

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This agreement is made on the ____th day of _____, 2021 by and between Dollar Bank ("Bank") and City of Avon, (Depositor").

Section 1. Depositor hereby designates Bank as its public depository for Depositor's active and interim deposits during the period beginning January 1, 2022 to and including December 31, 2026 and consents to the Bank and Depositor's mutual participation in the Ohio Pooled Collateral Program and Ohio Pooled Collateral System, as authorized under Ohio Revised Code Section 135.182 and administered by the Office of the Treasurer of the State of Ohio.

Section 2. Bank hereby agrees:

- (a) to receive for deposit, during the period of designation, any funds of Depositor and to deposit said funds designated as active deposits into the accounts designated by Depositor and agreed to by Bank; and
- (b) to receive for deposit, during the period of designation, any interim funds of Depositor pursuant to the terms and conditions of Bank's deposit agreements regarding interim deposits, and to evidence such interim deposits of Certificates of Deposit having the maturities prescribed by law, and to limit said depositor's deposits to \$ 10,000,000.00; and
- (c) in order to secure the performance of its obligations hereunder and under its application or applications, to pledge and deposit with a designated trustee, at the sole option of the Bank, a pool of eligible securities in accordance with the provisions of Chapter 135.182 of the Ohio Revised Code; and
- (d) to comply with the provisions of Chapter 135.182 of the Ohio Revised Code and all amendments or supplements thereto, and the Ohio Pooled Collateral Program and Ohio Pooled Collateral System as administered by the Office of the Treasurer of the State of Ohio.

Section 3. Depositor hereby agrees and consents:

- (a) to be subject to the rules of the Bank and regulations governing the accounts in which the Depositor's active and interim deposits are deposited; and
- (b) to provide to the Bank the names and signatures of those people authorized to execute drafts on and make withdrawals from the account(s) and to provide documentation evidencing such authority as the Bank may request; and
- (c) that the Bank may designate, at its option, the manner in which the active and interim deposits of Depositor will be secured in accordance with Chapter 135.182 of the Ohio Revised Code and all amendments thereto.
- (d) that it is participating in, or will participate in, the Ohio Pooled Collateral Program and the Ohio Pooled Collateral System as administered by the Office of the Treasurer of the State of Ohio and authorized under Ohio Revised Code Section 135.182.
- (e) that the Bank as a public depository, upon acceptance into the Ohio Pooled Collateral Program, has pledged, or will pledge, a pool of eligible securities for the benefit of all public depositors to secure the repayment of uninsured public deposits at the Bank at no less than the collateral floor as the Office of the Treasurer of the State of Ohio, in his/her sole discretion, assigns to the Bank as permitted under Ohio Revised Code Section 135.182 and the Ohio Pooled Collateral Program.

- (f) in the sharing of account information between the Bank and Ohio Treasurer of State in order to comply with and effectuate the terms, conditions and requirements of the Ohio Pooled Collateral Program and the Ohio Pooled Collateral System.
- (g) That any account signers so designated by the Depositor shall have access to balance and collateral information for each and every account held in the name of the Depositor under the Ohio Pooled Collateral Program and the Ohio Pooled Collateral System.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

City of Avon
(Depositor)

Dollar Bank
(Bank)

By: _____

By: _____

Its: _____

Its: _____