

TREASURY MANAGEMENT SERVICES AGREEMENT – PUBLIC FUNDS ENTITY

This TREASURY MANAGEMENT SERVICES AGREEMENT is executed as of the 23 day of July, 2018 ("Effective Date") by and between First Financial Bank, N.A., a national association ("Bank"), TX Wise County ("Customer"), Tax Identification number 75-6001203.

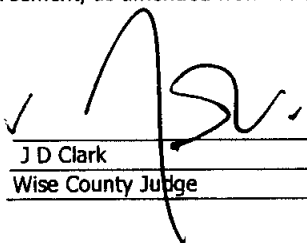
- Treasury Management Services.** Bank offers various Treasury Management Services (individually, referred to herein as a "Service"; when one or more, collectively referred to herein as the "Services") to its commercial customers. Enrollment in any individual Service requires the completion of Schedule A, the Treasury Management Services Request ("Schedule A"). Enrollment in a Service is accomplished by obtaining, completing and signing Schedule A, and submitting it to Bank in person, through regular mail, by facsimile, or via email. Customer understands and agrees that Bank is relying on the information provided by the Authorized Signer executing Schedule A in providing the Services hereunder. The procedures, terms and conditions in this Agreement now govern those Services. Any capitalized terms not defined herein shall have the meaning ascribed to them in the "Treasury Management Services Agreement – Procedures, Terms and Conditions."
 - Fees.** Customer agrees to pay Bank for the Service(s) in which Customer enrolls in accordance with the fee schedule for the applicable Service(s), a copy of which will be provided to Customer at the time Customer contracts for such Service(s).
 - Term.** The term of this Agreement indefinite, unless terminated by either party pursuant to the termination provisions herein.
 - Entire Agreement.** This Treasury Management Services Agreement and addenda; the Treasury Management Services Agreement - Procedures, Terms and Conditions and addenda; the Treasury Management Services Request; all applicable Service fee schedules, and attachments, schedules and exhibits thereto, as well as all items expressly incorporated by reference herein shall constitute a single agreement (collectively referred to herein as the "Agreement"), and, as such, shall contain the terms and conditions which govern the Services, and shall constitute the entire agreement between the parties as relates to the Treasury Management Services offered by Bank. This Agreement supersedes any prior agreements or representations relating to the Services and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.
 - Authorizations.** Customer agrees to deliver to Bank, prior to or simultaneous with execution of this Agreement or at any time upon Bank's subsequent request, a Corporate Resolution identifying individuals who are authorized to execute this Agreement.
 - Related Entities.** If Customer desires to obtain Services on behalf of any Related Entities that Customer lists on the Related Entities Schedule ("Schedule B") or any additional Related Entities continuation schedules, Customer hereby represents and warrants that the Related Entities are either (a) a Parent Related Entity, (b) a Subsidiary Related Entity, or (c) an Affiliate Related Entity, as such terms are defined in Section 22 of the General Provisions of the Treasury Management Services Agreement – Procedures, Terms and Conditions. Furthermore, Customer hereby agrees and acknowledges that by listing any Related Entities, Customer is also making all representations and warranties set forth in Section 22 of the Treasury Management Services Agreement – Procedures, Terms and Conditions applicable to Related Entities.
 - Limitation of Liability and Indemnification Obligations.** Notwithstanding anything in the Treasury Management Services – Procedures, Terms and Conditions or anywhere else in this Agreement to the contrary, to the fullest extent allowed by applicable law and under the constitution of the State of Texas, the public funds entity Customer will not be liable nor have an obligation to indemnify the Bank for any consequential, incidental, indirect, exemplary, special or punitive damages (including, without limitation, loss of revenue or anticipated profits), or for any indirect loss that Bank may incur of suffer in connection with the services provided hereunder, even if the Customer has been informed of the possibility of such damages.
 - Authority To Execute Agreement.** The individual executing this Agreement on behalf of Customer expressly represents and warrants to Bank that (a) the individual is within their power and authority to enter into and execute this Agreement on behalf of Customer, (b) that the individual's actions in entering into this Agreement have been duly authorized and approved by Customer in accordance with all necessary actions, and (c) that this Agreement shall be legally binding on Customer after the individual's execution.
- In consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Customer agrees to purchase from Bank certain Services, and Bank agrees to provide Customer such Services, on the terms and conditions stated in this Agreement, as amended from time to time as provided for herein.

Wise County
"CUSTOMER"

Signature:

Name:

Title:



J D Clark

Wise County Judge

(Authorized Signer)

Schedule A

Treasury Management Services Request

Customer Name Wise County

| Product | Date Services Added |
|------------------------------------------------------|-----------------------------|
| <input checked="" type="checkbox"/> ACH Services | <u>existing</u> |
| <input checked="" type="checkbox"/> Online Banking | <u>existing</u> |
| <input checked="" type="checkbox"/> Positive Pay | <u>7/23/18</u> |
| <input checked="" type="checkbox"/> Payee Name Match | <u>7/23/18</u> |
| <input checked="" type="checkbox"/> ACH Block/Filter | <u>7/23/18</u> |
| <input type="checkbox"/> Remote Deposit Capture | <u> </u> |
| <input type="checkbox"/> Wire Transfer | <u> </u> |
| <input type="checkbox"/> Reverse Wire Transfer | <u> </u> |

By checking the box next to a particular Service or Services, I hereby authorize Bank to provide such Service(s).

Default Options

Positive Pay

- Option 1: Bank will PAY all check Exception Items
- Option 2: Bank will RETURN all check Exception Items
- Opt Out of Payee Name Match (payee name will not be validated)

ACH Block/Filter

- Option 1: Bank will PAY all ACH Exception Items
- Option 2: Bank will RETURN all ACH Exception Items

Wire Transfer

- Option 1: Customer chooses to submit wire transfer instructions via Online Banking System's Wire Transfer Feature
- Option 2: Customer chooses to submit wire transfer instructions by telephone with dual callback. A facsimile is required on all third party wires
- Option 3: Customer chooses to submit wire transfer instructions by telephone with callback verification to the same person submitting the request. A facsimile is required on all third party wires

By checking the box next to a particular option, I hereby authorize Bank to make such option the default.

7/23/2018

Date


Signature of Authorized Signer from Corporate Resolution or Authorized Administrator from
Schedule C - Delegation of Authority to Authorized Administrators

Signer Name (print) JD Clark
Tax Identification Number 75-6001203
Address 207 N Church St.
City, State Zip Decatur, Texas 76234
Phone Number 940-627-3523 Fax Number

Disclaimers

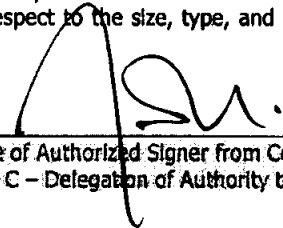
Bank recommends Customer establish dual control authority for all outgoing funds transfer requests. This dual control is requiring one Authorized Party to draft the instructions followed by a second Authorized Party to approve. This provides Bank and Customer with greater protection against error and unauthorized transactions to be executed.

Customer has considered the Bank's recommendation to have two Authorized Parties that can draft or approve each outgoing funds transfer request but requests the Bank accept and process outgoing funds transfer requests with the approval of only one Authorized Party.

Customer hereby waives any protection offered by the use of the procedure recommended by the Bank. Customer agrees to be bound by any payment order (whether or not authorized) issued in Customer's name and accepted by Bank in compliance with the Security Procedure selected by Customer. Customer agrees that a lack of dual control is commercially reasonable for Customer's purposes, including with respect to the size, type, and frequency of funds transfers it anticipates issuing and the information which will be transmitted.

7/23/2018

Date

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Signature of Authorized Signer from Corporate Resolution or Authorized Administrator from Schedule C – Delegation of Authority to Authorized Administrators

Schedule C

DELEGATION OF AUTHORITY TO AUTHORIZED ADMINISTRATORS

Customer Name Wise County

Any capitalized terms not defined herein shall have the meaning ascribed to them in the Treasury Management Services Agreement - Procedures, Terms and Conditions.

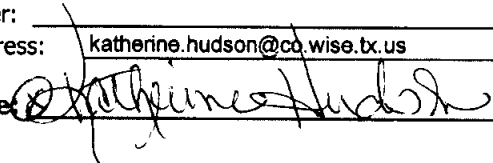
Delegation of Authority

By signing below, you authorize each person listed below to be an Authorized Administrator with the authority to do any combination of the following:

- A. Enroll Customer in any Treasury Management Service through the execution of a Treasury Management Services Request;
- B. Appoint and remove User(s) (as that term is defined in Section 5(c) of the General Provisions of the Treasury Management Services Agreement - Procedures, Terms and Conditions) to perform authorized transactions under the Agreement and any applicable Treasury Management Services Request; and
- C. To perform any transactions pursuant to the Agreement and Treasury Management Services Request.

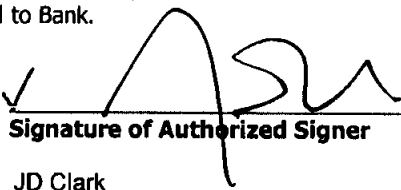
The Authorized Administrator listed below does not have the authority to execute the Treasury Management Services Agreement or appoint or remove any Authorized Administrator(s).

Name: Katherine Hudson
Title: Wise County Treasurer
Business Address: PO Box 952 Decatur, Tx 76234
Telephone Number: 940-627-3540
Fax Number: _____
E-mail Address: katherine.hudson@co.wise.tx.us

Signature: 

This Delegation shall be binding and the authority shall remain in force until written notice of any revocation or modification is delivered to Bank.

7/23/2018
Date


Signature of Authorized Signer
JD Clark
Name (Print)



WISE COUNTY ASSET CONTROL OFFICE
P.O. Box 952
400 W Walnut
Decatur, TX 76234

Phone – 940-627-3312

Fax – 940-627-4717

Wise County may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

By signing this document, your company will be providing the written verification required by Texas Government Code Section 2270.002.

Digitally signed by Les P Mariotti
DN: cn=Les P Mariotti, o=First
Financial Bank NA, ou,
email=lmariotti@ffin.com, c=US
Date: 2018.07.25 10:39:46 -05'00'

Signature

Les Mariotti

Printed Name

EVP/COO

Title

First Financial Bank N.A.

Company Name

07/25/18

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

First Financial Bank
Fort Worth, TX United States

Certificate Number:
2018-384412

Date Filed:
07/25/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Wise County Texas

Date Acknowledged:
7-30-18

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Banking 2018
Banking Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
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5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Les Mariotti, and my date of birth is 07/03/1952.

My address is 4930 Viejo Ct, Granbury, TX, 76049, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 25th day of July, 2018.
(month) (year)



Digitally signed by Les P Mariotti
DN: cn=Les P Mariotti, o=First
Financial Bank NA, ou,
email=lmariotti@ffin.com, c=US
Date: 2018.07.25 10:47:12 -05'00'

Signature of authorized agent of contracting business entity
(Declarant)