

**Board Resolution Extending Depository Contract for Funds
Of Independent School Districts Under Texas Education Code,
Chapter 45, Subchapter G, School District Depositories**

Resolved by the College Station Independent School District Board of Trustees that:
Board of Trustees

BB&T/Truist located at Brazos
(Name of Depository Bank) (Name of County)

County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code, and College Station Independent School District (CDN: 021901) agree to extend this depository
(Name of District)

contract pursuant to Texas Education Code Section 45.205, for an additional two-year term from September 1, 2022 through August 31, 2023. Under Texas Education Code Section 45.205(b), a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. The extension constitutes the parties' Third two-year extension term.
(first, second, third)

Furthermore, under Texas Education Code Section 45.205(c), the contract term and any extension must coincide with the school district's fiscal year.

AGREED AND ACCEPTED on behalf of College Station Independent School District
Name of District

this the 20 day of April, 2021.

Signature of President of School Board

AGREED AND ACCEPTED on behalf of Depository this the _____ day of _____, _____.

Branch Banking and Trust (BB&T)/Truist
Typed Name of Depository

Signature of Authorized Bank Officer

Market President

Title of Authorized Bank Officer

Acknowledgement

Acknowledged before me in _____ County, Texas, on _____, 20____, by

_____, bank officer of the Depository named in the preceding document, for the Depository.

Signature of Notary

(SEAL)

Notary Public in and for _____
County, Texas

BANKING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 29th day of March 2021 ("Effective Date of September 1, 2021"), by and between College Station Independent School District, ("Customer") and Branch Banking and Trust Company, now Truist ("Bank").

WHEREAS, the Request for Proposal ("RFP"), has been released on January 22, 2015 and Bank herein responded to the RFP in writing on February 24, 2015, including any attachments thereto ("Response"), and

WHEREAS, the Customer did, in accordance with the RFP, award the Bank the contract to provide Banking services in accordance with the Response, and the terms and conditions herein.

NOW THEREFORE, it is covenanted and agreed as follows:

1. Response in Agreement – The RFP and Response are part and parcel of this Agreement and the Bank agrees to abide by the terms and conditions of the Response. The entire and integrated agreement between the Customer and the Bank related to the services shall consist of this Agreement, the RFP, and Response. In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Agreement, (2) Response (3) BB&T Treasury Management Agreement, and (4) RFP.
2. Fees – The Customer agrees to pay fees for services per the unit prices submitted in the Response. The Response fees shall be uniform for all accounts maintained by Customer, and to the extent a fee is listed on either the Customer's schedule, such fee shall be applicable. The Bank and the Customer agree that all unit costs shall remain firm for the term of the Agreement and properly notified extensions should Customer elect to extend the Agreement, unless the parties agree differently in writing. Any services for which a fee is not part of the RFP or Response shall be at the Bank's then rate current at the time the services are performed or as otherwise negotiated in writing between the parties before such services are rendered.
3. Reservation to Add Services – The Customer reserves the right to add or reduce any services at any time. Any services for which a fee is not part of the RFP or Response shall be at Bank's then current standard price or as agreed to in writing between the parties before such services are rendered.
4. Specific Provisions: Notwithstanding anything in the RFA and the Response, the following terms and conditions shall apply to this Agreement:

- a. Any indemnification given by the Customer in this Agreement, the RFA, the Treasury Management Agreement, the Commercial Bank Services Agreement or any other agreement shall be subject to Texas Law and where possibly such indemnification shall be waived and replaced with maximum protection to the Bank for losses by Customer, through responsibility or other lesser obligation, but still in compliance Texas Law.
- b. The interest rate shall change from a variable rate of Fed Funds Target rate (currently 0.25%) plus 0.00% to a variable rate of Fed Funds target (currently 0.25%) rate minus (-) 0.05. The Earnings Credit Rate (ECR) will remain at the Fed Fund Target rate plus 0.00% - currently 0.25%. The starting rate will be determined by the then current Fed Fund Target rate.
- c. This agreement shall be in effect from September 1, 2021 through August 31, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. Customer hereby acknowledges receipt of copies of this Agreement and any applicable Attachments and consents to the terms and conditions contained therein.

College Station Independent School District

(CUSTOMER Seal)

By: _____

ATTEST: _____

BRANCH BANKING AND TRUST
COMPANY, now TRUIST

By: _____