ATTACHMENT D
DEPOSITORY SECURITY AGREEMENT

This Depository Security Agreement is made and entered into this _____day of _____ 2021, by and between the City of Joplin (J4EX), a Municipal Corporation, hereinafter referred to as "Depositor" and Commerce Bank, hereinafter referred to as "Bank" and the Bank, hereinafter referred to as "Custodian".

WHEREAS, Depositor has deposited, and will in the future deposit, public funds with the Bank, in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corporation ("FDIC"); and

WHEREAS, Bank has been selected by depositor as an appropriate banking institution to act as a legal depository of public funds; and

WHEREAS, such public funds are required by law to be continuously secured by the deposit of securities of the kind and character prescribed by law to be suitable collateral for public deposits; and

WHEREAS, Bank, in order to secure the public funds deposited with it by Depositor, has selected Custodian as a banking institution to safe keep and hold the pledged securities under the conditions set forth in this Agreement; and

WHEREAS, Custodian has opened, at Bank's request, a safekeeping account under the above account number in the name of Bank, hereinafter referred to as "collateral Account" to hold all securities from time to time deposited with or collected by Custodian for the Collateral Account, subject to the terms of this Agreement and any instructions furnished to, and accepted by, Custodian in accordance herewith.

NOW, THEREFORE, the parties hereto agree as follows:

1. Security. All funds standing in the name of the depositor or hereafter on deposit with the Bank in excess of applicable FDIC insurance shall be secured by the Bank's pledge of Collateral. Bank hereby pledges to Depositor all Collateral now or hereafter deposited in Bank's Collateral Account and held under joint custody receipt in the name of Depositor and Bank, and agrees that such Collateral shall at all times be maintained in a market value amount equal to al least One Hundred Six Percent (106%) of the amount of the deposit, including accrued interest, in excess of FDIC insurance. All such collateral shall be approved by Depositor's Director of Finance and shall comply with Section 2-228, Authorized and Suitable Investments, of the Joplin City Code.

2. Safekeeping Provision. The Bank will maintain the Collateral in a collateral Account. The Collateral shall be released only upon the joint written authorization of the Depositor and the Bank. The Bank may substitute or exchange Collateral held in the Collateral Account as hereinafter provided.

3. Representations. The Bank represents to the Depositor; (a) that the Bank is the sole legal and actual owner of the Collateral; (b) that no other security interest has been, nor will be, granted in the Collateral: and (c) that the deposits of Depositor up to One Hundred Thousand and No/00 Dollars ($100,000) are insured by the FDIC.

4. Default. The Bank shall be in default if it fails to pay, on demand, all or any part of a Certificate of Deposit including earned interest. It shall also be an event of default in the event a receiver is appointed for substantially all of Bank's assets pursuant to applicable banking law or regulation. The Custodian must receive notice that a default has occurred.

   Until Custodian has been notified in writing that a default has occurred, Bank shall be entitled to collect all interest and other payments, which may become due on or from the securities in the hands of Custodian. Custodian is hereby authorized, empowered and directed to pay and deliver over to Bank, in accordance with the terms of this Agreement and instructions issued in connection with the Agreement, all such interest and other payments, as same mature.

5. Proceeds. In the event of a default, the Depositor is authorized to demand the transfer of the Collateral or to order the liquidation of same with all proceeds payable to the Depositor up to the amount of Depositor's uninsured deposits. Upon receipt of written notice from Depositor that there has been a default by Bank, Custodian is authorized and directed to deliver to Depositor any and all pledged securities or proceeds therefrom which are demanded by Depositor and to give notice of such delivery to Bank. Custodian shall be discharged of all further responsibilities with respect to the surrendered pledged securities or proceeds.

6. Statements. The Bank agrees to furnish monthly to the Depositor a statement listing a description of the Collateral pledged and held in safekeeping by Custodian. The statement will include CUSIP number, collateral description, par value, interest rate, market value and maturity date of the Collateral.

7. Substitution. The substitution or exchange of similar securities comprising the Collateral may be made by the Bank only with the prior written consent of Depositor. Such consent shall not unreasonably be withheld. Depositor must provide written authorization of maturing collateral to the Custodian within three (3) banking days of a request for such authorization. Depositor will pay a fee equal to federal funds rate at that time if the authorization is not provided within that time period.

8. Safekeeping Receipt. Upon receipt of the pledged securities, Custodian shall prepare its safekeeping receipt, in duplicate, describing in sufficient detail and identifying the pledged securities. Such receipts, which are neither transferable nor assignable, shall be mailed to Depositor and to Bank.

9. Financial Condition. The Bank agrees to provide to Depositor on written request a copy of its most recently published Call Report and agrees to provide an annual audited financial statement of Bank's parent bank holding company upon written request.

10. Authorization. Depositor and Bank each represents and warrants to the other that this Agreement is made pursuant to, and is duly authorized by, resolution of its respective Board of Directors or other governing body.

11. Depositories for Public Funds. This Agreement is subject to the provisions of Chapter 110, Depositories for Public Funds, RSMO. (1994).

12. Non-assignability. This Agreement is not assignable in whole or in part, but is binding on the parties hereto and their successors and permitted assigns.

13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri except to the extent Federal law preempts State law.

14. Termination. Bank may terminate this Agreement at any time by paying over all deposits plus interest which would be earned for the remainder of the term to Depositor and, in the event of such payment and the submission to custodian of the written statement of Depositor to the effect, all securities then held by Custodian under this Agreement shall forthwith be delivered to Bank and this agreement shall thereupon be terminated. Depositor may terminate this Agreement at any time by giving notice to Bank and Custodian.

15. Fees. All fees and charges of Custodian for services under this agreement shall be paid by Bank.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

"Depositor": City of Joplin

By: _____

Title: Nicholas Edwards, City Manager

Address: 602 South Main Street
Joplin, MO 64801

"Bank": _____ Bank, N.A.

By: _____

Title: Vice President

Address:

CERTIFICATE OF SECRETARY OF DEPOSITOR INSTITUTION

The undersigned, Secretary of Depository Institution, hereby certifies that the execution of the foregoing Depository Agreement has been authorized by Ordinance No. passed by the Council of the City of Joplin, Missouri the day of April 2021 and Ordinance No. 2003-057 passed by the Council of the City of Joplin, Missouri, the 7th day of April, 2003.

Further certifies that a duplicate original of the foregoing Depository Agreement is maintained in the official records of the Depository Institution.

IN WITNESS WHEREOF, the Secretary has executed this certification and affixed the corporate seal of the Depository Institution as of this day of June 2021.

(SEAL)

_____
Secretary of Depository Institution