



THE STATE OF TEXAS

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COUNTY OF JOHNSON

**AGREEMENT BETWEEN JOHNSON COUNTY AND FINANCIAL NORTHEASTERN
SECURITIES, INC. FOR THE PURCHASING OF AUTHORIZED INVESTMENTS
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 certain authorized investments; and

WHEREAS, on March 26, 2018, 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 certain authorized investments; and

WHEREAS, Johnson County desires to designate Financial Northeastern Securities, Inc. as its non-exclusive Broker/Dealer to facilitate the purchase of authorized investments with Johnson County's public funds; and

WHEREAS, Johnson County has provided Samuel E. Vaughan, Assistant Vice President of Financial Northeastern 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 Financial Northeastern Securities, Inc. (hereinafter referred to as "FNC"), 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 a Resolution of Johnson County for the Investing in Authorized Investments and has provided said Resolution to FNC.

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2. County has designated FNC as its non-exclusive Broker/Dealer to facilitate the purchase of authorized investments.
3. Kathy Blackwell is the duly elected County Treasurer for Johnson County and is an Authorized Person of Johnson County for investment purposes.
4. J.R. "Kirk" Kirkpatrick is the duly appointed County Auditor for Johnson County and is an Authorized Person of Johnson County for investment purposes.
5. Kathy Blackwell 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 authorized investments.
6. County has provided its Investment Policy to FNC and FNC acknowledges the receipt and review of said Investment Policy.
7. FNC 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 authorized investments for County.
8. FNC acknowledges that it has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between County and FNC that are not authorized by County's Investment Policy.
9. FNC is acting as a Broker/Dealer for County at no expense or cost to County. Any fees that are paid to FNC based upon the County's investing in authorized investments will be paid by the financial institution issuing the authorized investment.
10. County is under no obligation to purchase any authorized investments with any specific financial institution nor is County obligated to invest a specific dollar amount in authorized investments.
11. Either Party may terminate this agreement at any time upon thirty (30) days written notice to the other party.
12. The Parties agree that FNC will be responsible for purchasing the authorized investments as requested by County and that First Financial Bank, N.A., County's Bank Depository, will hold County's authorized investments.
13. The Parties agree that County will notify FNC of the delivery instructions to facilitate the authorized investment being delivered to and held by First Financial Bank.

14. 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.

15. FNC verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. FNC further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.


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: November 13, 2018

ATTEST: 

Becky Ivey, County Clerk



Financial Northeastern Securities, Inc.



Samuel E. Vaughan
Assistant Vice President

Date: 11/13/18