

RESOLUTION NO. R-3102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, SELECTING AMEGY BANK AS THE PRIMARY DEPOSITORY BANK IN RESPONSE TO RFA NO. 2021-12A FOR THE PROVISION OF DEPOSITORY BANK SERVICES; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS FOR A FIVE YEAR TERM BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2026.

\* \* \* \* \*

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:**

Section 1. Amegy Bank is hereby selected as the Primary Depository Bank in response to RFA No. 2021-12A for the provision of Depository Bank Services.


Section 2. The City Manager is hereby authorized to negotiate and execute, for and on behalf of the City, appropriate documents and/or agreements for a five year term beginning July 1, 2021 and ending June 30, 2026.

Section 3. A copy of said Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 15 day of June 2021.

ATTEST:

APPROVED:

  
\_\_\_\_\_  
Danyel Swint, TMRC, City Secretary

  
\_\_\_\_\_  
Kevin Raines, Mayor





## DEPOSITORY BANK SERVICES AGREEMENT

**THIS DEPOSITORY BANK SERVICES AGREEMENT** hereinafter called the “Agreement”, is made and entered into on the date last herein written by and between the City of Rosenberg, Texas, hereinafter called the “City”, and Amegy Bank, a division of Zion Bancorporation, N.A. a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the “Bank”, and provides as follows:

### **1. Designation of Depository.**

The City, through action of the City Council, on June 15, 2021, hereby designates Bank as a primary depository bank for the period beginning July 1, 2021 and continuing through June 30, 2026.

### **2. General.**

All services rendered to City by Bank under this Agreement shall be performed in accordance with accepted commercial banking standards for public fund organizations and under the overall direction and instructions of City pursuant to Bank’s standard operations, policies, and procedures.

### **3. Scope of Services.**

Bank agrees to provide those services as described in the City of Rosenberg, Texas Request for Application for Depository Bank Services released on April 26, 2021 hereinafter referred to as the “RFA”. The RFA and Bank’s response to the RFA, hereinafter referred to as the “Application”, are incorporated herein by reference. Bank acknowledges that all services performed by Bank are subject to the approval of City.

### **4. City Representatives.**

During the term of this Agreement, City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Agreement and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfer by written instrument.

**5. Custodian.**

City and Bank, by execution of this Agreement, hereby designate Federal Home Loan Bank Des Moines (FHLB) as custodian, hereinafter called "Custodian", to hold in trust, according to the terms and conditions of this Agreement, the collateral described and pledged by Bank in accordance with the provisions of the Agreement.

**6. Custodian Fees.**

Any and all fees associated with Custodian's holding of collateral for the benefit of City will be paid by Bank and City will have no liability therefore.

**7. Entire Agreement.**

The entire agreement between Bank and City shall consist of this Agreement, City's RFA (except to the extent Bank took specific exceptions in the Bank's Application.), Bank's Application, the Custodial Agreement with Custodian, and other such bank service agreements, policies and documents as may be required and approved by the parties (together, the "Banking Agreements"), each incorporated by reference as they presently exist and each listed in governing order of precedence in the event of conflict among the documents. This Agreement supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Agreement may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

**8. Collateralization.**

All funds on deposit with Bank to the credit of City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), City's Investment Policy, and Bank's Application.

If marketable securities are pledged, the total market value of the securities securing such deposits will be in an amount at least equal to the minimum required amount as per City's Investment Policy. The market value of any pledged securities (collateral) will be obtained from non-Bank-affiliated sources. Bank will monitor and maintain the required collateral margins and levels at all times.

Bank has heretofore, or will immediately hereafter, deliver to Custodian collateral of the kind and character above mentioned of sufficient amount and market value to provide adequate collateral for the funds of City deposited with Bank. Custodian will accept said collateral and hold the same in trust for the purpose herein stated. Said collateral or substitute collateral, as hereinafter provided for, shall be kept and retained

by Custodian in trust so long as deposits of City remain with Bank. Bank hereby grants a security interest in such collateral to City.

If at any time the collateral in the hands of Custodian shall have a market value in excess of the required balances, City may authorize the withdrawal of a specified amount of collateral, and Custodian shall deliver this amount of collateral (and no more) to Bank.

If surety bonds or letters of credit are utilized, City shall agree as to the issuer and form of contract prior to the pledge. The amount of surety bonds or letters of credit will be at least equal to the minimum required amount as per City's Investment Policy. The termination or expiration of any surety bond or letter of credit shall be a minimum of two (2) business days after City anticipates withdrawing the secured deposit.

**9. Successors.**

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

**10. Compensation.**

City and Bank agree that any compensation for the performance of all duties and services is set forth in the Application accepted by City. Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

**11. Consideration.**

The Banking Agreements are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

**12. Counterparts.**

The Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

**13. Authority to Execute.**

The individuals executing the Banking Agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing the Banking Agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute the Banking Agreement in order for the same to be authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

**14. Governing Law and Venue.**

This Agreement shall be governed by the laws of the State of Texas. Fort Bend County will be the venue for any lawsuit arising out of this Agreement.

**15. Notices.**

Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Agreement shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

Bank: Amegy Bank  
1717 West Loop South  
Houston, TX 77027

City: City of Rosenberg  
Attn: Finance Director  
2110 4<sup>th</sup> Street  
P.O. Box 32  
Rosenberg, Texas 77471

With Copy To: City Manager

Changes to notice information may be made by either party with written notification to the other party.

**16. Severability.**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

**17. Binding Commitment.**

Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Government Code and Local Government Code, such that all funds deposited with it as depository shall be faithfully kept by it and accounted for according to law.

**18. Continuation.**

Unless this Agreement is terminated sooner, Bank's designation as the primary City Depository will remain continuously in effect through June 30, 2026 subject to execution of the extension options if applicable.

Executed by the undersigned duly authorized officers of the parties hereto:

**City of Rosenberg, Texas**

**Bank**

By: DocuSigned by:  
John Maresh  
ABF764D44ED482...

By: 

Name: John Maresh

Name: Adam Traweek

Title: City Manager

Title: SVP

Date: 06/24/2021

Date: 6/23/21

**ATTEST**

**ATTEST**

By: DocuSigned by:  
Danyel Swint  
B2C8D0D3D02B4E...

By: 

Name: Danyel Swint

Name: Russell Calle

Title: City Secretary

Title: 6/23/2021

**Certificate Of Completion**

Envelope Id: 13A5B180F280484185375C7A61EBE10B	Status: Completed
Subject: Please DocuSign: Depository Bank Services Agreement	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Purchasing Department
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	rosepurchasing@rosenbergtx.gov
	IP Address: 107.1.121.242

**Record Tracking**

Status: Original 6/24/2021 11:43:09 AM	Holder: Purchasing Department rosepurchasing@rosenbergtx.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Rosenberg	Location: DocuSign

**Signer Events**

John Maresh  
jmaresh@rosenbergtx.gov  
City Manager  
City of Rosenberg  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
A8F784D444ED482...  
Signature Adoption: Pre-selected Style  
Using IP Address: 107.1.121.242

**Timestamp**

Sent: 6/24/2021 11:45:44 AM  
Viewed: 6/24/2021 11:48:55 AM  
Signed: 6/24/2021 11:49:17 AM

**Electronic Record and Signature Disclosure:**

Accepted: 6/24/2021 11:48:55 AM  
ID: 8ca2bf13-f265-4f40-954a-af93b83fb191

Danyel Swint  
dswint@rosenbergtx.gov  
City Secretary  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
B2C5D0D3D02B4E6...  
Signature Adoption: Pre-selected Style  
Using IP Address: 107.1.121.242

Sent: 6/24/2021 11:49:18 AM  
Viewed: 6/24/2021 11:50:25 AM  
Signed: 6/24/2021 11:50:55 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/10/2019 6:05:38 AM  
ID: 85b00295-cf7a-4ecb-9d4d-b6e8f40c6e91

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Luis Garza  
lgarza@rosenbergtx.gov  
Assistant Director of Finance  
City of Rosenberg  
Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 6/24/2021 11:50:56 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Blake Skiles tskiles@rosenbergtx.gov Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 6/24/2021 11:50:56 AM Viewed: 6/24/2021 11:51:17 AM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/15/2021 1:33:04 PM ID: 9a7bc0ac-9cf6-4184-8b53-5ffd28a31677		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/24/2021 11:45:45 AM
Certified Delivered	Security Checked	6/24/2021 11:50:25 AM
Signing Complete	Security Checked	6/24/2021 11:50:55 AM
Completed	Security Checked	6/24/2021 11:50:56 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO City of Rosenberg (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO City of Rosenberg:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [rosepurchasing@rosenbergtx.gov](mailto:rosepurchasing@rosenbergtx.gov)

### **To advise Carahsoft OBO City of Rosenberg of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [rosepurchasing@rosenbergtx.gov](mailto:rosepurchasing@rosenbergtx.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Carahsoft OBO City of Rosenberg**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [rosepurchasing@rosenbergtx.gov](mailto:rosepurchasing@rosenbergtx.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Carahsoft OBO City of Rosenberg**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [rosepurchasing@rosenbergtx.gov](mailto:rosepurchasing@rosenbergtx.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Rosenberg as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Rosenberg during the course of your relationship with Carahsoft OBO City of Rosenberg.