

# APPLICATION/AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS Franklin County, Ohio

To: The Franklin County Board of Commissioners

## Section I. Application for Deposit of Public Funds

Application/Agreement is hereby made for the period of four years commencing July 1, 2010 and ending June 30, 2014 to be designated by the Franklin County Board of Commissioners (Board) as a depository for the active and inactive deposits of money and funds for Franklin County, Ohio under Section 135.33 of the Ohio Revised Code (ORC).

### APPLICANT/FINANCIAL INSTITUTION INFORMATION:

As required by ORC 135.33 (B) the applicant hereby certifies that it does maintain an office in Franklin County.

Name: \_\_\_\_\_, ("Applicant/Financial Institution")

Home Office Address, City, State, Zip:

\_\_\_\_\_

Branch Locations, if applicable. (Attach separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Charter Class (select one):

- Commercial bank, national (federal) charter and Fed member, supervised by the OCC
- Commercial bank, state charter and Fed member, supervised by the Federal Reserve Bank
- Commercial bank, state charter and Fed nonmember, supervised by the FDIC
- Savings bank, state charter, supervised by FDIC
- Savings association, state or federal charter, supervised by the OTS

FDIC Insured? Yes  No  FDIC Certificate Number: \_\_\_\_\_

Holding Company Name/Location \_\_\_\_\_

PRIMARY CONTACT INFORMATION: (please attach addendum if necessary):

(1) Name: \_\_\_\_\_

(2) Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The maximum amount of such public moneys which this Applicant desires to receive and have on deposit as active deposits at any one time during the period covered by this designation is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

This application is accompanied by a financial statement of the applicant under oath of its \_\_\_\_\_(Cashier, Treasurer, or Other Officer), in such detail as to show the capital funds of the applicant as of the date of its latest report to the Superintendent of Banks or Comptroller of the Currency, adjusted to show any changes therein made prior to the date of the application, that includes a statement of its public and nonpublic deposits, per ORC Section 135.33 (B)

Applicant's Public Deposits: \$\_\_\_\_\_

Applicants' Nonpublic Deposits: \$\_\_\_\_\_

Financial Statement Attached: YES  NO

Applicant agrees to comply with ORC Section 135.33 (B) and 135.32 (A) and that the application maximum deposit amount of \$\_\_\_\_\_ shall not be in excess of thirty percent (30%) of the applicants total assets of \$\_\_\_\_\_.

The undersigned applicant, if designated as said depository shall comply in all respect with Federal and Ohio laws, rules and regulations and shall furnish security for all funds deposited over the amount insured by the Federal Deposit Insurance Corporation, in the aggregate amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

The Applicant hereby certifies that it is a financial institution eligible for Deposits pursuant to ORC Chapter 135 and that it is permitted by all applicable law and regulations to pledge collateral pursuant to ORC 135.37 and by virtue thereof, under Section §135.18 and 135.181. The Financial Institution, if designated as a Depository, further certifies that it will comply in all aspects with ORC Chapter 135 and that it will execute the Resolution, found in Section II, the Security Agreement/Pledge of Collateral ("Security Agreement"), found in Section III, and if requested a Trustee Agreement, as well as any other agreements required by the Franklin County Board of Commissioners and/or Franklin County Treasurer during the term of this designation.

The undersigned applicant bank, if designated as a depository of active deposit funds shall only make reasonable service charges or as authorized by ORC 135.33 (D) and shall invest the said funds and shall provide to the Treasurer a monthly accounting report and demand deposit account analysis as set forth in ORC 135.33 (E).

This Agreement, upon execution by the Financial Institution and approval by the Board of Franklin County Commissioners, shall be binding upon the Financial Institution thereafter. All Deposits held by the Financial Institution shall be governed by the terms and conditions of this Agreement. This Agreement shall remain in full force and in effect until either party has received written notice of termination from the other party no less than 30 days prior to termination. Upon receipt of termination notice, Financial Institution shall return Deposits to Franklin County in the manner set forth by the Treasurer of Franklin County.

If a successor financial institution succeeds to the interest of the Financial Institution or if the Financial Institution is adjudged bankrupt or insolvent, or a receiver, liquidator or conservator of the Financial Institution, or of its property, is appointed, or if any public officer takes charge or control of the Financial Institution, or its property, then the successor financial institution, receiver, liquidator, conservator, or public officer shall, without any further act, be bound by and vested with all rights, powers, duties and obligations of the Financial Institution, including all collateral obligations, under this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and venue for any dispute related to this Agreement shall be in Franklin County, Ohio.

The Financial Institution agrees to comply with all provisions of the Terms and Conditions set out in this Application/Agreement, including any exhibits or appendices, and requests approval as a Depository. The President or any Vice President, or the Controller of the Financial Institution shall sign below.

IN WITNESS WHEREOF, we have by authority of our board of directors, caused our corporate seal to be affixed and these presents to be signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Name of Bank

By: \_\_\_\_\_

\_\_\_\_\_  
Type Name of Authorized Officer(s)

\_\_\_\_\_  
Type Title(s) Held

Recommended By:

Approved By:

Franklin County Board of County Commissioners

\_\_\_\_\_  
Franklin County Treasurer  
ORC Section 135.33 (C)

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

## Section II. Approval for County Deposits

**IMPORTANT NOTE:** The Resolution set out below must be adopted by the Financial Institution's Board of Directors or Loan Committee. If the Resolution is adopted by the Loan Committee, ratification by the Board of Directors at its next meeting is required. Evidence of such ratification must be provided to the Franklin County Board of Commissioners. The Resolution and this Agreement, including the Security Agreement, must be entered upon the records of the Financial Institution.

### Resolution by the • Board of Directors or the • Loan Committee

(Please check the appropriate box above.)

At a duly convened meeting of the Board of Directors or the Loan Committee of \_\_\_\_\_  
\_\_\_\_\_ (Name of Financial Institution) held in the offices at \_\_\_\_\_  
\_\_\_\_\_ (Location Address) on the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ at which a quorum was present,  
among other business transacted, the following resolution upon motion duly made and seconded, was  
adopted and entered upon the minutes of the Financial Institution.

WHEREAS, Ohio law requires that all public depositories pledge eligible securities to secure public deposits.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors or the Loan Committee of this Financial Institution that a pledge of securities owned by the Financial Institution in an amount equal to or exceeding any county deposits is approved, it being the express purpose of the resolution to comply with the provisions of 12 USCA 1823(e) and ORC Chapter 135.

BE IT RESOLVED FURTHER, that the President or any Vice President, or the Controller (the "Officers") of this Financial Institution are hereby authorized and directed as follows:

**1st.** To prepare and present, fully, in the manner and form required by the Franklin County Board of County Commissioners ("Board"), an application on behalf of this Financial Institution to become a County Depository and which application upon acceptance by the Franklin County Board of Commissioners shall become a binding agreement.

**2nd.** To execute on behalf of this Financial Institution a Security Agreement and if requested a Trustee Agreement, and any and all contracts which may be lawfully required by the Franklin County Board and/or Franklin County Treasurer, should this Financial Institution be designated a County Depository; and further.

**3rd.** To pledge to the Board such securities owned by this Financial Institution free and clear of all other liens and claims and approved by the Bank to be received and held by the Bank or a third-party Trustee as provided in Ohio Revised Code 135.37, 135.18 or 135.181, as pledged securities to guarantee and secure the payment by the Financial Institution of county deposits as required by law. The Officers are further authorized and directed, from time to time, to deposit other and additional securities whenever required by the Board. The Officers may, with the consent of the Board, substitute any pledge securities. The Officer is also hereby fully empowered to execute for this Financial Institution any contract or instrument, evidencing a pledge of any, or all pledged securities, which contract gives to the Board powers of sale and disposition of the pledged securities and of the net proceeds of sale thereof after deducting necessary commissions and expenses, as may be required by the Board.

BE IT RESOLVED FURTHER, that the Agreement and the pledge of securities approved by this Resolution, shall be an official record of this Financial Institution.

The undersigned Secretary of the Board of Directors or Loan Committee of \_\_\_\_\_  
\_\_\_\_\_ (Name of Financial Institution) does hereby certify that the foregoing is a Resolution duly adopted by the Board of Directors or the Loan Committee at a meeting held on the aforementioned date, at which a quorum of the Directors or Committee members were present and does further hereby certify that the Resolution has not been altered, amended, repealed or rescinded and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name and, if available, affixed the seal of \_\_\_\_\_ (Name of Financial Institution) this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_. (Month, Year)

\_\_\_\_\_  
Secretary's signature

\_\_\_\_\_  
Printed name

Seal  
(If available)

### **Section III. Security Agreement / Pledge of Collateral**

WHEREAS, the Undersigned Financial Institution has been designated a Depository for the period ending June 30, 2014, the Financial Institution in order to perfect the Board of Franklin County Commissioner's security interest in securities pledged by the Financial Institution from time to time to secure county deposits, covenants, agrees and binds itself as follows:

The Financial Institution, in order to secure Deposits in excess of the amount insured by the Federal Deposit Insurance Corporation (FDIC), grants to the Board a security interest in eligible securities (the "Securities") acceptable to the Board in an amount required by law. Such securities shall be placed on deposit with the Federal Reserve Bank, the Federal Home Loan Bank or a qualified third-party Trustee, as determined by the Superintendent of Financial Institutions of the Ohio Department of Commerce, and shall be pledged to the Board. Such Trustee and the Financial Institution shall enter into any required agreements to ensure that Board has a perfected security interest in such collateral.

Financial Institution acknowledges that Securities pledged as collateral to the Board under ORC 135.37 and §135.18 shall at all times have a market value of no less than one-hundred and two percent (102%) of the total Deposits and any accrued interest on said Deposits, less any amount insured by the FDIC . When a pool of securities is pledged as collateral for Deposits pursuant to ORC 135.37 and §135.181, Financial Institution agrees that the market value of such collateral shall at all times be no less than one-hundred and five percent (105%) of the total of all public deposits held by Financial Institution and any accrued interest on said public deposits.

The Financial Institution certifies it will maintain separate and complete records related to all collateral necessary to secure Deposits. Such collateral records shall be regularly monitored by the internal auditor of the Financial Institution and shall be reconciled to the records of the Trustee daily. The books, accounts and collateral records of the Financial Institution and its third party Trustee shall be open at all times to the inspection of the Treasurer or authorized representatives. The Financial Institution shall provide all reports required by the Board and shall authorize its third party Trustee to provide any requested information to the Board or its auditors.

**The Financial Institution hereby represents that it shall pledge as security for Deposits only those Securities in which it is the legal and actual owner, free and clear of all other liens or claims and that same Securities shall be pledged in their entirety to the Board so that Board can exercise its rights to sell Securities upon default of Financial Institution in accordance with Ohio law.**

The Financial Institution agrees to immediately pledge additional securities whenever necessary to ensure the full collateralization of Deposits.

Should the Financial Institution fail at any time to immediately pay and satisfy upon presentment, any check, electronic funds transfer, or draft lawfully drawn upon any county funds deposited with the Financial Institution, whenever due, the Board shall have the right and power any time thereafter to recover the entire amount of money belonging to the Board, then on deposit in said Financial Institution, together with all accrued interest, by sale of the collateral pledged. The Financial Institution hereby agrees to fully cooperate and to execute any documents necessary or appropriate in order for the Board to conduct the sale of the collateral pledged. It is hereby fully understood that all usual and necessary expenses and commissions incurred by the Board in connection with the sale or sales of pledged securities may be deducted from the proceeds of the sale. Any funds resulting from the sale or sales in excess of the amount necessary to pay the Board the entire amount of the Deposits and the expenses of the sale or sales shall be remitted by the Board to the Financial Institution.

All powers conferred upon the Board may be exercised with respect to any additional or substituted securities which may be delivered by the Financial Institution to the Board under the provisions of this Security Agreement, or the laws of Ohio.

The Financial Institution shall maintain this Security Agreement among its official records continuously until such time as this Security Agreement is terminated and all state deposits have been properly paid out.

It is the express purpose of this agreement to comply with the provisions of 12 USCA § 1823(e) and ORC Chapter 135, as well as all Federal and Ohio laws, rules and regulations

By signing below, the authorized designee of the Board of Directors or the Loan Committee shall cause the Depository to enter into this SECURITY AGREEMENT/PLEDGE OF COLLATERAL.

\_\_\_\_\_  
Name of Financial Institution

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Section IV. Check List**

- Complete Sections I, II, III.
- Enclose a copy of Exhibit A, the Trustee Agreement if requested, the Board executed by both the Financial Institution and its qualified Trustee(s). If the Federal Reserve Bank (FRB) serves as Trustee, the FRB Pledgee Agreement Form and the terms of FRB Appendix C of Operating Circular 7 will be accepted by the Board and should be enclosed.
- Enclose a current statement of condition (a daily call report, financial statement or the most recently published quarterly report) dated no earlier than January 1, 2010.
- Completed applications should be returned to:

Franklin County Treasurer  
Attn: Depository Application  
373 S. High St. 17th Floor  
Columbus, Ohio 43215

Application prepared by: • Mr. • Ms.

\_\_\_\_\_

Name

\_\_\_\_\_

Title

(\_\_\_\_) - \_\_\_\_\_

Phone number

\_\_\_\_\_

E-mail address

**For County Use Only:**

Date Received: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Approved Custodian: Yes  No

Date Approved \_\_\_\_\_

Depository # \_\_\_\_\_