



THE STATE OF TEXAS

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COUNTY OF JOHNSON

**AGREEMENT BETWEEN JOHNSON COUNTY AND MULTI-BANK SECURITIES, INC.
FOR THE PURCHASING OF CERTIFICATES OF DEPOSIT WITH JOHNSON
COUNTY PUBLIC FUNDS**

WHEREAS, Johnson County is a political subdivision of the State of Texas, and is authorized pursuant to Chapter 2256 of the Texas Government Code to invest in certificates of deposit; and

WHEREAS, on November 23, 2015, Johnson County approved an investment policy titled Johnson County Investment Policy (hereinafter referred to as "Investment Policy"); and

WHEREAS, the Investment Policy authorizes Johnson County to invest in certificates of deposit; and

WHEREAS, Johnson County desires to designate Multi-Bank Securities, Inc. as it Broker/Dealer to facilitate the purchase of certificates of deposit with Johnson County's public funds; and

WHEREAS, Johnson County has provided Fernando J. Pulido, Senior Vice President of Multi-Bank Securities, Inc., with a copy of the Investment Policy.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Johnson County, a political subdivision of the State of Texas, (hereinafter referred to as "County") and Multi-Bank Securities, Inc., (hereinafter referred to as Multi-Bank), individually referred to as a "Party" and collectively referred to as the "Parties", agree and understand as follows:

1. The Commissioners Court of Johnson County approved Resolutions of Johnson County for the Investing in Certificates of Deposit and has provided said resolutions to Multi-Bank.


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2. County has designated Multi-Bank as its Broker/Dealer to facilitate the purchase of certificates of deposit.
3. County has approved and submitted to Multi-Bank an eConnectDirect® User Agreement which is a licensing agreement that governs County's use of services, ability to post deposit rates, and access to the inventory offered by eConnectDirect®, a registered trademark of Multi-Bank Securities, Inc. and related commerce, products and services at no cost or expense to County.
4. Debbie Rice is the duly elected County Treasurer for Johnson County and is an Authorized Person of Johnson County for investment purposes.
5. J.R. "Kirk" Kirkpatrick is the duly appointed County Auditor for Johnson County and is an Authorized Person of Johnson County for investment purposes.
6. Debbie Rice and J.R. "Kirk" Kirkpatrick are authorized and empowered, for and on behalf of County for the purpose of purchasing, investing in, or otherwise acquiring, selling, possessing, transferring, exchanging, pledging, or otherwise disposing of or realizing upon, and generally dealing with certificates of deposit.
7. County has provided its Investment Policy to Multi-Bank and Multi-Bank acknowledges the receipt and review of said Investment Policy.
8. Multi-Bank certifies that it is authorized to act as a Broker/Dealer under Chapter 2256 of the Texas Government Code and will act in compliance with Chapter 2256 of the Texas Government Code and in compliance with the Investment Policy for the investing in certificates of deposit for County.
9. Multi-Bank acknowledges that it has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between County and Multi-Bank that are not authorized by County's Investment Policy.
10. Multi-Bank is acting as a Broker/Dealer for County at no expense or cost to County. Any fees that are paid to Multi-Bank based upon the County investing in certificates of deposit will be paid by the financial institution issuing the certificates of deposit.
11. County is under no obligation to purchase any certificates of deposit with any specific financial institution nor is County obligated to invest a specific dollar amount in certificates of deposit.
12. Either Party may terminate this agreement at any time upon thirty (30) days written notice to the other party.


13. The Parties agree that Multi-Bank will be responsible for purchasing the certificates of deposit as requested by County and that First Financial Bank, N.A., County's Bank Depository, will hold County's certificates of deposit.
14. The Parties agree that County will notify Multi-Bank of the delivery instructions to facilitate the certificates of deposit being delivered to and held by First Financial Bank.
15. This agreement does not contain a pre-dispute arbitration clause and therefore this agreement is not subject to arbitration. The Parties retain the right to sue each other in court, including the right to a jury trial. The Parties agree that this agreement will be governed by and construed according to the statutory and common laws of the State of Texas. The Parties further agree that that Venue for any action or claim arising out of this agreement shall be in the state district courts of Johnson County, Texas or the federal district courts of Dallas County, Texas.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have caused their authorized representative to execute this Agreement. Each representative whose signature appears on this Agreement represents and does hereby certify that they have the authority to enter into this Agreement for their represented Party.

Johnson County:


 Roger Harmon, Johnson County Judge

Date: 11/23/15

ATTEST: 
 Becky Ivey, County Clerk



Multi-Bank Securities, Inc.



Date: 11-18-2015

Fernando J. Pulido
 Senior Vice President
 Multi-Bank Securities, Inc.
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 Ft. Lauderdale, Florida 33308