

STATE OF TEXAS
COUNTY OF POLK

I, Sydney Murphy, as a member of the Polk County Commissioners Court, make this affidavit and hereby on/oath state the following;

I have a substantial interest in a business entity or real property that may receive a special economic effect that is distinguishable from the effect on the public by a vote or decision of the Polk County Commissioners Court as those terms are defined in Chapter 171 of the Local Government Code. The business entity or real property is:

First State Bank
[name and address of business and/or description of property]

Matthew Neal Murphy, Jr.
["I"] or name of relative and relationship

(have/has) a substantial interest in this business entity or real property for the following reasons (circle all which are applicable):

- (1) the interest is ownership of 10% or more of the voting stock or shares of the business entity;
- (2) the interest is 10% or \$5,000 or more of the fair market value of the business entity;
- (3) funds received from the business entity exceed 10% of _____ (mv/his/her) income for the previous year;
- (4) real property is involved and _____ (i/he/she) (have/has) an equitable or legal ownership with a fair market value of at least \$2,500.

Upon the filing of this affidavit with the Clerk of the Polk County Commissioners Court, I affirm that I shall abstain from any discussion, vote, or decision involving this business entity or real property and from any further participation in this matter whatsoever.

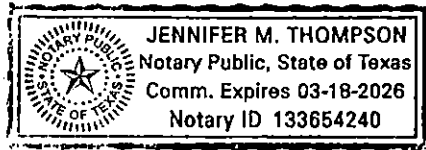
Signed this 12 day of July, 2022

Sydney Murphy
Signature of Public Official
Polk County Judge
Title

BEFORE ME, the undersigned authority, this day personally appeared _____ (name of affiant) and by oath stated that the facts hereinabove stated are true and correct to the best of (his/her) knowledge or belief. Sworn to and subscribed before me on this 12 day of July, 2022.

(seal)

Jennifer M. Thompson
Notary Public in and for the State of Texas



First State Bank

Cash Management Agreement

THIS AGREEMENT is executed the date written below by First State Bank ("Bank") and the company whose name and signature are affixed hereto ("Company").

The Bank provides a variety of Cash Management services ("Services"), each Service more fully described in its respective user guide ("User_Guide").

The Company desires to enter from time to time into one or more agreements with First State Bank for the provision of Services ("Service Agreements");

The Service Agreements shall be subject to the General Terms and Conditions for Cash Management Services as published by the Bank, which may be amended from time to time.

To implement this Agreement, the Company shall complete the User Setup form and such of the following Service Agreements as it wishes to use, and when executed the Service Agreements will become a part hereof. The Service Agreements for services currently provided that may be executed are:

- A. Services Agreement
- B. Cash Management Account Setup/Transfer Limits
- C. Wire Transfer Agreement
- D. ACH Origination Agreement

This agreement will set forth certain general terms and conditions which will govern the provision of such Services under the Service Agreements and User Guides;

First State Bank and Company agree:

1. Authorized Persons - The Bank may accept oral or written instructions, including facsimile or electronic transmission of instructions via the Bank's electronic banking system from any persons designated as "Authorized Persons" in the applicable Service Agreement, and may also accept instructions from any person authorized to sign on the affected account ("Authorized Signers"). **The Company agrees to hold the Bank harmless from any and all costs, suits, expenses, liabilities, damages and attorney's fees arising from or related to the Bank acting in good faith in accordance with instructions of information that was purportedly faxed or sent electronically by the Company or the Company's Authorized Persons.** The Bank may require further written confirmation of instructions given orally or via facsimile. Unless the applicable Service Agreement specifically limits the authority of particular persons, each Authorized Person or Authorized Signer may act alone. If at any time any two or more Authorized Persons, Authorized Signers, or other persons purporting to be authorized to act on behalf of Company gives the Bank conflicting instructions, without liability to the Company or anyone else, the Bank may (a) honor one or more of the instructions, (b) refuse to honor any of the instructions until we receive jointly agreed instructions from all persons who had issued conflicting instructions, or (c) turn over to a court for disposition any funds subject to conflicting instructions.

2. Service Charges and Fee - Company agrees to pay the Bank the fees and charges for the services the Company uses, as reflected on the written fee schedule as published by the Bank from time to time. The Bank may change the fees and charges by giving the Company thirty (30) days written notice of the changes. If the Company objects to the changes, the Company may terminate the services prior to the effective date of the changes. The Bank will collect the fees and charges by debiting any of the Company's accounts with the Bank. The Company authorizes the Bank to debit its Accounts to pay monthly fees assessed in connection herewith.

3. Taxes - In the event that the relationship created between the parties under this Agreement or any of the Services rendered, or any other aspect of the relationship, gives rise to any tax responsibility, exclusive of income and similar taxes, such obligations will be the responsibility of Company. In the event the Bank should be required to pay any such tax obligation, Company will reimburse the Bank upon demand therefore.

4. **Representations** - Company represents and warrants to the Bank that Company is duly organized and validly existing and in good standing under the laws of Company's state of organization and Company has full power and authority to carry on Company's business as now conducted and is duly qualified to do business and in good standing in each jurisdiction where qualification is necessary for Company's business, and Company has not commenced any dissolution proceedings; (a) if Company conducts business under an assumed business or professional name, company has properly filed assumed name certificates as required by applicable law; and (b) Company has obtained all necessary consents to enter into this Agreement and to make it legally binding on Company.

5. **Applicable Law, Jurisdiction and Venue** - Company must comply with all applicable laws and regulations at all times in its use of services provided by the Bank. This agreement and the Service Agreements shall be governed by and construed according to the internal laws (and not the law of conflicts) of the State.

6. **General Rules and Regulations Applicable** - Company acknowledges that all Accounts of Company maintained at the Bank are subject to the applicable Deposit Account Agreement, schedules of services and fees, and Funds Availability Policy of the Bank.

7. **Financial Records** - In connection with certain Services, Company understands that the Bank may require certain financial information relating to Company, in which case Company agrees to provide the Bank with such information within a reasonable period of time. If the Bank, in its sole judgment, determines that there has been an adverse change in Company's financial condition, the Bank may terminate this Agreement or any Service Agreement effective immediately with written notice to Company.

8. **Extension of Credit** - Certain provisions of this Agreement may require Company to have specified amounts of collected or available funds in Company's account at the Bank at certain times. The Bank is not obligated to extend credit to Company unless the Bank has specifically agreed to do so in a separate writing and any conditions to that obligation have been satisfied. However, the Bank has the option to extend credit to Company from time to time by permitting overdrafts in Company's accounts, delaying collection of amounts due, or otherwise. If the Bank extends credit to Company, the outstanding Company amount is immediately due and payable and will bear interest from the date the credit is extended until it is repaid at a per annum interest rate determined by the Bank, but not exceeding the lesser of 18% per annum or the maximum nonusurious rate of interest permitted under applicable State or federal law (whichever permits the higher rate). If the Bank does not elect to extend credit to Company, Company must provide immediately available funds sufficient to satisfy Company's obligations under this Agreement.

9. **Confidentiality** - Company agrees to keep confidential all software, systems, Company records, User Guides, procedures, and instructions published or made available to Company by the Bank ("Confidential Information"). Company agrees to disclose the Confidential Information to Company's employees and agents only on a need-to-know basis, and Company agrees not to disclose the Confidential Information to anyone else without prior written consent from the Bank, except as required by law or as permitted by this Agreement. When Company's right to use the software products terminates, Company must return all confidential information to the Bank, together with any reproductions or extracts of the Confidential Information. Also, upon termination, Company will be entered into a NACHA recommended Terminated Originator Database (TOD).

10. **Security** - Some of the services offered by the Bank to Company requires Company and any third parties whom Company has designated as Authorized Persons to implement appropriate security measures, as set forth in the User Guides or Service Agreements for those services. The Bank may furnish confidential security procedure materials to any person identified on the Service Agreements as being authorized to receive them, and the Bank may rely on the security procedures identified in the User Guides and Service Agreements to determine whether any instructions are authorized, and Company will be bound by those instructions issued to Company or its Authorized Persons and accepted by the Bank in compliance with Company's chosen security procedures, whether or not ; actually authorized them. Company acknowledges that the Bank offered Company and its Authorized Persons a number of different commercially reasonable security procedures, and that Company has chosen the security procedures indicated in the Service Agreements based on Company's belief that those procedures are commercially reasonable. If Company chooses security procedures including a PIN, user ID number, password, test key or other code (collectively, a "code"), company agrees that Company and its Authorized Persons will keep the code confidential.

11. **Electronic Communications** - If Company provides Bank with an address that permits electronic communication with Company or if Company uses an electronic means to communicate with Bank, including,

without limitation, through the Internet, the Bank may deliver information and documents of any nature to Company and receive information and documents of any nature from Company by electronic means. Notwithstanding the above, the Bank, without liability to Company under this or any other Agreement, refuse to act on a value bearing communication that is not authenticated by a commercially reasonable means or to the Bank's reasonable satisfactions. Company agrees that Company is responsible for and Company agrees that the Bank will not be liable to Company if any unauthorized person intercepts electronic communications between the Bank in the absence of Bank's negligence. Company agrees that an electronic notice sent to an address designated by either party under this Agreement that satisfies any commercially reasonable security procedures imposed by the sender constitutes written notice, and that the Bank may, at Bank's sole option, rely on such notice without obtaining a manual signature of one of its Authorized Persons.

12. Discrepancies/Errors - Company must promptly report in writing any error in connection with any Cash Management service and any discrepancy between Company's records of Company's orders and requests (including wire, electronic commerce and automated clearing house payment orders) and the notice Company receives from Bank regarding Bank's execution of Company orders and requests. Company agrees that 60 days is a reasonable time for Company to notify the Bank of discrepancies, including unauthorized and erroneous payment orders, unless any other applicable Deposit Account Agreements, Rules & Regulations or laws provide for a shorter notification time. Company agrees to provide the Bank with all information the Bank may reasonably request in connection with any discrepancy. This paragraph does not modify the Deposit Rules notification requirement regarding checks paid without a properly authorized signature or errors or discrepancies other than those specifically related to a Cash Management service.

13. Assignment - Company may not assign this Agreement and the Service Agreements without the prior written consent of the Bank, which consent shall not be unreasonably withheld. The Bank may assign this Agreement and the Service Agreements in whole or in part.

14. Force Majeure - Neither Company or the Bank shall be responsible for any loss or delay caused by any failure or interruption of any electronic communication system between the Company and the Bank, equipment or software failure or malfunction, electrical, computer, or mechanical failure or malfunction, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor disputes, flood, hurricane, war, riot, theft, earthquake, natural disaster, act of God or any other cause or causes which are unavoidable or beyond its reasonable control, default of common carriers or third party vendors, and suspension in payment by another financial institution. The Bank is not responsible for any act or failure to act by any correspondent bank, Federal Reserve Bank, SWIFT, National Automated Clearing House Association, Southwestern Automated Clearing House Association, any regional or local automated clearing house, or any other third party.

15. Indemnification/Limitation of Liability - Company will indemnify and hold the Bank, its officers, directors, agents and employees harmless from and against any and all liability, claims, losses, damages, suits, costs or expenses, including, attorney's fees, incurred by the Bank arising from the acts or omissions of Company in connection with this Agreement, the Service Agreements or the Services. If Company fails to perform according to these terms, the bank will not be liable for any loss that could have been avoided if Company had performed according to such terms. The sole duty of the Bank is to exercise ordinary care in the performance of the obligations under the Service Agreements and this Agreement. Company agrees that the Bank, its officers, directors, agents and employees will not be liable for events or circumstances beyond their reasonable control, and the liability of the Bank, its officers, directors, agents, and employees will be limited to correcting errors caused by the Bank. Company and Bank agrees that clerical errors and mistakes in judgment do not constitute a failure to exercise ordinary care or to act in good faith. IN NO EVENT SHALL THE BANK, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES BE LIABLE OR RESPONSIBLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS (WHETHER THE CLAIM IS IN CONTRACT, TORT, OR OTHERWISE, AND WHETHER OR NOT THE BANK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES). THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY OF ANY OF THE SERVICES OR SOFTWARE PRODUCTS FOR A PARTICULAR PURPOSE, OR AS TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE USED BY COMPANY, PROVIDED UNDER THE SERVICE AGREEMENTS

16. Severability - The invalidity or unenforceability in particular circumstances of any portion of this Agreement or the Service Agreements shall not extend beyond such provision or circumstance and no other

provision of this Agreement or the Service Agreements shall be affected thereby. If, for any circumstance whatsoever, fulfillment of any provision of this Agreement or the Service Agreements, or any other document related hereto or thereto, or the exercise of any right or remedy whatsoever contained herein or therein or in any other instrument in connection herewith or therewith shall transcend the limit of validity prescribed by applicable statute or law, then *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity.

17. Binding Arbitration - (a) Any controversy of claim between or among the parties hereto, including any claim or controversy of any kind based on or arising in tort, shall be determined by binding arbitration in accordance with the federal arbitration act (or if not applicable, applicable State Law), the rules of practice and procedure for the arbitration of commercial disputes or the American Arbitration Association, and the rules set forth in section B below shall control. Judgment upon any arbitration award may be entered in any court having jurisdiction. Any party to this agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action.

(b) The arbitration shall be conducted within the state, and administered by The American Arbitration Association who will appoint an arbitrator, if American Arbitration Association is unable or legally precluded from administering the arbitration, then the Judicial Arbitration and Mediation Services, Inc., will serve. All arbitration hearings will be commenced within 90 days of the demand for arbitration. Further, the arbitrator shall, only upon a showing of cause, be permitted to extend the commencement of such hearing for an additional 60 days.

(c) The provisions of this section shall survive any termination, amendment, or expiration of this agreement. Each party agrees to keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation.

18. Amendment - This Agreement and the Service Agreements may be changed, modified or discharged only by an agreement in writing signed by both parties; provided however, the Bank may change any procedure in connection with a Service from time to time, including those contained within the General Terms and Conditions for Cash Management Services, upon written notice to Company. Notwithstanding the foregoing, the Bank may change any procedure without prior written notice to Company where an immediate change is necessary to maintain or restore the security of a funds transfer system or deposit account.

19. Term and Termination - The term of this Agreement shall commence on the effective date of the first Service Agreement and shall end on the date all Service Agreements have been terminated. Unless otherwise provided, either Bank or Company may terminate any Service Agreement at any time by giving not less than thirty (30) days prior written notice of such termination to the other party. Either party may terminate any Service Agreement with such termination to be effective immediately upon notice to the other if (a) the other party fails to comply with the terms of this Agreement or any Service Agreement, (b) the other party has a voluntary or involuntary petition in bankruptcy filed with respect to it, makes an assignment for the benefit of creditors or a receiver or similar authority is charged with administering its assets, (c) any party is required to do so pursuant to any law, regulation or supervisory/regulatory agency, or (d) if Company's deposit account with the Bank (an "Account") is closed in accordance with the Deposit Account Agreement of First State Bank, or is made subject to levy, garnishment, attachment or similar process. No termination of this Agreement or any Service Agreement shall affect the rights or obligations of either party which may have arisen or accrued prior to such termination.

20. Notices - All communications required or permitted under this Agreement or the Service Agreements shall be given when (a) delivered in hand to the other party, (b) on the third banking business day when mailed by first class United States mail to the address specified by a party from time to time, (c) upon receipt of an acknowledged facsimile transmittal or (d) by notice on Cash Management System. Any party may change its address for notification purposes by giving the other party prior written notice of the new address and the date upon which it will become effective.

21. Entire Agreement - This Agreement, the Service Agreements, and the User Guides constitute the entire agreement between the parties related to the subject matter of the respective Service Agreement and supersede all prior agreements and understandings between the parties, whether written or oral, with respect to the subject matter. Company acknowledges that in entering into this Agreement and the Service Agreements, it has not relied on any oral promises or representations made by the Bank other than those specifically set forth in the respective Service Agreement. To the extent there exists any inconsistency between the terms and

conditions of the Service Agreements and the terms and condition of this Agreement, the terms and conditions of the Service Agreement shall control. The Service Agreements are incorporated and made a part hereof as if fully set out herein.

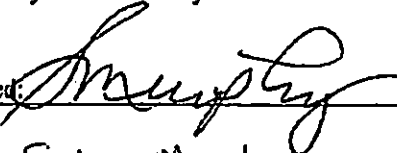
22. *Captions* - The headings contained in this Agreement and in the Service Agreements are for reference and convenience purposes only, and shall not affect the meaning or interpretation of this Agreement or the Service Agreements.

23. *Counterparts* - This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Executed this the day: July 7, 2022

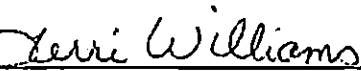
Company: Polk County

Signed: 

Name: Sydney Murphy

Title: Polk County Judge

Date: 7/12/22

Signed: 

Name: Terri Williams

Title: Polk County Treasurer

Date: 7/12/22

First State Bank

Signed: 

Name: Melody Kellar

Title: AVP- Marketing

Date: 7-12-22

First State Bank

GENERAL TERMS AND CONDITIONS FOR CASH MANAGEMENT SERVICES

These are the General Terms and Conditions for Cash Management Services of First State Bank ("Bank"):

Section 1. Definitions

Accounts: Any Commercial or Personal Account as included on the Cash Management Application and approved by the Bank in writing.

User: Any Individual that Company has authorized the access and use of the Cash Management System according to the rules and procedures described herein.

Business Day: The day during which the main office of Bank is open for business, in accordance with specified cut-off times, and during which Bank is able to download Company's information and process transactions.

Current Balance: The Account balance that is the result of the total debit and credit activity as of a specific date and time for all Accounts.

Collected Balance: The Current Balance of the Account, less float.

Available Balance: The current balance of the Account minus holds and memo posted debits plus memo posted credits.

Float: Dollar amount of deposited items that are in the process of collections from the drawee banks. Also known as uncollected funds.

Hold: A restriction on payment of all or any part of the balance in an account.

Stop Payment: An instruction to the bank to deny payment on a specific check, a range of checks, a serial number, or range of serial numbers or a specific amount. This transaction(s) is normally used for lost or stolen checks.

Memo Posted Debits: Any debits being posted to the account for business day. For example ACH debit transactions, wire transfers, and teller cashed checks.

Memo Posted Credits: Any credits being posted to the account for the business day. For example, ACH credit transactions and wire transfers.

Section 2. Function Capabilities

As a user of the Cash Management System, Company and User may request any of the services listed below. The specific services selected by which the Company agrees may be updated from time to time.

- a. Perform Account inquiry on Account data and transaction history on the Accounts.
- b. Request a wire transfer. Company and User understand that wire transfers received after 3:00 p.m. Central Standard Time will not be processed until the following business day. Bank has the right not to process any wire request if collected funds sufficient to cover the wire transfer amount are not available in the Account. Wire Transfer requests must be made in accordance with the appropriate Wire Transfer Agreement.
- c. Send and receive message (to and from the Bank) through electronic mail (email). Bank is not responsible for any delay in messages being retrieved. Urgent messages should be verified by a telephone call to Bank. Company and User are responsible to periodically check for messages sent by the Bank.
- d. Initiate transfers between any accounts set up within Cash Management. Company is limited to six pre-authorized automatic transfers or withdrawals per month from regular savings and money market accounts. Three of the six transfers from these type accounts can be made by check, draft, or debit card. Transfers made

via Cash Management are included as preauthorized or automatic transfers subject to these limitations. An excess withdrawal fee from these type accounts will be assessed in accordance with "Your Deposit Account" fee schedule.

- e. Company is not permitted to transfer more than the available balance from deposit accounts.
- f. Initiate ACH transactions. ACH Company understands that ACH transactions received must provide for a two business day lead prior to the settlement date. Transactions received after the Bank's cut off time, 3:30 p.m. Central Standard Time, will not be processed until the following business day. ACH transactions must be in accordance with the appropriate ACH Origination Agreement.
- g. Company can initiate a stop payment on a specific check, or a range of checks, serial numbers or amounts.
- h. Company can utilize any report functions for requested services.

Section 3. Acknowledgment of Company

a. Company and User are responsible for obtaining, maintaining, and updating the necessary hardware and related equipment needed to utilize the Cash Management System. As of the date of this Agreement, the necessary equipment includes:

56k or faster modem
Computer with VGA Monitor, 16 MB RAM, 4 GB Hard Drive and Internet Access
Microsoft Edge, Chrome, Fire Fox most current version and two previous versions.
128-bit encryption standard
Gold Secure Token

Bank will notify Company of changes in equipment requirements.

- b. Bank reserves the right to eliminate or change any of the function capabilities at any time without prior notice.
- c. Bank agrees to conduct initial training for the Company to set up the initial security provisions for the Cash Management System. Bank is not responsible for Company's actions or negligence in setting up Company's security access to Cash Management System to appropriate employees and assigning User IDs to such appropriate employees. Company and User will not make any passwords or User IDs available to any non-authorized persons. Bank offers a further security procedure under Cash Management whereby the Company and the Bank can establish dollar limits for transactions (refer to Services Agreement). Bank and Company agree that the password, User ID, and dollar limits security procedures provided under the Cash Management System are commercially reasonable and the parties further agree that transactions conducted under the password and User IDs shall be deemed to be authentic payment orders binding on the Company. Company is responsible for all transactions made through the User ID and password security system, regardless of whether such transactions were authorized.
- d. Bank will not be liable for non-authorized use of the Cash Management System or for any losses that may result. Company or User will notify Bank immediately if Company or User believes that a User's ID and/or password have been used without Company's permission.
- e. Company and User will not disclose any information pertaining to its use or the components of the Cash Management System.
- f. Company acknowledges that the use of the assigned ID and PIN is the agreed security procedure to access and create stop payments. Company also agrees that the Confirmation Number will be maintained as receipt of authorization to place a stop payment.
- g. Company has received and understands all signature card rules and regulations and all agreements and disclosures connected with opening of Accounts and acknowledge that this Agreement is in addition to any of these agreements and disclosures. Company can communicate (i.e., upload transactions and download Account data) with Bank any time system maintenance is not being performed.

h. Company will continue to receive regular account statements that describe all transactions for the Accounts including the transactions that Company has initiated through the Cash Management System. Company is responsible to promptly review all statements and report in writing any irregularities to the Bank at once. For all electronic transactions governed by Regulation E, errors must be reported in writing within sixty (60) days; other discrepancies must be reported within thirty (30) days after the statement date.

i. Company acknowledges that fees for the Cash Management System will be paid monthly as disclosed on the Bank Cash Management System Fee Schedule. These fees are in addition to any fees and service charges currently being paid. Any pricing or policy changes adopted by Bank in future will constitute modifications or addends to the Agreement but will not nullify it.

j. This Agreement shall continue until Bank receives written notification of Company's revocation or until Bank advises Company in writing that Bank will not continue this service for Company. Termination by either party does not relieve Company of its liability for transactions or responsibilities for payment of all fees incurred prior to termination.

k. The Bank agrees to add/terminate services provided to the Company within a reasonable time period after receipt by the Bank of written notice by the Company.

Section 4. Acknowledgments, Responsibilities, and Liabilities of Bank

a. Except for acts of gross negligence or willful breach of duties by Bank, Bank will not be liable to Company for any matters related to this Agreement, including without limitation, lost profits or consequential, special, or punitive damages, inaccuracy, or delays in transmission of information.

b. Bank makes no warranties or representations with respect to the Cash Management System software, express or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose.

Section 5. Joint Acknowledgement and Representations

a. This agreement is governed by and will be interpreted under the laws of the State of Texas.

b. This agreement incorporates by reference all information on Company's Account Application, which Company represents as true and complete in all respects.

c. Company has read and understands this Agreement and has had opportunity to review this Agreement with an advisor of its choice if so desired.

d. Upon occurrence of any overdraft incurred in the Accounts, Bank shall have the right, in Bank's sole discretion to: (i) refuse payment of any outstanding and unpaid check drawn on any Account listed on the Account, Application, and (ii) withhold from processing any transaction generated on the Account (including Cash Management System generated) until sufficient collected funds to cover such transaction have been credited to the Accounts.

e. Each party represents and warrants to the other that it is authorized to enter into this Agreement.

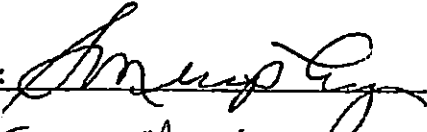
f. If at any time any section of this Agreement is found to be invalid, that does not make the remaining sections or terms invalid.

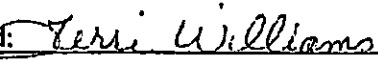
Section 6. Security Procedures

a. Wire Transfer Request Initiated Via Cash Management-Company will create a wire transfer request and add to the Wire Transfers Upload file in the Cash Management System. The Wire Transfer function is limited by authority assignments set up within the Cash Management System. User can perform wire transfer functions only if the User ID has "Define or Edit" authority for the selected source account. User must approve all wire transfers in the Wire Transfers Upload File that require approval before the file is transmitted. When User uploads the wire transfer file, only wires that do not require approval by "Transmit Wires" IDs are transmitted. Unapproved wires remain in the Wire Transfers Upload File and are not processed.

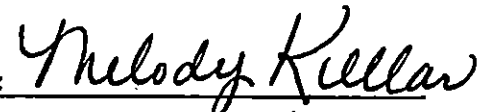
b. Company is responsible for maintaining the confidentiality of all PIN's, codes and other devices used to protect the authenticity of a payment order. If the company has reason to believe that any PIN's, codes or devices have or may have become known by, or have or may become compromised by, unauthorized person (whether employed or not by company), company agrees to immediately notify Bank by telephone and agrees to confirm oral notification in writing to Bank within 24 hours. Bank will issue new PIN's and codes to company in accordance with Bank's security requirements. Bank reserves the right to change codes and PIN's at any time by giving reasonable prior notice to company.

Company: Polk County

Signed: 
Name: Sydney Murphy
Title: Polk County Judge
Date: 7/12/22

Signed: 
Name: Terri Williams
Title: Polk County Treasurer
Date: 7-12-22

First State Bank

Signed: 
Name: Melody Kellar
Title: AVP - Marketing
Date: 7-12-22

First State Bank
Online Security Recommendations
Supplement

Dear Cash Management Customer:

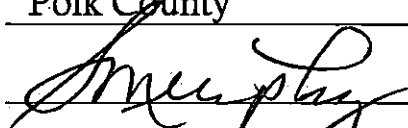
The enclosed Supplement describes First State Banks expectations for business customers utilizing the Netteller Cash Management Online Banking system. We strongly suggest that you review these recommendations and implement a stringent fraud security program. By following these guidelines you may greatly reduce the risk of financial or reputational risk to your company.

Please have acknowledgement signed by the highest level of authority for your company and return to the above address.

Sincerely,

Melody Kellar
AVP/Marketing
936-329-7210

Company
Name: Polk County

Signed: 

Name: Sydney Murphy

Title: Polk County Judge

Date: July 12, 2022

First State Bank
Cash Management Account Setup

1. This Cash Management Account Setup/Transfer Limits agreement is by and between First State Bank (the "Bank") and Company and is made in conjunction with the Company's Cash Management Services Agreement with the Bank.
2. Bank assumes no liability for changes or modifications to the account setup after initial installation of the Cash Management System.
3. Bank agrees to set up Company account information on Cash Management as described below. Company authorizes the Bank to set up the below accounts opened by the Company on Cash Management. Company realizes that additional accounts set up on Cash Management may alter the monthly maintenance. Company agrees to pay all service fees as modified. Bank will set up all new accounts with Cash Management. Company must notify Bank in writing at the time a new account is opened if Company wishes not to have a new account set up on Cash Management.

List **ALL** accounts that should be included in your Cash Management relationship.

Account Number	Account Type	Account 'Pseudo' Name
10256	DDA	MAIN
11221	DDA	TAX ASSESSOR
11239	DDA	TAX AUTO REGIST
11486	DDA	DA CHK RESTITUTION
11502	DDA	PROBATION DEPARTMENT
11528	DDA	PAYROLL
11544	DDA	MOTOR VEH SALES TAX
11916	DDA	FEDEQUIT
11973	DDA	PROBATION DEPT CLEAR
20107	DDA	PERM SCHOOL
20115	DDA	AVAIL SCHOOL
30474	DDA	CD BEN FOR G K JOHNS
120881	DDA	CR CARD CLEARING JP
121764	DDA	SHERIFF INMATE ACCT

Account Number	Account Type	Account 'Pseudo' Name
123315	DDA	RESTITUTION PROBATION
124891	DDA	ADULT PROBATION TRIN
124909	DDA	ADULT PROBATION SJ
126441	DDA	BAIL BOND BOARD
126649	DDA	VOTER REG CH 19
127159	DDA	GRANT FUNDS
129056	DDA	HIST COMMISSION
152769	DDA	TITLE IV CHILD SUPPORT
173369	DDA	PROPERTY TAX
173864	DDA	CREDIT CARD ACCT
174326	DDA	MOBILE HOME ACCT
174441	DDA	COKE MACHINE FUND
873448	DDA	LIPSCOMP AGNER SMITH
920991	DDA	ESCROW VEH INVENTORY

Account Number	Account Type	Account 'Pseudo' Name
1002476	DDA	PC COLLEGE COMMERCE
1004142	DDA	DRS 010146
1004860	DDA	HEALTH INS TRUST
1005644	DDA	PROB CREDIT CARD
1010602	DDA	JUVENILE PROBATION
1015452	DDA	PC HURRICANE HARVEY
1015833	DDA	PC BUYOUT
1017318	DDA	USDOJ EQUITABLE
1017649	DDA	PC AMERICAN RESCUE

**First State Bank
Management Services
Administrator Setup**

User Name Terri Williams Email: terri.williams@co.polk.tx.us
 User ID Terri Initial Password _____ Wire PIN _____
 Wire Limit Per Item \$ _____ Wire Limit Per Day \$ 2,000,000
 ACH Limit Per Item \$ _____ ACH Limit Per Day \$ 400,000
 Secure Token S/N AVT973242418 SEC PPD CCD CTX
 Direct Phone #: 936-327-6816 After Hours Phone #: 337-842-3934

Allow Access to the following:

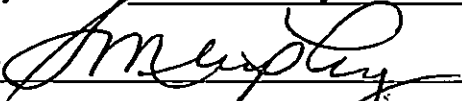
Transfers	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Work w/ACH	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Define Nonrep Wires	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Downloads	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Display ACH	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Edit Nonrep Wires	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Statement Inquiry	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Initiate ACH	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Define Rep Wires	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Stop Inquiry	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Upload ACH	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Edit Rep Wires	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Stop Additions	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Current Day Balance	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Transmit Wires	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Administration	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Prior Day Balance	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Upload Positive Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Transaction Inquiry	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Transaction Rng Inq	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Work Positive Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
		Allow Bill Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Upload Recon File	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

Allow View of the following:

Club Accounts	Loan Accounts	Demand Deposit Accounts
		ALL
Certificates of Deposits	Savings Accounts	IRA Accounts

By signing below, the Company hereby accepts and agrees to the terms and conditions of this Agreement.

Company Name: Polk County

Signed: 

Name: Sydney Murphy

Title: Polk County Judge

Date: 7/12/22

Signed: 

Name: Terri Williams

Title: Polk County Treasurer

Date: 7-12-22

**First State Bank
Management Services
User Setup**

User Name Michelle Laird Email: michelle.laird@co.polk.tx.us
 User ID Michelle01 Initial Password _____ Wire PIN _____
 Wire Limit Per Item \$ _____ Wire Limit Per Day \$ 2,000,000
 ACH Limit Per Item \$ _____ ACH Limit Per Day \$ 400,00
 Secure Token S/N AVT973242784
 Direct Phone #: 936-327-6816 After Hours Phone #: 936-328-2720

Allow Access to the following:

Transfers	<input checked="" type="checkbox"/> <input type="checkbox"/>	Work w/ACH	<input checked="" type="checkbox"/> <input type="checkbox"/>	Define Nonrep Wires	<input checked="" type="checkbox"/> <input type="checkbox"/>
Downloads	<input checked="" type="checkbox"/> <input type="checkbox"/>	Display ACH	<input checked="" type="checkbox"/> <input type="checkbox"/>	Edit Nonrep Wires	<input checked="" type="checkbox"/> <input type="checkbox"/>
Statement Inquiry	<input checked="" type="checkbox"/> <input type="checkbox"/>	Initiate ACH	<input checked="" type="checkbox"/> <input type="checkbox"/>	Define Rep Wires	<input checked="" type="checkbox"/> <input type="checkbox"/>
Stop Inquiry	<input type="checkbox"/> <input checked="" type="checkbox"/>	Upload ACH	<input checked="" type="checkbox"/> <input type="checkbox"/>	Edit Rep Wires	<input checked="" type="checkbox"/> <input type="checkbox"/>
Stop Additions	<input type="checkbox"/> <input checked="" type="checkbox"/>	Current Day Balance	<input checked="" type="checkbox"/> <input type="checkbox"/>	Transmit Wires	<input checked="" type="checkbox"/> <input type="checkbox"/>
Administration	<input type="checkbox"/> <input checked="" type="checkbox"/>	Prior Day Balance	<input checked="" type="checkbox"/> <input type="checkbox"/>	Upload Positive Pay	<input type="checkbox"/> <input checked="" type="checkbox"/>
Transaction Inquiry	<input checked="" type="checkbox"/> <input type="checkbox"/>	Transaction Rng Inq	<input checked="" type="checkbox"/> <input type="checkbox"/>	Work Positive Pay	<input type="checkbox"/> <input checked="" type="checkbox"/>
		Allow Bill Pay	<input type="checkbox"/> <input checked="" type="checkbox"/>	Upload Recon File	<input type="checkbox"/> <input checked="" type="checkbox"/>

Allow View of the following:

Club Accounts	Loan Accounts	Demand Deposit Accounts
		All
Certificates of Deposits	Savings Accounts	IRA Accounts

The Cash Management Administrator, Terri Williams, hereby authorizes the set up and employee access to _____, Cash Management system. First State Bank assumes no liability for the addition of authorized users to the account.

Administrator signature: *Terri Williams*

Date: 7-12-22

**First State Bank
Management Services
User Setup**

User Name Stephanie Dale Email: stephanie.dale@co.polk.tx.us
 User ID Sdale0105 Initial Password _____ Wire PIN _____
 Wire Limit Per Item \$ _____ Wire Limit Per Day \$ 0
 ACH Limit Per Item \$ _____ ACH Limit Per Day \$ 0
 Secure Token S/N AVT973242475
 Direct Phone #: 936-327-6811 After Hours Phone #: 409-651-3326

Allow Access to the following:

Transfers	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Work w/ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Define Nonrep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Downloads	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Display ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Edit Nonrep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Statement Inquiry	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Initiate ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Define Rep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Stop Inquiry	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Upload ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Edit Rep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Stop Additions	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Current Day Balance	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Transmit Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Administration	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Prior Day Balance	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Upload Positive Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Transaction Inquiry	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Transaction Rng Inq	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Work Positive Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
		Allow Bill Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Upload Recon File	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

Allow View of the following:

Demand Deposit Accounts		
11973	124891	1005644
11502	124909	1017318
123315	1010602	1017649
Certificates of Deposits	Savings Accounts	IRA Accounts

The Cash Management Administrator, Terri Williams, hereby authorizes the set up and employee access to _____, Cash Management system. First State Bank assumes no liability for the addition of authorized users to the account.

Administrator signature: Terri Williams

Date: 7-12-22

**First State Bank
Management Services
User Setup**

User Name Lindsay Wade Email: Lindsay.wade@co.polk.tx.us
 User ID LsWade9501 Initial Password _____ Wire PIN _____
 Wire Limit Per Item \$ _____ Wire Limit Per Day \$ 0
 ACH Limit Per Item \$ _____ ACH Limit Per Day \$ 0
 Secure Token S/N AVT973242750
 Direct Phone #: 936-327-6811 After Hours Phone #: _____

Allow Access to the following:

Transfers	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Work w/ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Define Nonrep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Downloads	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Display ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Edit Nonrep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Statement Inquiry	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Initiate ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Define Rep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Stop Inquiry	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Upload ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Edit Rep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Stop Additions	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Current Day Balance	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Transmit Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Administration	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Prior Day Balance	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Upload Positive Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Transaction Inquiry	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Transaction Rng Inq	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Work Positive Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
		Allow Bill Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Upload Recon File	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

Allow View of the following:

Demand Deposit Accounts		
All		
Certificates of Deposits	Savings Accounts	IRA Accounts

The Cash Management Administrator, Terri Williams, hereby authorizes the set up and employee access to _____, Cash Management system. First State Bank assumes no liability for the addition of authorized users to the account.

Administrator signature: Terri Williams

Date: 7-12-22

**First State Bank
Management Services
User Setup**

User Name Louis Ploth Jr Email: louis.ploth@co.polk.tx.us
 User ID Lpoth0001 Initial Password _____ Wire PIN _____
 Wire Limit Per Item \$ _____ Wire Limit Per Day \$ 0
 ACH Limit Per Item \$ _____ ACH Limit Per Day \$ 0
 Secure Token S/N AVT960910357
 Direct Phone #: 936-327-6811 After Hours Phone #: _____

Allow Access to the following:

Transfers	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Work w/ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Define Nonrep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Downloads	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Display ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Edit Nonrep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Statement Inquiry	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Initiate ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Define Rep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Stop Inquiry	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Upload ACH	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Edit Rep Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Stop Additions	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Current Day Balance	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Transmit Wires	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Administration	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Prior Day Balance	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Upload Positive Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Transaction Inquiry	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Transaction Rng Inq	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Work Positive Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
		Allow Bill Pay	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Upload Recon File	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

Allow View of the following:

Demand Deposit Accounts		
<u>ALL</u>		
Certificates of Deposits	Savings Accounts	IRA Accounts

The Cash Management Administrator, Terri Williams, hereby authorizes the set up and employee access to _____, Cash Management system. First State Bank assumes no liability for the addition of authorized users to the account.

Administrator signature: Terri Williams

Date: 7-12-22

Exhibit A
Secure Token Fee Schedule

<u>Secure Tokens</u>	<u>Fee</u>
First Administrator Token	\$0.00
Each additional/replacement Token after first one	\$10.00

First State Bank Wire Transfer Agreement

1. This agreement, made the date written below by and between First State Bank and Polk County.
2. Company hereby authorizes Bank to honor, execute and charge to any designated deposit account maintained by Company at Bank (whether one or more, the "Account") without limit as to amount (unless an amount limit is set forth in User Authorization Form provided by Company to Bank from time to time), any and all telephonic or other verbal request, or facsimile, or electronic transfer requests via the Bank's electronic banking system for the transfer of funds when such requests or orders (a) are received from a person identified as an authorized representative of Company listed on the User Authorization Form (an "Authorized Person"), and (b) are made in compliance with Bank's transfer procedures under this Agreement. Unless otherwise set forth on the User Authorization Form, Bank is authorized to transfer funds from an Account at the Bank (a) to any other specified deposit account maintained by Company whether such account is with Bank or another financial institution; (b) to any deposit account of a third party whether such deposit account is with Bank or another financial institution, this would include transfers to an affiliated company with a similar but not identical name, as well as any movement of funds from Company's account at the Bank to "Pay Upon Proper Identification" of any company, individual or representative of any company; or (c) for the account or for credit to Company. Any transfer hereunder may be by means of an electronic funds payment system.
3. Company represents that each Account to be debited will contain sufficient available or collected funds to allow for payment of each transfer of funds requested hereunder at the time that such transfer is to be made. However, if the Bank does execute a transfer of funds that creates an overdraft, Company shall immediately pay on demand the amount of the overdraft.
4. Bank may record all telephonic instructions received by Bank from Company and may retain such recordings in accordance with Bank's policy relating to such recordings.
5. Bank will make confirmations to Company of all transfers made to or from its account at the Bank by mail or using other means designated by Company. Company shall maintain a hard copy record of each transfer request and shall compare its records with the confirmations provided by Bank within ten (10) days of receipt and notify the Bank of any discrepancies. Company agrees to promptly examine bank statements for the Account. Company agrees to report any discrepancies (a) between the records of the transfers shown on the statements for the Account and the transfers shown on the statement for any other deposit account of Company, or (b) between the Company's records of such transfers and any statement for the Account, in writing to Bank within sixty (60) days after statement date.
6. Bank agrees to make transfers and otherwise act upon requests made in compliance with this Agreement as promptly as is practicable having due regard for its volume of other transfer requests and shall incur no liability to Company for delays in implementing instructions after such requests have been received by Bank. Bank shall have no liability to Company for failing to make a transfer or failing to take any other action on or before any deadline contained in a request. Transfer instructions received after cut-off hours as Bank may from time to time establish may be honored as of the following Bank business day. Bank shall have no obligation to make any transfer unless the affected Account contains sufficient available or collected funds to cover such transfer. Bank shall have no obligation to attempt to revoke or rescind any transfer initiated in accordance with the terms of this Agreement. Bank shall promptly notify Company that a transfer was delayed or not made.
7. In the event of any disagreement hereunder, or if conflicting demands or notices are made upon Bank relating to this Agreement or any item or amount received by Bank hereunder, Bank may, after notice to Company, refuse to comply with any such claims or demands on it or refuse to take any other action hereunder with regard to the subject matter of the dispute, so long as such dispute continues; and in any such event, Bank shall not be or become liable to any person for its failure or refusal to act.
8. Unless otherwise prohibited by Article 4A of the Uniform Commercial Code, Company may not bring any claim against the Indemnified Parties arising directly or indirectly out of this Agreement or the performance of the transfers contemplated hereunder more than one year after the cause of action accrued.
9. Company agrees that it will not transfer funds to foreign countries, individuals or agencies through this wire transfer system.

10. Transfer of funds will be in U. S. Dollars only.


11. (a) Bank's only responsibility and liability to Company from and against all liabilities, claims, losses, costs, expenses (including reasonable attorneys' fees and costs), and damages of any and every kind (including direct, indirect, incidental, consequential, and punitive, the "Claims") caused (including Claims caused by Bank's negligence or gross negligence), incurred, suffered by, or asserted against Bank arising out of or resulting, directly or indirectly, in connection with this Agreement or the transfer contemplated herein shall be to compensate Company as expressly provided by the Uniform Commercial Code Article 4A; as adopted by the State of Texas. (b) Company agrees to hold harmless, defend, and indemnify Bank, its officers, directors, agents, employees, and all persons in privity with it (the "Indemnified Parties") from and against any and all liabilities, claims, costs, expenses, losses and damages of any and every kind (including reasonable attorneys' fees and costs) arising out of or resulting, directly or indirectly, from the acts or omissions of Company in connection with this Agreement or the transfers contemplated herein, except to the extent of Bank's liability under the above Paragraph. (c) BANK'S LIMITED RESPONSIBILITY AND LIABILITY AS SET FORTH HEREIN CONSTITUTES COMPANY'S SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT IN LIEU OF ALL OTHER REMEDIES, WHETHER EXPRESSED OR IMPLIED AND WHETHER AT LAW OR IN EQUITY, AND BANK HEREBY DISCLAIMS, AND COMPANY WAIVES (ALL CLAIMS FOR CONSEQUENTIAL DAMAGES AND ALL CLAIMS REGARDING LOSS OF REVENUE, INCOME, PROFIT, AND USE, OR DAMAGES) AND RELINQUISHES COMPANY'S RIGHT TO ANY OTHER REMEDY AND TO ALL COMPANY'S CLAIMS. THE EXTENT OF LIABILITY THAT MAY BE IMPOSED ON BANK IS LIMITED STRICTLY AND SOLELY TO THE CIRCUMSTANCES AND AMOUNTS AS SET FORTH ABOVE. (d) Bank may use Correspondents or other agencies in connection with any transaction hereunder, but shall not be liable for their improper or negligent acts or omissions to act. No liability shall attach to Bank or to such Correspondents or agencies for any losses or damages in consequence of present or future laws, censorship, regulations, decrees, orders, controls or restrictions rightfully or wrongfully exercised by any de facto or de jure domestic or foreign government or agency. Bank shall not be liable on or in connection with any Draft unless the Draft is presented to the drawee within a reasonable time after delivery, or unless the beneficiary or the transfer shall make demand for payment of such transfer within a reasonable time after the issuance thereof, Bank shall not be responsible for the failure of the drawee or its paying Correspondents to identify the payee or person entitle to the payment of such Draft or transfer. In connection with a Draft, Bank assumes no responsibility beyond making available to the drawee funds or credits for the payment of the Draft, and Bank shall not be responsible for insolvency of the drawee, or errors, delays, omissions or defaults of the drawee.

12. Bank shall have no responsibility or liability for failure or delay in performance pursuant to the terms of this Agreement when such failure or delay is due to any natural disaster, fire, flood, storm, strike, labor unrest, war, riot, act of God, power failure, equipment failure, errors or acts by any third party or any other cause beyond Banks reasonable control.

13. Company agrees to pay Bank's prevailing charges in effect from time to time for providing the services utilized hereunder and Bank may charge Company's account therefore. Company agrees to reimburse Bank upon demand if such fees are not paid in accordance with the terms hereof.

By signing below, the Company hereby accepts and agrees to the terms and conditions of this Agreement.

Company: Polk County

Signed: 

Name: Sydney Murphy

Title: Polk County Judge

Date: 7/12/22

Signed: 

Name: Terri Williams

Title: Polk County Treasurer

Date: 7-12-22

First State Bank

Signed: Melody Kellar

Name: Melody Kellar

Title: ASP-Marketing

Date: 7-12-22

Exhibit A
Wire Transfer Fee Schedule

<u>Wires</u>	<u>Fee</u>
Incoming Domestic Wire	\$ 0.00
Outgoing Domestic Wire	\$ 25.00

Wire Transfer fees will be soft charged against account analysis earnings credit.

First State Bank
ACH Origination Agreement

1. This agreement, made the date written below, by and between First State Bank (hereinafter together with its parent corporation called the "Bank") and Polk County (hereinafter called the "Company").
2. Company has requested the Bank to permit it to initiate or arrange for the initiation of electronic debit and/or credit entries to be processed by and through the Bank.
3. Bank is willing to accommodate the Company by processing for ultimate delivery to other participant banks and financial institutions the electronic entries by means of its correspondent banks, the Southwestern Automated Clearing House Association (SWACHA) and/or the National Automated Clearing House Association (NACHA) to the accounts of the Company's employees or customers (hereinafter together called the "Customer(s)").
4. Bank is willing to process and transmit the Company's electronic debit and/or credit entries subject to the following terms and conditions:
 5. Company will prepare and submit all electronic entries to the Bank in accordance with the agreed upon specifications and schedules. The Company will be responsible for the correctness, both as to content and form, of all information submitted to the Bank. If any information is not readable, out of balance, or unable to be processed, it is the responsibility of the Company to correct and resubmit the information to the Bank. The financial institution will place restrictions on the types of ACH transactions that are allowed. Permissible ACH types, as defined by the Standard Entry Class (SEC) codes, will be PPD, CCD, & CTX codes at this time.
 6. Except as otherwise provided in paragraphs (7) and (8), the Bank will transmit and process the electronic entries initiated by the Company in accordance with the rules of SWACHA and/or NACHA as are currently in effect and as amended from time to time (the "Rules"). The Company agrees to be bound by and held subject to the Rules as well as the provisions contained in the Agreement. The Company agrees that the Bank has the right to audit for compliance with the ACH Agreement and the Rules and will provide all documentation upon request. The Bank has the right to terminate or suspend the Agreement for breach of these Rules . A copy of the Rules is available to the Company upon request.
 7. With respect to "on-us" electronic debit and/or credit entries, the relationship between the Bank and Company will be governed by the Rules and, to the extent applicable, the Bank agrees to assume all the rights and obligations of both an "Originating Bank" and a "Receiving Bank", and the Company agrees to assume the rights and obligations of a "Company", as all such terms are defined within the Rules. The Company agrees to make the same warranties to the Bank as the Bank would be required to make pursuant to the Rules were the Bank an "Originating Bank".
 8. In the event that the operation rules of a local or regional automated clearing house, or the arrangements between the Bank and a correspondent bank, are more restrictive than, or are at variance with, the Rules, the Company agrees to be bound by such more restrictive or varying rules.
 9. Company will maintain a demand deposit account (hereinafter called the "Company Account") with the Bank to which the Bank will credit amounts received in collection of electronic debit entries. All such credits are provisional and the Bank may charge the Company Account, as well as any other account of the Company with the Bank, for a returned or rejected electronic debit entry. Company authorizes the Bank to debit the Company Account on the day the returned or rejected electronic debit entry is received by the Bank or thereafter. Company warrants that it shall maintain a sufficient balance in the Company Account to cover returned or rejected electronic debit entries. Company will pay to Bank the amount of any returned or rejected electronic debit entry, which for any reason cannot, in part or in whole, be debited against the Company Account. Bank may require Company to maintain a minimum balance sufficient to cover returned or rejected electronic entries.
 10. Bank is not obligated to process any electronic credit entry unless the Company Account contains a balance in collected funds sufficient to pay all electronic credit entries submitted by the Company. If the Bank should elect to process any electronic credit entry for which it has not received final settlement, the amount of the such entry, at the option of the Bank, shall therefore become immediately due and payable by the Company to the Bank, and the Bank shall have the right to charge the amount thereof to the Company Account or claim a refund from the Company.

11. Company will compensate and agrees to pay the Bank for providing the services indicated herein in accordance with the fee schedule. The Bank upon written notice may change these fees from time to time to the Company. The Bank may charge the Company Account, as well as any other account of the Company with the Bank, for any such charges or fees.

12. Company will not initiate an electronic credit and/or debit entry with respect to any Customer until the Company has obtained the written authorization (hereinafter called the "Authorization") of such Customer to do so and, in the case of electronic debit entries, has complied with the further requirements of paragraph (13), hereunder. The Authorization shall be in form acceptable to the Bank. The Company will retain the original or a copy of the Authorization received by the Company as prescribed in the Rules. The Company, upon the Bank's request, will furnish the Bank with original or a copy of the Authorization. In addition, the Company agrees to notify the Bank at least 3 calendar days in advance of its initiation of an electronic debit entry or credit entry to the account of a customer for the first time. Such notice shall contain the information prescribed in the Rules. The Company agrees to strictly comply with the provisions of the paragraph, and the Company understands that the Bank will be relying upon such promise in order that the Bank may comply with federal and state laws and regulations in respect of electronic funds transfers.

13. Bank shall not generate advices of electronic debits and/or credits against accounts of Customers maintained with the Bank except to the extent it is required to do so. In the event that the Company initiates credit entries representing the payment of salary or wages to the accounts of its employees, the Company agrees to furnish each employee with a detailed statement of earnings no later than the day said employee's account is due to be credited by the Bank.

14. Should the Company wish to change the amount or date of billing of an electronic debit entry in respect of any Customer, it shall mail or deliver written notice to the Customer ten (10) days before such electronic debit entry; however, should the Company inform a Customer of his/her entries varying in amount, such Customer may elect to receive notice only when an electronic debit entry does not fall within a specified range of amounts (which shall in all respects be reasonable) or, alternatively, only when an electronic debit differs from the most recent amount by more than an agreed upon amount. The Company agrees to comply strictly with the provisions of this paragraph, and the Company understands that the Bank will be relying upon such promise in order that the Bank may comply with federal and state laws and regulations in respect of electronic funds transfers.

15. Company represents and warrants to the Bank that, in cases of electronic debit entries:

- Each electronic entry initiated by the Company is for a sum due and owing the Company directly or as an authorized agent.
- The Company has received a signed written agreement from the Customer, with a copy thereof given to the Customer, authorizing the Company to make prearranged debits from the Customer's account (hereinafter, as above, called the "Authorization");
- Each electronic entry initiated by the Company is in accordance with a valid Authorization held by the Company, and the Company has complied with the Rules with respect to same, including retention of the original or a copy of each Authorization;
- The Company is solely responsible for and is complying with the laws and regulations governing the initiation of preauthorized electronic debits, including but not limited to the Electronic Fund Transfer Act of 1978 and Federal Reserve Regulation E, in particular sections 205.10 (b) and (d), as currently in effect and as amended;
- At the time an electronic entry is processed by the Bank and any receiving banks, the Authorization has not been terminated with respect to such electronic entry; provided, however, that this letter warranty shall not apply if, at the time of processing the electronic entry, the receiving bank has actual knowledge of a termination of the Authorization.

16. Company hereby agrees to indemnify and hold harmless the Bank against and in respect of any claim, demand, proceedings, losses, liabilities, expenses (including attorney's fees), and damages, including consequential, special, and punitive damages, to comply with: (a) this agreement, including any breach of its warranties hereunder; (b) the Rules, (c) any other agreement(s) between the Company and Customer and (d) all applicable laws and regulations, including the sanction laws administered by OFAC.

17. Bank may transmit the electronic credit and/or debit by such means the Bank deems appropriate to convey the Company entries. The Bank shall not be liable for interruption of communication facilities, errors in

transmission, suspension in payments by another financial institution, war, emergency conditions, acts of God, or any similar or dissimilar causes beyond the reasonable control of the Bank.

18. Company agrees that origination of ACH debits and credits creates substantial risk to the bank and will originate items only when sufficient "Collected Funds" are available to cover such transmissions. Additionally, The Bank, at it's discretion, may require annual financial statements and the Company agrees to provide such at the Bank's request.

19. The Company shall be aware that as originators of ACH entries, they are subject to applicable U.S. law when initiating these entries. This includes, among other things, that the originator is not violating OFAC enforced sanctions, and that it is not acting on behalf of, or transmitting funds to or from, any party subject to such sanctions. Originators should be aware that they will be held to an obligation to originate only lawful ACH entries under their agreements with their ODFI's. Originators are strongly encouraged to obtain Specially Designated National (SDN) and other compliance information directly from OFAC. OFAC's compliance Hotline may be reached at (800) 540-OFAC.

20. The obligations and responsibilities of the Bank shall be limited to those specified in this Agreement or Amendments thereof. The Bank will not be obligated or responsible with respect to any act or failure to act by a correspondent bank, SWACHA, NACHA, a regional or local automated clearinghouse, or any other third party. In no event shall the Bank be liable for any indirect, special, or consequential damages, even if the Bank is advised of the possibility of such damages.

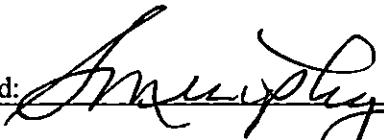
21. Either party hereto shall have the right to terminate this Agreement, without cause, by giving the other party at least 30 days prior written notice: provided, however, that this Agreement shall continue to be in full force and effect for all electronic entries initiated by the Company prior to the termination of the Agreement. If the party to whom such notice is to be given agrees in writing, the notice period may be less than 30 days. Notwithstanding the foregoing, in the event of the Company's insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of proceedings therefore or any assignment for the benefit of the Company's creditors, or if in the opinion of the Bank the Company's financial condition has become impaired, then the Bank, at its option, may terminate this Agreement immediately, without notice.


22. This Agreement contains the entire understanding of the parties and may not be changed orally. The terms and provisions of this Agreement shall inure to the benefit of and binding upon the Company, the Bank, and their respective successors and assigns; provided, however, that the Company may not assign its rights hereunder without prior written consent of the Banks.

23. Company agrees that it will not originate Cash Management entries to foreign countries, individuals or agencies (IAT) through this ACH Cash Management System.

By signing below, the Company hereby accepts and agrees to the terms and conditions of this Agreement.

Company : Polk County

Signed: 
Name: Sydney Murphy
Title: Polk County Judge
Date: 7/12/22

Signed: 
Name: Terri Williams
Title: Polk County Treasurer
Date: 7-12-22

First State Bank

Signed: Melody Kellar

Name: Melody Kellar

Title: AVP-Marketing

Date: 7-12-22

Exhibit A
ACH Origination Fee Schedule

<u>ACH</u>	<u>Fee</u>
ACH Origination Module	\$ 0.00
ACH Per Item	\$.24
ACH Batch Transmission	\$ 5.00