

**F.D.I.C. DEPOSITORY AGREEMENT**

**PERTAINING TO BANKS**

**PARTIES TO AGREEMENT**

The \_\_\_\_\_ Bank AND The Board of County Commissioners  
of \_\_\_\_\_, Oklahoma of \_\_\_\_\_ County, Oklahoma

WHEREAS, the Board of County Commissioners of \_\_\_\_\_ County, Oklahoma,  
has officially designated the \_\_\_\_\_ Bank of \_\_\_\_\_, Oklahoma,  
as one of the authorized depositories for the public funds of said county; and

WHEREAS, the Board of Directors of the aforesaid bank has by resolution duly authorized its officers to enter  
into depository relationship with said county under the terms of 19 Okl.St. Ann. Sections 121 to 123, incl.; and

WHEREAS, the aforesaid and undersigned bank is an insured bank in the Federal Deposit Insurance  
Corporation by the terms of which each public unit account in said bank is insured by the said F.I.D.C. to the  
extent of One Hundred Thousand Dollars (\$100,000.00); and

WHEREAS, the Oklahoma Legislature has enacted 62 Okl.St. Ann. Section 511, which requires any custodian of  
public funds to require collateral security only for sums deposited in excess of the amount of deposit insured by  
the F.D.I.C.

THEREFORE, the aforesaid bank, by and through the undersigned authorized officers, having produced  
evidence of good standing in the F.D.I.C., the aforesaid Board of County Commissioners accept the same as  
insurance for the accounts of the County Treasurer in said bank in amount not to exceed the sum of \$100,000.00  
THE SPECIFIC TERMS OF THIS AGREEMENT BEING:

1. That the undersigned Board of County Commissioners hereby authorize the County Treasurer to deposit  
funds in his official capacity in the aforesaid bank, subject to withdrawal on his official check, draft or voucher,  
in accordance with law; the amount of such deposits in no instance to exceed the sum of \$100,000.00 unless &  
until the aforesaid bank makes a unit collateral pledge of securities with the State Treasurer of Oklahoma for the  
purpose of securing and protecting the funds of said County Treasurer on deposit in said bank in excess of  
\$100,000.00 as provided by 62 Okl.St. Ann. Sections 516.1-516.10, and 62 Okl.St. Ann. Section 516.3.

2. That the undersigned depository bank will maintain itself in good standing with the F.D.I.C., or in event of  
termination of membership and insurance afforded by the F.D.I.C., said bank agrees that it will immediately  
either tender to the County Treasurer any sum on deposit covered by such insurance under this agreement or  
make a unit collateral pledge of securities with the State Treasurer adequate to protect said funds previously  
covered by F.D.I.C. insurance.

3. That the aforesaid bank will pay interest on any funds placed on time deposit by the County Treasurer as  
provided by 62 Okl.St. Ann. Section 87.

4. That neither member of the said Board of County Commissioners herein nor the County Treasurer herein is  
a stockholder in the undersigned depository bank, nor has any pecuniary interest therein.

5. That the undersigned depository bank shall receive all moneys, checks, or drafts at par and for deposit  
only to the credit of said County Treasurer in his official capacity.

6. That the undersigned depository bank shall promptly honor the checks, drafts, or vouchers of the  
Treasurer of said County drawn on such deposit when, and only when, executed by him in official capacity and  
on official forms.

7. That the undersigned depository bank shall, on the first day of each month, file with the County Treasurer  
of the aforesaid County, a statement of money on hand belonging to the County at the close of business of each  
day during the previous month.

(over)

IN WITNESS WHEREOF we do hereby bind ourselves and our successors in office by attaching our signatures and our official seals at \_\_\_\_\_, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

THE BOARD OF COUNTY COMMISSIONERS  
of \_\_\_\_\_ County,  
State of Oklahoma.

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
Member  
\_\_\_\_\_  
Member

\_\_\_\_\_ Bank  
of \_\_\_\_\_ Oklahoma.

By \_\_\_\_\_

\_\_\_\_\_ Title

Countersigned \_\_\_\_\_

\_\_\_\_\_ Title

(Bank Seal)

State of Oklahoma

County of \_\_\_\_\_ )ss.  
)

**AFFIDAVIT**

Before me, the undersigned Notary Public,  
appeared \_\_\_\_\_, the  
\_\_\_\_\_, and  
\_\_\_\_\_

the \_\_\_\_\_ of

\_\_\_\_\_ Bank,

of \_\_\_\_\_, Oklahoma,

personally known to me to be the identical persons  
who did execute the within and-foregoing instrument  
as the officers of such Bank, and did declare that they  
executed the same as of their own free will and deed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signed \_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_ (Seal)

(County Seal)

Attest:

\_\_\_\_\_  
County Clerk

(Notice! The affidavit at the right must be executed  
before a Notary Public who is not an officer or  
employee of said Bank, nor connected with it in any  
way.)

\_\_\_\_\_  
County

U. S. D. O.  
F. D. I. C.  
DEPOSITORY AGREEMENT  
Between  
\_\_\_\_\_  
Bank  
of \_\_\_\_\_  
Oklahoma

and  
THE BOARD OF COUNTY COMMISSIONERS  
of  
\_\_\_\_\_  
County  
STATE OF OKLAHOMA