

**REQUEST FOR AGENDA PLACEMENT FORM**

MAR 26 2018

Submission Deadline - Tuesday, 12:00 PM before Court Dates

**SUBMITTED BY:**

**TODAY'S DATE: 03/20/2018**

**DEPARTMENT: Treasurer and Auditor**

**SIGNATURE OF DEPARTMENT HEAD:**

**REQUESTED AGENDA DATE: 03/26/2018**

**SPECIFIC AGENDA WORDING: Approval of Amended Safekeeping Agreement with First Financial Bank.**

**PERSON(S) TO PRESENT ITEM:**

**SUPPORT MATERIAL: (Must enclose supporting documentation)**

**TIME:**

**ACTION ITEM:** \_\_\_\_\_

**WORKSHOP** \_\_\_\_\_

(Anticipated number of minutes needed to discuss item)

**CONSENT:** \_\_\_\_\_

**EXECUTIVE:** \_\_\_\_\_

**STAFF NOTICE:**

**COUNTY ATTORNEY:** x

**IT DEPARTMENT:**

**AUDITOR:** \_\_\_\_\_

**PURCHASING DEPARTMENT:** \_\_\_\_\_

**PERSONNEL:** \_\_\_\_\_

**PUBLIC WORKS:** \_\_\_\_\_

**BUDGET COORDINATOR:**

**OTHER:** \_\_\_\_\_

\*\*\*\*\*This Section to be Completed by County Judge's Office\*\*\*\*\*

ASSIGNED AGENDA DATE: \_\_\_\_\_

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE \_\_\_\_\_

COURT MEMBER APPROVAL \_\_\_\_\_

Date \_\_\_\_\_

## AMENDED SAFEKEEPING AGREEMENT

THIS SAFEKEEPING AGREEMENT (this “**Agreement**”) is entered into as of the 26 day of March, 2018, by and between FIRST FINANCIAL BANK, N.A., a national banking organization (the “**Bank**”) and **Johnson County** (the “**Depositor**”). The Bank and Depositor agree that all securities and/or other property deposited with and accepted by Bank (the “**Security**” or “**Securities**”) shall be governed by the terms and conditions set forth herein, and agree to the following:

### WITNESSETH:

The Bank shall establish and maintain a custody account (the “**Account**”) for and in the name of the Depositor and hold therein all Securities deposited with or collected by the Bank in its capacity as custodian for the Account. The terms “**Security**” or “**Securities**” shall mean any negotiable or non-negotiable investment instrument(s) commonly known as a security or securities in banking custom or practice, and so long as held by the Bank, all income therefrom and all cash deposited by, or for the account of, the Depositor. The Bank agrees to open the Account and hold all Securities and other property, from time to time, deposited with or collected by the Bank for the Account, subject to the terms and conditions of this Agreement, as the same may be amended from time to time. This Safekeeping Agreement is in addition to the Johnson County Bank Depository Contract which includes Exhibit “A”, Johnson County Depository Pledge Contract, and Exhibit “B”, Johnson County Collateral Security Agreement entered into for a four year term beginning June 1, 2013 and continuing until May 31, 2017 between County and Bank and is being entered into for the specific purpose of Bank holding certificates of deposit of purchased by County. This Safekeeping Agreement shall in no way affect the terms and conditions of the Johnson County Bank Depository Contract.

### SECTION 1 ACCEPTANCE OF SECURITIES

(a) The Bank shall accept delivery from and on behalf of the Depositor such Securities as shall, from time to time, be acceptable to it and shall hold such Securities pursuant to the terms of this Agreement. Any Securities now held by the Bank for the Depositor under a prior safekeeping or custody agreement shall be deemed to have been deposited hereunder. The Bank shall have no responsibility to (i) determine the validity, genuineness or alteration of the Securities or related instruments delivered pursuant to the terms hereof; (ii) review the Securities; or (iii) advise the Depositor of the purchase, retention, sale, exchange, disposition, call for redemption of the Securities or related instruments.

(b) The Bank shall supply to the Depositor from time to time as mutually agreed by the Bank and the Depositor a written statement with respect to all of the Securities held in the Account. In the event that the Depositor does not inform the Bank in writing of any exceptions or objections to such statement within thirty (30) days after receipt of such statement, the Depositor shall be deemed to have approved such statement.

(c) The Bank shall segregate and identify on its books and records as belonging to the Depositor all Securities delivered by or for the account of the Depositor which are held by the Bank in the Account.

(d) The Depositor authorizes the Bank, for any Securities held hereunder, to use the services of any United States central securities depository it deems appropriate where it may hold any of its own securities, including, but not limited to, the Depository Trust Company and the Federal Reserve Book Entry System. The term "*central securities depository*" shall also include any depository service which acts as a custodian of securities in connection with a system for the central handling of securities whereby all securities of a particular class or series of any issuer deposited within the system are treated as fungible and may be transferred by bookkeeping entry without physical delivery of security certificates. Placement by the Bank of Securities into a central securities depository or safekeeping facility neither augments nor diminishes the Bank's duties or obligations under any other paragraph of this Agreement, provided that the Bank shall have no liability for the acts or failure to act of any such central securities depository.

(e) The Bank is authorized (in its discretion) to acquire, place, hold, register and re-register the Securities in the name of the Depositor, the Bank or the Bank's nominee unless alternative and acceptable registration instructions are promptly furnished by the Depositor.

## SECTION 2 COLLECTION OF INCOME

The Bank agrees to collect and receive the dividends, interest and other income from the Securities, as directed by the Depositor, and will credit the Depositor's designated deposit account or submit payment directly to Depositor for such items. Charges, if any, will be charged to the Depositor's designated deposit account or, in Bank's sole discretion, billed to Depositor. The Depositor expressly agrees that the Bank will not be liable for failure to perform this service, as it is intended merely as an aid to the Depositor and does not relieve the Depositor of its own duty to keep itself informed of information affecting its own portfolio. The Bank is hereby authorized to sign, on the Depositor's behalf, any declarations, affidavits, certificates of ownership, or other documents which are now or may hereafter be required with respect to coupons, registered interest, dividends or other income on the Securities. **THE DEPOSITOR HEREBY AGREES TO REIMBURSE, INDEMNIFY, AND HOLD HARMLESS, THE BANK, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEYS' FEES AND COURT COSTS) THAT MAY ARISE BY REASON OF THE EXECUTION OF ANY SUCH DOCUMENTS BY THE BANK.**

## SECTION 3 COLLECTION OF PRINCIPAL

The Bank is authorized to collect, receive and receipt for the principal of all Securities when and as the same may mature, be redeemed, or be sold upon the order of the Depositor. The proceeds of such collections, as well as any other principal payments received for any Securities, will be credited to the Depositor's designated deposit account. The Bank will use commercially

reasonable efforts to collect the Securities and other property at maturity and at dates of call for payment, but assumes no responsibility for its failure to do so and shall not be obligated to institute or participate in any legal proceedings relative thereto. The Depositor expressly agrees the Bank will not be liable for the insolvency, or default in the payment of principal or interest or in the performance, of the issuer of any Securities.

#### **SECTION 4 WITHDRAWAL OF SECURITIES**

In the event the Depositor is an individual, the Securities will be released upon the Bank's receipt of written instructions from the Depositor. In the event the Depositor is an entity, the Securities will be released upon the instructions of an Authorized Representative (as hereafter defined) of Depositor. The Depositor expressly agrees that the Bank shall not be liable for any loss, damage, or liability resulting from the Bank's actions taken in accordance with instructions given to the Bank by the Depositor or Required Number of Authorized Representatives (as hereafter defined). If the Depositor has delivered to the Bank Securities subject to a pledge, such Securities will be released only upon the receipt of (i) a written notice from the Depositor or an Authorized Representative, if requested by Bank, (ii) a written release of the pledgee, and (iii) a certificate of the Depositor certifying that the signature of the pledgee is authorized and authentic.

#### **SECTION 5 STANDARD OF CARE**

The Bank shall exercise commercially reasonable care in receiving, holding and handling the Securities. The Bank will exercise commercially reasonable care expected of a professional custodian for hire with respect to the Securities in its possession or control.

#### **SECTION 6 DEPOSITOR DUTIES**

(a) In the event the Depositor is an entity, Depositor shall provide the Bank with a written certificate in a form substantially similar to the document attached hereto as Exhibit A containing the name and specimen signatures of each person who is authorized to act and give direction on behalf of the Depositor with respect to the Account (the "**Authorized Representative**") and the number of Authorized Representatives that are required in order to provide written authorization on behalf of the Depositor and/or to amend Exhibit A (each such number specified on Exhibit A is referred to below as the "**Required Number of Authorized Representatives**"). The Bank is authorized to act upon instructions received from the Required Number of Authorized Representatives. The Bank shall be entitled to rely upon such certificate until otherwise notified in writing by Depositor or the Required Number of Authorized Representatives. In addition, the Depositor agrees to hold the Bank harmless and without liability for any claims or losses in connection with any instructions received from the Required Number of Authorized Representatives. Exhibit A may be amended from time to time in whole or in part in accordance with instructions from the Required Number of Authorized Representatives.

(b) The Bank is further authorized to rely upon any written instructions or instructions received by any other means and identified as having been given or authorized by the Authorized Representative(s), provided that the Bank and the Depositor shall have agreed in writing upon the means of transmission and the method of identification for such instructions. Instructions received by any other means shall include verbal instructions, provided that any verbal instruction shall be promptly confirmed in writing. In the event verbal instructions are not subsequently confirmed in writing, as provided above, the Depositor agrees to hold the Bank harmless and without liability for any claims or losses in connection with such verbal instructions. Notwithstanding the above, instructions for the withdrawal of securities "*free of payment*" shall be given only in writing, and manually signed by any such authorized persons.

(c) In the event that the Bank shall receive conflicting instructions from the Depositor regarding any particular transaction, the Bank shall have no duty to attempt to resolve such conflict; provided, however, the Bank may rely upon the instruction first received by the Bank and the Bank is hereby held harmless from all consequences of such reliance.

## **SECTION 7 BANK DUTIES**

(a) The Bank shall receive or deliver, or shall instruct any other entity authorized to hold Securities hereunder to receive or deliver, Securities and credit or debit the Account, in accordance with written instructions from the Depositor. The Bank or such entity shall also receive in custody all stock dividends, rights and similar securities issued in connection with the Securities held hereunder, shall surrender for payment, in a timely manner, all items maturing or called for redemption and shall take such other action as the Depositor may direct in properly authorized and timely written instructions to the Bank.

(b) All cash received or held by the Bank as custodian or by any entity authorized to hold the Securities hereunder as interest, dividends, proceeds from transfer, and other payments for or with respect to the Securities shall be (i) held in an account, or (ii) in accordance with written instructions received by the Bank, remitted to the Depositor.

(c) During the Bank's regular banking hours and upon receipt of reasonable notice from the Depositor, any officer or employee of the Depositor, any independent accountant(s) selected by the Depositor and any person designated by any regulatory authority having jurisdiction over the Depositor shall be entitled to examine on the Bank's premises, the Securities held by the Bank on its premises, but only upon the Depositor's furnishing the Bank with properly authorized instructions to that effect, provided, such examination shall be consistent with the Bank's obligations of confidentiality to other parties. The Bank's costs and expenses in facilitating such examinations, including but not limited to the cost to the Bank of providing personnel in connection with examinations shall be borne by the Depositor. The Bank shall also, subject to restrictions under applicable law, seek to obtain from any entity with which the Bank maintains the physical possession of any of the Securities in the Account such records of such entity relating to the Account as may be required by the Depositor or its agents in connection with an internal examination by the Depositor of its own affairs. Upon a reasonable

request from the Depositor, the Bank shall use its reasonable efforts to furnish to the Depositor such reports (or portions thereof) of the external auditors of each such entity as related directly to such entity's system of internal accounting controls applicable to its duties under its agreement with the Bank.

(d) The Bank will transmit to the Depositor upon receipt, all financial reports, stockholder communications, notices, proxies and proxy soliciting materials received from issuers of the Securities and all information relating to exchange or tender offers received from offerors with respect to the Securities. Proxies will be executed by the registered holder if the registered holder is other than the Depositor, but the manner in which the Securities are to be voted will not be indicated. Specific instructions regarding proxies will be provided when necessary. The Bank shall not vote any of the Securities or authorize the voting of any Securities or give any consent or take any other action with respect hereto, except as provided herein. The Bank is authorized to accept and open in the Depositor's behalf all mail or communications received by it or directed to its care.

(e) In the event of tender offers, the Depositor shall mail, email or fax instructions to the Bank as to the action to be taken with respect thereto or telephone such instructions to Depositor's account administrator at the Bank, designating such instruction as being related to a tender offer. The Depositor shall deliver to the Bank, by 4:00 p.m., Abilene, Texas time on the following calendar day, written confirmation of such oral instruction. The Depositor shall hold the Bank harmless from any adverse consequences of the Depositor's use of any other method of transmitting instructions relating to a tender offer. The Depositor agrees that if it gives an instruction for the performance of an act on the past permissible date of a period established by the tender offer or for the performance of such act or that it fails to provide next day written confirmation of an oral instruction, the Depositor shall hold the Bank harmless from any adverse consequences of failing to follow said instructions.

(f) The Bank is authorized to accept and open in the Depositor's behalf all mail or communications received by it or directed to its care and upon receipt will transmit such to the Depositor.

(g) The Bank shall promptly notify the Depositor of any calls for redemption, mergers, tenders, consolidations, reorganizations, recapitalizations, or similar proceedings affecting the Securities (other than those Securities registered in the Depositor's name) held in the Account, provided notice of such proceedings appears in standard New York financial publications or a service to which the Bank subscribes. The Bank shall not be liable for late presentation of such items when the Depositor has failed to timely instruct the Bank in writing. Should any Security held in a central securities depository be called for a partial redemption by the issuer of such Security, the Bank is authorized, in its sole discretion, to allot the called portion to the respective holders in any manner it deems fair and equitable.

(h) The Bank shall present all maturing bonds and coupons for collection and is authorized to receive payment of income and principal on other items in accordance with their terms. All funds so collected shall be credited to the Account or remitted in accordance with the

instructions of the Depositor.

(i) The Depositor acknowledges and agrees that the Bank shall not be liable for any loss or damage arising out of a cause beyond the Bank's control.

## **SECTION 8 FOREIGN SECURITIES**

The Bank shall not hold Securities which are issued by foreign governments or foreign companies or for which the principal trading market is located outside the United States hereunder. Should the Bank elect to hold such securities, such activities shall be governed by a separate agreement between the Bank and the Depositor.

## **SECTION 9 FEES AND EXPENSES**

(a) The Depositor agrees to promptly pay upon receipt of an invoice from the Bank the fees and expenses set forth therein. The fees and expenses for the services to be rendered under this Agreement have been provided to the Depositor and are incorporated herein for all purposes, and as such may be amended from time to time, effective upon 30 days' prior written notice by the Bank to the Depositor. In addition, if the Bank advances securities to the Depositor for any purpose or in the event that the Bank or its nominee shall incur or be assessed any taxes, charges, expenses, assessments, claims or liabilities in connection with the performance of its duties hereunder, except such as may arise from or be caused by the Bank's or its nominee's gross negligence or willful misconduct, Depositor shall immediately reimburse the Bank, or its nominee, for such advances, taxes, charges, expenses, assessments, claims or liabilities, or replace such Securities. Notwithstanding the foregoing, Bank will not charge a fee for holding County's certificates of deposit but will be reimbursed for expense as set forth above.

(b) The Bank may, in its sole discretion, advance funds on behalf of the Depositor which results in an overdraft if the monies held in the Account are insufficient to pay the total amount payable upon purchase of Securities as instructed. Any such overdrafts shall be deemed to be a loan made by the Bank to the Depositor payable promptly upon demand and bearing interest at the Bank's prime rate plus two percent per annum from the date incurred. Notwithstanding anything contained in this Agreement to the contrary, the Bank shall have no obligation to advance funds on behalf of the Depositor.

(c) The Bank shall have a lien on the Securities in the Account to secure payment of such fees and expenses, taxes, advances and other charges incurred under this Section 9. The Depositor agrees that the Bank's lien shall be a continuing lien and security interest in and on any Securities at any time held by or through it in accordance with this Agreement, for the benefit of the Depositor or in which the Depositor may have an interest which is then in the Bank's possession or control or in possession or control of any third party acting on the Bank's behalf. Upon failure by the Depositor to cure any overdraft amounts, or to reimburse the Bank promptly after the request for payment, the Bank may immediately and without further notice

dispose of Securities to the extent necessary to obtain reimbursement. The Bank shall have all of the rights and remedies of a secured creditor under the Uniform Commercial Code as in effect in State of Texas from time to time with respect to the Securities.

(d) The Bank is hereby authorized to charge the Depositor's designated deposit account under this Safekeeping Agreement for all fees and charges incurred or assessed hereunder.

## SECTION 10 INVESTMENT RESPONSIBILITY

Unless otherwise agreed in writing by the Depositor and the Bank, the Bank is under no duty to (i) advise the Depositor relative to the investment, purchase, retention, sale, or other disposition of any Securities held hereunder; (ii) supervise the Depositor's investments, purchases or sales; (iii) invest, or see to the investment of, any cash proceeds or other cash deposited hereunder and held by the Bank; or (iv) determine whether any investment or sale made for the Account by Depositor is made in conformity with Depositor's requirements or understandings. The Bank's duties hereunder are strictly ministerial in nature and are limited to those duties expressly set forth in this Agreement. Nothing in this Agreement shall be construed to impose fiduciary responsibilities on the Bank.

## SECTION 11 LIMITATION OF LIABILITY & INDEMNIFICATION

The Bank undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, it being expressly understood that there are no implied duties hereunder. In addition to other provisions of this Agreement, the Depositor agrees that the Bank (a) will be responsible only for the exercise of reasonable commercial standards of the banking business; (b) will not be liable for any loss or damage to the Securities when such loss or damage is due to any cause other than failure to exercise reasonable commercial standards, and in any event will not be liable for any decline in the market value of the Securities; (c) will not be considered an insurer against risk of loss, damage, destruction or decline in market value of the Securities; and (d) will not have liability to the Depositor with respect to the services rendered by the Bank pursuant to this Agreement until such time as the Securities are actually delivered to the Bank, it being understood and agreed that the Depositor bears the risk of loss with respect to shipment and delivery of the Securities to the Bank. **IN NO EVENT SHALL THE BANK BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OTHER THAN DAMAGES WHICH RESULT FROM THE BANK'S FAILURE TO ACT IN GOOD FAITH OR IN ACCORDANCE WITH THE REASONABLE COMMERCIAL STANDARDS OF THE BANKING BUSINESS OR (II) SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

In addition to any and all rights of reimbursement, indemnification, or any other rights pursuant hereto or under law or equity, the Depositor hereby agrees, to the extent permitted by



Texas law, to indemnify and hold harmless the Bank and its officers, directors, employees, agents, affiliates, subsidiaries, and parent companies (the “**indemnified parties**”) from and against any and all claims, damages, losses, liabilities, costs, or expenses whatsoever (including attorneys’ fees and court costs) which they may incur (or which may be claimed against them by any person or entity whatsoever) by reason of or in connection with (a) any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the information supplied by the Depositor to the Bank or its nominee in connection with the performance of their duties under this Agreement or the related documents, or the omission or alleged omission to state in such information a material fact necessary to make such statements, in the light of circumstance under which they are or were made, not misleading; (b) any instruction given by the Depositor to the Bank under this Agreement; or (c) the execution and delivery of this Agreement.

If any proceeding shall be brought or threatened against any indemnified party by reason of or in connection with the events described in clauses (a) through (c) above, such indemnified party shall promptly notify the Depositor in writing and the Depositor shall assume the defense thereof, including the employment of counsel satisfactory to such indemnified party and the payment of all costs of litigation. Notwithstanding the preceding sentence, such indemnified party shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the employment of such counsel shall have been authorized in writing by the Depositor or (ii) the Depositor, after due notice of the action, shall not have employed counsel to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such indemnified party shall be borne by the Depositor. The Depositor shall not be liable for any settlement of any such action effected without its consent. Nothing under this section is intended to limit the Depositor’s payment obligations contained elsewhere in this Agreement. This section shall survive the termination of this Agreement.

## **SECTION 12 BANK POWER OF ATTORNEY**

In addition to other rights granted to the Bank pursuant to the terms of this Agreement, the Bank is authorized and empowered in the name of and on behalf of the Depositor to execute any certificates of ownership or other instruments which are or may hereafter be required by any regulations of the United States or any state or political subdivision thereof, so that the Bank may fulfill its obligations hereunder as required in connection with any Securities.

## **SECTION 13 AMENDMENTS**

Except as otherwise provided hereby, the parties may make amendments to this Agreement from time to time, provided that any such amendment shall be reduced to writing; *provided, however*, the Bank may, at any time, in its sole discretion amend any of the provisions of this Agreement upon thirty (30) days’ prior written notice to the Depositor.

**SECTION 14  
SUCCESSORS & ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

**SECTION 15  
COMPLETENESS OF AGREEMENT**

This Agreement, along with a copy of the fee schedule, as may be amended from time to time, delivered to Depositor, constitutes the full and complete agreement between the Bank and the Depositor, and no other understandings or agreement, whether written or oral shall bind either of the parties hereto. The headings of Sections of this Agreement are for the convenience only and have no effect on a party's responsibilities or liabilities.

**SECTION 16  
GOVERNING LAW**

This Agreement shall be governed by the applicable laws of the State of Texas.

**SECTION 17  
TERMINATION**

This Agreement may be terminated by either Depositor or the Bank upon at least ten (10) days prior written notice to the other. The Depositor shall have a period of thirty (30) days from the date of the last and final accounting provided by the Bank to make any objection or claim, and failure to do so within the thirty (30) day period shall be deemed by the parties hereto to constitute accord and satisfaction. As soon as practicable following the termination of this Agreement, the Bank shall deliver all Securities to the Depositor in accordance with the Depositor's written instructions.

**SECTION 18  
NOTICES**

Other than communications between Depositor and Bank that are specifically provided for herein, any notice to be given or to be served upon any party hereto in connection with this Agreement must be in writing, and shall be given by certified or registered mail, facsimile transmission ("fax") or express courier and shall be deemed to have been given and received twenty-four (24) hours after a postage prepaid, is deposited in the United States mail. Such notices shall be given to the parties hereto at the following addresses:

|                 |  |
|-----------------|--|
| If to the Bank: | First Financial Bank, N.A.<br>Attn: Safekeeping Department<br>P.O. Box 701<br>Abilene, Texas 79604 |
|-----------------|--|

If to the Depositor: Kathy Blackwell  
County Treasurer  
Johnson County Courthouse  
2 North Main  
Cleburne, Texas 76033

J. R. "Kirk" Kirkpatrick  
County Auditor  
Johnson County Courthouse  
2 North Main  
Cleburne, Texas 76033

Any notices served by fax shall be deemed to have been given and received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

#### **SECTION 19 MISCELLANEOUS**

(a) This Agreement may be executed in any number of counterparts; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

(b) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(c) Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

(d) The Parties agree that under the Constitution and laws of the State of Texas, Johnson County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

(e) The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said insurance coverage is limited to the

statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

(f) No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.


(g) Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

(h) It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

IN WITNESS WHEREOF, the parties thereto executed this Agreement as of the day and year first above-written.

**BANK:**

**FIRST FINANCIAL BANK, N.A.**

By:   
Name: Nicole M. Peterson  
Title: Str. Safety Representative

**DEPOSITOR:**

**Johnson County**


By:   
Name: Roger Harmon  
Title: County Judge

Exhibit A

**Safekeeping Agreement Authorized Representative(s)**

Depositor (as identified in the foregoing Safekeeping Agreement) hereby designates the following persons as Authorized Representatives with respect to Depositor's Safekeeping Agreement with Bank. Each of these Authorized Representatives is authorized to deliver instructions to Bank regarding the Account, and Bank is fully entitled to act upon such instructions. Each Authorized Representative listed certifies that all of the signatures appearing hereon are true and correct. All written authorizations given by the Depositor must be signed by at least 1 Authorized Representative(s). This Exhibit A may be amended from time to time upon the authorization of at least 1 Authorized Representative(s).

Kathy M. Blackwell  
Signature  
[Signature]  
Signature

Kathy M. Blackwell, County Treasurer  
Printed Name/Title  
J. R. Kirkpatrick, Co. Auditor  
Printed Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

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Signature

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Printed Name/Title

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Signature

\_\_\_\_\_  
Printed Name/Title

EXECUTED (OR REVISED) this 26 day of March, 2018.

[Signature]  
Depositor  
Roger Harmon County Judge  
Printed Name/Title

ACCEPTED THIS 20<sup>th</sup> DAY OF March 2018.

[Signature]  
Safekeeping Representative  
First Financial Bank, N.A.