Processing	Per Order		N/C	
Branch Per Deposit	Per Deposit		N/C	
Branch Coin Shipped	Per Shipment		N/C	
Change Order	Per item		N/C	
Deposit Corrections	Per item		N/C	
Return Item - Per overdraft item	Per item		\$35.00	
Return Items Return and Reclear	Per item		N/C	
Charge-backs	Per item		N/C	
Return Check Notice Fax	Per item		N/C	
Return Check Notice Internet	Per item		N/C	
ACH Processing				
Service Monthly Maintenance (Base) Fee	Per month/account		N/C	
ACH Transactions Originated	Per item		N/C	
Debits originated	Per item		N/C	
Credits Originated	Per item		N/C	
Electronic Credit Received/Posted	Per Item		N/C	
Electronic Debit Recived/Posted	Per item		N/C	
Electronic Originated Addenda	Per item		N/C	
ACH Return Items	Per item		N/C	
Return Notification	Per Item		N/C	
Deletions or Reversal Charges	Per item		N/C	
Transmission	Per file		N/C	
Fraud Filter - Review - Base Fee	Per month		N/C	
Fraud Filter - Review - Per Item	Per item		N/C	
Reports - by Fax	Per item		N/C	
Positive Pay				
Service Monthly Maintenance (Base) Fee*	Per account or mo		N/C	
Positive Pay Item	Per item		N/C	
Per item charge with Partial Recon	Per item		N/C	
Per item charge with Full Recon	Per item		N/C	
Per item without recon services			N/C	
Transmission - File Transmission	Per item		N/C	
Imaging				
Imaging Maintenance	Per month		N/C	
CD Rom Service - Per Item	Per item		Not Offered	
CD Rom Service - Per Disk	Per item		Not Offered	
Reconciliation				
ACH Monthly Maintenance	Per Month		N/C	
Partial Recon Monthly Maintenance	Per Month		N/C	
Partial reconciliation - detail	Per item		N/C	
Full recon monthly maintenance	Per month		N/C	
Full recon detail	Per item		N/C	
Deposit Reconciliation - Mo Maintenance	Per Month		N/C	
Deposit Recon - per detail	Per item		N/C	
Transmissions	Per Transmission		N/C	
Transmission Detail	Per item		N/C	

Fee Schedule Navarro County
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Prosperity Bank
 2021-2024

Provide a price schedule for all services and include any one-time charges or set-up fees.

Service	Unit Basis	Est. Vol.	Unit Bank Charge	Explanatory Notes, if applicable
Partial bag of loose coin			N/C	
Rolled Coin Furnished	Per roll		N/C	
Minimum Change Order			N/C	
Branch Order Processing	Per Order		N/C	
Branch Per Deposit	Per Deposit		N/C	
Branch Coin Shipped	Per Shipment		N/C	
Change Order	Per item		N/C	
Deposit Corrections	Per item		N/C	
Return Item - Per overdraft item	Per item		\$35.00	
Return Items Return and Reclear	Per item		N/C	
Charge-backs	Per item		N/C	
Return Check Notice Fax	Per item		N/C	
Return Check Notice Internet	Per item		N/C	
ACH Processing				
Service Monthly Maintenance (Base) Fee	Per month/account		N/C	
ACH Transactions Originated	Per item		N/C	
Debits originated	Per item		N/C	
Credits Originated	Per item		N/C	
Electronic Credit Received/Posted	Per item		N/C	
Electronic Debit Recived/Posted	Per item		N/C	
Electronic Originated Addenda	Per item		N/C	
ACH Return Items	Per item		N/C	
Return Notification	Per Item		N/C	
Deletions or Reversal Charges	Per item		N/C	
Transmission	Per file		N/C	
Fraud Filter - Review - Base Fee	Per month		N/C	
Fraud Filter - Review - Per Item	Per item		N/C	
Reports - by Fax	Per item		N/C	
Positive Pay				
Service Monthly Maintenance (Base) Fee*	Per account or mo		N/C	
Positive Pay Item	Per item		N/C	
Per item charge with Partial Recon	Per item		N/C	
Per item charge with Full Recon	Per item		N/C	
Per item without recon services			N/C	
Transmission - File Transmission	Per item		N/C	
Imaging				
Imaging Maintenance	Per month		N/C	
CD Rom Service - Per Item	Per item		Not Offered	
CD Rom Service - Per Disk	Per item		Not Offered	
Reconciliation				
ACH Monthly Maintenance	Per Month		N/C	
Partial Recon Monthly Maintenance	Per Month		N/C	
Partial reconciliation - detail	Per item		N/C	
Full recon monthly maintenance	Per month		N/C	
Full recon detail	Per item		N/C	
Deposit Reconciliation - Mo Maintenance	Per Month		N/C	
Deposit Recon - per detail	Per item		N/C	
Transmissions	Per Transmission		N/C	
Transmission Detail	Per item		N/C	

Fee Schedule Navarro County
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Prosperity Bank
 2021-2024

Provide a price schedule for all services and include any one-time charges or set-up fees.

Service	Unit Basis	Est. Vol.	Unit Bank Charge	Explanatory Notes, if applicable
Service Monthly Maintenance	Per month			
Card Issuance Fee	Per card			
Transaction Fee	Per item			
License Fee	Per month			
Rebate on amt purchased <\$1mm				
Merchant Card Services			Pricing Available Upon Request	
Fees				
One-time set up fee				
Application fees: First location				
Locations 2-5				
Locations >5				
Annual fee / Monthly Maintenance fee	Per month/location			
Monthly Statement Fee	Per month			
Supply fee	Per month			
Minimum processing fee				
Internet Set-up fee	Per location			
Credit Card Processing fees	Per item			
VISA CPS-2 Interchange	%			
Association	%			
Visa fee	\$			
Bank fee	\$			
MC Merit III Interchange	%			
Association	%			
MC fee	\$			
Bank fee	\$			
Visa Check Card Interchange (Signature)	%			
Association	%			
Visa fee	\$			
Bank fee	\$			
MC Debit Card Interchange (Signature)	%			
Association	%			
MC fee	\$			
Bank fee	\$			
Debit Card Processing MC/Visa				
Authorization Fees				
Voice authorizations				
Address verification				
Terminal Authorizations				
MC Electronic authorization				
Discover Electronic authorization				
AmEx Electronic authorization				
Processing Fees				
Chargeback processing				
Batch settlement fee				
Transmission Fee	Per item			
Transmission - Item	Per item			
Supplies				
Checks, Deposit Slips	Per order			Customer Pays Bank Cost
Endorsement Stamps	Per stamp			