



**STATE OF MISSOURI
OFFICE OF THE STATE TREASURER
DEPOSITARY CONTRACT AND PLEDGE AGREEMENT**

THIS DEPOSITARY CONTRACT AND PLEDGE AGREEMENT is made and entered into by and between the State Treasurer of Missouri (“State Treasurer”) and _____, a corporation, of _____, Missouri (“Depositary”):

IN WITNESS WHEREOF, the State Treasurer and Depositary hereby agree as follows:

1. Depositary has been selected by the State Treasurer as a depositary of moneys of the State of Missouri as contemplated and permitted by Article IV, Section 15 of the Constitution of Missouri, as amended, and Chapter 30, RSMo, as amended. As described below, Depositary and the State Treasurer intend to secure the deposit of state moneys by pledging collateral securities and perfecting a security interest in and creating a lien upon same as contemplated and permitted by state law, including the provisions above and Chapter 400, RSMo, as amended. The referenced constitutional and statutory provisions are deemed to be incorporated in this Depositary Contract and Pledge Agreement.
2. Under this Depositary Contract and Pledge Agreement, as appropriate, the State Treasurer will direct various officers and agencies of the State of Missouri, by their authorized agents, to deposit with Depositary moneys of the State of Missouri in demand deposits and/or the State Treasurer will deposit with Depositary moneys of the State of Missouri on time deposit open account. Such deposits, in aggregate, shall not exceed the amount of Depositary’s equity capital as shown by Depositary’s most recent financial statement. Depositary shall not at any time accept renewal of state deposits or additional deposits of state funds when same would cause the total amount of state funds on deposit with Depositary to exceed Depositary’s equity capital.

Provisions Applicable to Demand Deposits

NOTE: These provisions apply only to accounts held in the name of the Missouri State Treasurer. Accounts held in the name of the Director of Revenue are governed by a separate contract.

3. Depositary will promptly collect all checks, drafts and other instruments so deposited hereunder, and will safely keep the demand deposits made hereunder, and pay out the deposits or any part thereof as may from time to time be directed by the State Treasurer.

4. A compensating balance will be maintained in each State Treasurer collection account to reimburse the depository for account activity and services. Compensable services and service rates are uniformly established by the Office of the State Treasurer. Depositories are compensated solely for account maintenance, deposits, deposited items, and drafts. Current service rates used in the compensating balance calculation may be obtained by contacting the Office of the Missouri State Treasurer. Service rates may be adjusted periodically, at the discretion of the Treasurer, for changes in economic conditions.

No direct charges may be levied against State Treasurer collection accounts. This includes costs associated with collecting returned checks, printing deposit tickets, or any other service charges other than those specified above.

5. Account debits are processed through the Automated Clearing House (ACH) network. A depository bank must be able to accept ACH debits on the date of the first deposit to the account. (An exception exists if a bank is unable to accept an ACH debit transaction, but is the only bank available for deposit in the area. In such instances, a Depository Transfer Check (DTC) will be initiated by the state's collection concentration contractor to move the required funds.)

Account debits should never place the collection account in an overdraft position. If an ACH or a DTC transaction results in a net overdraft position, the depository bank should promptly return the transaction and notify the State Treasurer's Office of the return.

6. NSF checks may be debited against all State Treasurer collection accounts after payment has been attempted twice.
7. Account statements shall be forwarded to the State Treasurer's Office at the end of each month.
8. Each party reserves the right to terminate this Depository Contract and Pledge Agreement as to demand deposits at any time on giving ninety (90) days written notice to the other party of its intention to do so; and this Depository Contract and Pledge Agreement shall continue in effect until so terminated.

Provisions Applicable to Time Deposits

9. Depository will safely keep the time deposits made hereunder and pay out the deposits or any part thereof only upon written demand of the State Treasurer. Moneys deposited under this Depository Contract and Pledge Agreement shall be subject to withdrawal by the State Treasurer upon a maturity date which shall be specified in the transmittal accompanying each deposit, provided that, as to deposits having an original term longer than seven (7) days, the State Treasurer shall have the power to terminate any such deposits, without loss of accumulated interest, by giving Depository seven (7) days written notice of election to terminate, or such shorter period as may be permitted by federal regulation.

10. Depository will pay to the State Treasurer interest on moneys so deposited with Depository for the period during which Depository holds a time deposit or time deposits in accordance with Chapter 30, RSMo, as amended, and the rate shall be specified in the transmittal accompanying each deposit. The rate shall never exceed the maximum rate of interest which by Federal law or regulation a banking institution may from time to time pay on a time deposit of the same amount and maturity.

Provisions Applicable to All Deposits

11. To secure the safekeeping of the moneys deposited under this Depository Contract and Pledge Agreement, Depository will deposit securities of the kind and character specified in Chapter 30, RSMo, as amended (hereinafter referred to as "securities"), in an amount specified by the State Treasurer, which shall be at least equal in market value to one hundred percent of the aggregate amount on deposit with Depository hereunder less the amount thereof, if any, which is insured by the Federal Deposit Insurance Corporation, the National Credit Unions Share Insurance Fund, or any successor federal government agency or entity established by law to insure deposits. The securities shall be delivered to, receipted for and retained by the State Treasurer or by banks or trust companies or other safe depositories that the Governor, State Auditor and State Treasurer agree upon, at the expense of Depository. Depository does hereby grant, bargain, convey and pledge a security interest in and lien upon any and all securities deposited with the State Treasurer or his designated custodian in accordance with the terms of this Depository Contract and Pledge Agreement. In every pledge and transfer of securities hereunder, Depository shall take all steps necessary to effect a perfected first priority security interest in the securities in favor of the State Treasurer by ensuring that the State Treasurer has control of the securities under Sections 400.8-106 and 400.9-106 RSMo, as amended, or where applicable, under any other state or federal law or regulation governing perfection of security interests in the securities in favor of the State Treasurer. In addition to the rights and remedies given to the State Treasurer hereunder, the State Treasurer shall have all the rights and remedies of a secured party under Chapter 400, RSMo, as amended.
12. The State Treasurer shall from time to time inspect the securities or book entry receipts for the securities and see that they are actually held by the state treasury or by the banks, trust companies or other safe depositories mentioned in paragraph 11. The Governor and the State Auditor may inspect or request an accounting of the securities, and if in any case, or at any time, the securities are not satisfactory security for deposits made as provided by law, the State Treasurer, the Governor or the State Auditor may require additional security to be given that is satisfactory to them.
13. Depository shall not at any time withdraw any of the securities without the written consent of the State Treasurer; but with such consent Depository shall be permitted to withdraw securities to the extent that the market value of the deposited securities exceeds the amount required under this Depository Contract and Pledge Agreement, and to withdraw securities upon the delivery of securities in substitution for those withdrawn, provided that

such substituted securities shall have a market value equal to or greater than those withdrawn.

14. Depository shall, at times specified by the State Treasurer, render a statement showing the daily activity in each account.
15. In the event that Depository defaults in any manner in performing any of the terms and conditions of this Depository Contract and Pledge Agreement or fails to keep safely the moneys of the state deposited with it, the State Treasurer shall be authorized forthwith without notice, advertisement or demand, and at public or private sale, to convert into money the securities deposited or as many of them as may be necessary to pay the whole amount of the state moneys deposited with Depository and the State Treasurer may purchase any or all of the securities sold at any such sale.
16. If, at any time during which there are state funds on deposit under this Depository Contract and Pledge Agreement, Depository comes under investigation, management or control of the Federal Deposit Insurance Corporation (FDIC) or any other federal governmental entity authorized by law to implement the provisions of the Financial Institutions Reform and Recovery Act (FIRREA) or any similar or successor federal law, Depository shall so notify the State Treasurer and shall further notify the FDIC or other appropriate federal agency or entity of the existence and terms of this Depository Contract and Pledge Agreement. Depository or any successor, assignee or transferee in whole or part of Depository's interests under this Depository Contract and Pledge Agreement, agrees to be bound exclusively by the terms of this Depository Contract and Pledge Agreement and Missouri state law, and further agrees that the terms of this Depository Contract and Pledge Agreement shall not be preempted by federal law without advance written notice to the State Treasurer detailing the specific provisions of this Depository Contract and Pledge Agreement which may be subject to preemption and the specific provisions of federal law which purport to authorize supervision.
17. By execution of this Depository Contract and Pledge Agreement, Depository attests that it is aware of and in compliance with the requirements of the Americans with Disabilities Act (ADA), as amended, as well as all regulations pertinent thereto. Specifically, Depository attests that it has taken all appropriate steps to facilitate the participation of people with disabilities in programs and activities undertaken on behalf of the State Treasurer. Depository acknowledges that failure to comply with the provisions of the ADA constitutes sufficient cause to terminate this Depository Contract and Pledge Agreement. Depository further acknowledges and agrees to indemnify and otherwise hold the State Treasurer harmless for any derivative liability for discrimination by Depository under the ADA.
18. Once fully executed by all parties and the State Treasurer has received a certified copy of the Resolution attached hereto, this Depository Contract and Pledge Agreement will supersede any previous Depository Contract and Pledge Agreements, unless otherwise agreed to by the parties in writing.

There is attached hereto a certified copy of the Resolution adopted by the board of directors of Depository authorizing the execution and delivery of this Depository Contract and Pledge Agreement by the officers of Depository, whose names are affixed on behalf of Depository.

IN TESTIMONY WHEREOF, the parties have executed this Depository Contract and Pledge Agreement in duplicate as of the date below.

Eric Schmitt
State Treasurer of Missouri

Date

Depository

By:_____
President

Attest:_____
Cashier or Secretary

**CERTIFIED COPY OF RESOLUTION
AUTHORIZING EXECUTION OF STATE OF MISSOURI
DEPOSITARY CONTRACT AND PLEDGE AGREEMENT**

I, _____, certify that I am the secretary (or cashier) of _____, a corporation, in actual possession of records and seal of said corporation, and that the following is a true copy of a resolution regularly adopted by the Board of Directors of the corporation at a meeting regularly called and held in the office of the corporation on the _____ day of _____, 20____, at which a quorum of said board was present and participating:

“**WHEREAS**, this corporation has been selected by the State Treasurer as one of the depositaries for moneys of the State of Missouri, as provided by law; and

“**WHEREAS**, the Depositary Contract and Pledge Agreement required to be executed by such depositaries in connection with deposits of such moneys has been duly considered;

“**NOW, THEREFORE, BE IT RESOLVED**, that _____, President, and _____, Secretary (or Cashier), be and hereby are jointly and severally authorized and empowered to execute and deliver to the State Treasurer of Missouri, on behalf of this corporation, the Depositary Contract and Pledge Agreement required in connection with deposits of state moneys and to pledge the assets of this corporation to secure deposited moneys as provided by the Depositary Contract and Pledge Agreement and the laws of Missouri, and to do all things necessary in carrying out the provisions of the Depositary Contract and Pledge Agreement.”

Given under my hand and the seal of the corporation at _____ Missouri this _____ day of _____, 20_____.

(BANK SEAL)

Secretary (or Cashier)