

## CUSTODY ACCOUNT AGREEMENT

This Custody Account Agreement (the "Agreement") is entered into this \_\_\_\_\_ by and between BOKF, NA (hereinafter referred to as "Custodian") and City of Mineola, Texas (hereinafter referred to as "City").

### ARTICLE I

1. The City has delivered or will cause to be delivered to Custodian those assets described on the attached Schedule A ("Custody Account Investments") for deposit into the account established by this Agreement, to be styled "City of Mineola Texas Custody Account", (the "Custody Account"). The City may hereafter and from time to time deliver or assign to Custodian other assets subject to acceptance by Custodian (also referred to herein as "Custody Account Investments"). The Custodian shall not be responsible for the genuineness, validity, or any alteration of any securities delivered for deposit in the Custody Account, and the Custodian shall not be required to carry any form of insurance for the Custody Account or securities deposited therein. The City may carry such insurance covering Custody Account assets as the City may deem necessary or desirable.

2. The Custodian will render custodial supervision over all properties placed in its custody. The Custodian, upon direction from the City, or from any duly appointed designee or Investment Advisor, will place orders for the purchase or sale of securities, provided the Custodian is assured sufficient funds are available to the Custody Account to timely complete any purchases. When so instructed by the City or its Investment Advisor, the Custodian will:

1. Take possession of securities purchased by the City, and when authorized, make payment from the Custody Account as established under this Agreement.
2. Deliver securities sold or transferred by City to the appropriate entity or person versus payment.
3. Register in its name or in its name as the Custodian, securities owned by the City and hold in custody those securities indicated on the records of the Federal Reserve System, the Depository Trust Company, or another depository, provided adequate records are maintained to identify ownership of the securities by the City and all rights to income therefrom, and that any sale proceeds are vested in the City.

Settlement of and payment for securities received for, and delivered from the Custody Account, may be made in accordance with customary and established securities trading and securities processing practices.

3. Instructions by the City shall be made in writing and signed by the City via mail or by electronic mail (.pdf) from the City. The Custodian shall not be liable for executing any such instructions or directions which the Custodian believes to be genuine. The City hereby designates the person(s) whose authorized signature(s) appear on Schedule B (the "Designee(s)") as the authorized agent or agents of the City to perform any and all acts contemplated herein on behalf of the City, the authority of said Designee(s) remaining in full force and effect until written notice of the termination of such authority shall have been delivered to the Custodian by the City or any Designee. The City acknowledges if instructions are received via mail or by electronic email and signed by a Designee, the Custodian is not required to perform a call-back to verify the authenticity of such instructions.

4. The Custodian is authorized by the City to rely on and act upon any notice, instruction, direction, or approval, whether transmitted in writing, electronically, or otherwise, received from the City or any Designee, and the Custodian will be under no duty to make any investigation or inquiry with respect to any such notice, instruction, direction, or approval received from the City or any Designee. With respect to any instructions authorizing the receipt of securities in connection with transactions not placed through the Custodian, the Custodian shall have no duty to advise the City of non-receipt of, or to take steps to obtain delivery of, securities from third parties either against payment or free of payment. With respect to any instructions authorizing the delivery of securities in connection with transactions not placed through the Custodian, the Custodian shall have no duty to meet the delivery date of the securities or, if payment is involved, to credit the

Custody Account with proceeds, unless proper authorization is received by the Custodian within a reasonable and sufficient time prior to the settlement date.

5. The City may designate an individual or entity to serve as Investment Advisor with respect to the Custody Account. Such designation must be in writing and delivered to the Custodian. The Investment Advisor may place orders for the purchase and sale of Custody Account assets directly with brokers and the Custodian shall follow the Investment Advisor's instructions as to the delivery of any securities held in the Custody Account and as to payment for securities purchased for the Custody Account without inquiry into the propriety thereof. The Custodian may rely on the continued authority of the Investment Advisor until Custodian receives written notice of its termination. All purchases and sales of securities on behalf of the Custody Account shall be settled on a delivery versus payment basis and the Custodian shall retain custody of all Custody Account assets.

6. The Custodian shall not be required to furnish the City notification of securities transactions which comply with Title 12, Part 12, of the Code of Federal Regulations ("12 CFR 12") as amended from time to time. In lieu of such 12 CFR 12 notification, the City will receive securities transaction advices directly from the registered broker executing such transaction or from the Investment Advisor selected by City, or if neither of the above methods is available from the Custodian in the format then in general use by the Custodian as reflected in Article V.3. below. The Custodian acknowledges that the City may, at any time, require the Custodian to provide notification pursuant to 12 CFR 12 at no additional cost to the City.

## ARTICLE II

1. The Custodian shall be under no obligation to review the assets of the Custody Account or to make recommendations to the City as to their retention, purchase, sale, or exchange unless provided for by a separate written agreement between the parties. The Custodian shall have no responsibility or liability for the acts or omissions of prior Custodians, and shall not be responsible for any property of the City not delivered to the Custodian and shall be obligated to accept only such property that is in street name or other good delivery form.

2. If applicable, the Custodian will cause all proxies and other ownership communications issued by any company whose securities are held in the Custody Account to be delivered to the City by mail, by electronic transmission (facsimile), by electronic mail, or by other reasonable means, unless otherwise directed in writing by the City, provided that if the City has designated an Investment Advisor under Paragraph 5 of Article I hereof, all proxies and other ownership communications shall be delivered to the Investment Advisor. In addition to proxies, ownership communications include, but are not limited to, any consents, elections, instructions, directions, approvals, and periodic reports provided by an issuer. In the event the Custodian does not receive a timely consent, election, or any other action required of the City by the cut-off time set by the depository, the Custodian shall elect to "Take No Action" on behalf of the City and shall not be held liable for any losses incurred in doing so. The City and any designated Investment Advisor will have the sole responsibility for voting all proxies. The Custodian shall be under no duty to determine how, or if, proxies are voted. The Custodian shall be under no obligation to forward or retain any other corporate material received in the Custody Account unless required by law. The Custodian will take action on such matters only at the direction of the City or the Investment Advisor. The City acknowledges it has certain rights under Rule 14b-1(c) of the Securities and Exchange Commission and/or under the Shareholder Communications Improvement Act of 1990 and instructs the Custodian not to release the name and address of the City to any party requesting such information.

## ARTICLE III

1. The Custodian shall use its best efforts to collect proceeds and income from all Custody Account Investments as they become due. Such proceeds and income shall be retained in the Custody Account for reinvestment or distribution pursuant to this Article.

2. During the term of this Agreement, any cash and/or proceeds and income received from all Custody Account Investments shall be invested and reinvested by Custodian as described on Schedule C, unless otherwise instructed in writing by the City and as shall be acceptable to the Custodian. The Custodian shall have the right to liquidate any investments held in order to make the required disbursements under this Agreement. The Custodian shall have no liability for a loss sustained as a result of any investment made pursuant to the investment and reinvestment of the funds as described on Schedule C.

3. The City acknowledges that the Custodian may earn float (interest earned on funds held pending investment or distribution) on deposits awaiting investment direction and on outstanding checks (until cashed or deposited), and hereby authorizes the receipt and retention of float by the Custodian.

4. The Custodian will distribute cash or securities held by the Custody Account pursuant to written directions of the City, such directions to be presented as set forth in Article I above.

#### ARTICLE IV

1. The Custodian will not be liable for loss arising from any action taken in good faith pursuant to any communication it reasonably believes to be from the City or its duly appointed representative regardless of the form of communication. Without limiting the generality of the foregoing, communications may be by letter, by electronic transmission (facsimile), by electronic mail, or by other reasonable means. No provisions of this Agreement shall require the Custodian to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

2. The Custodian shall not be responsible for the preparation of income tax returns nor for any other tax returns nor for payment of taxes.

3. The Custodian shall keep books of account showing all transactions relating to the Custody Account and shall furnish the City a detailed statement setting forth all transactions occurring in the Custody Account since the immediately preceding statement. The City certifies that it meets the requirements of 12 CFR 12.102 and agrees to accept electronic notification for any statements. The Custodian agrees to provide a statement to the City on an annual basis, with such statement being electronic unless otherwise requested in writing by the City.

4. Not less than quarterly, the Custodian shall furnish the City a statement of assets held in the Custody Account, which will include market value of each asset of the Custody Account. With respect to asset market values reported on statements:

- a. Prices for publicly traded securities reflect market quotations or valuations from industry services believed to be reliable, but not guaranteed by the Custodian.
- b. Non-publicly-traded securities and non-security assets reflect values from other third-party sources or internally-generated valuations which may be as of a date prior to the statement date.
- c. Assets for which a current value is not available may be reflected as not valued, or may be represented with a nominal value (e.g. \$1.00), or may be reflected at a value provided by the City, who shall use consistent and fair valuation criteria and may (but is not required to) obtain independent valuations or appraisals. The fees for any such independent valuations or appraisals may be withdrawn from the assets of the Custody Account. Any valuation submissions from the City shall be provided on the form attached hereto as Schedule A.

Values shown will not necessarily reflect prices at which assets may be bought or sold.

5. All securities subject to this Agreement may be held in the name of the Custodian's nominee, but the Custodian shall be liable for any actions or failure to act by the Custodian's nominee to the same extent that the Custodian itself is liable under the terms of this Agreement.

6. The Custodian is authorized to endorse and deposit to the Custody Account any checks delivered to the Custodian and payable to the City whether they be originally deposited in the Custody Account or represent the collection of income or the City from assets now or hereafter deposited to the Custody Account.

7. The Custodian shall receive for its services an annual fee in accordance with the fee schedule set forth in the attached Schedule D. All fees shall be invoiced directly to the City.

8. All questions of law and interpretation involving this Agreement shall be governed and construed in accordance with the laws of the State of Texas.

9. The terms of this Agreement may be amended or modified in writing by the mutual consent of the parties hereto, and this Agreement may be terminated at any time by either party upon thirty (30) days written notice. Upon its termination, and payment of all sums due Custodian, the property held in the account shall be distributed to City.

10. REPRESENTATIONS BY CITY. City certifies under penalties of perjury that:

a. The City's Taxpayer Identification Number is [REDACTED].

b. The individual executing this Agreement on behalf of City has been duly appointed as the representative of City for the purposes of executing and delivering for and on behalf of City all documentation required to be executed by City in connection with the entering into of this Agreement, and the signature of the individual(s) below is (are) the (each) individual's true signature.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**City of Mineola, Texas**

By: \_\_\_\_\_  
Its: City Secretary

Mailing Address: 300 Greenville Ave., Mineola, Texas, 75773  
Phone Number: 903-569-6183  
Email: ckarch@mineola.com

**Custodian**

BOKF, NA

By: \_\_\_\_\_  
Its Vice President

Mailing Address: 5956 Sherry Lane, Suite 900, Dallas, Texas, 75206  
Phone Number: 972-892-9968  
Email: THongnoi@bokf.com

## **Schedule A**

### **LIST OF ASSETS**

The City will transfer to the Custodian the following assets:

**Schedule B**

**Incumbency / Authority Certificate**

The following persons are the duly chosen, qualified and acting officers of the City of Mineola, Texas and are authorized to deliver written instructions to BOK Financial services provided by BOKF, NA, for all of the City of Mineola's accounts. They also confirm that the signatures of the other officer/s listed below are authentic and genuine.

This Incumbency / Authority Certificate will remain in effect as long as the following persons hold the positions noted below.

**Name**

**Title**

**Signature**

\_\_\_\_\_

\_\_\_\_\_

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## Schedule C

### Investment Selection and Disclosure Form for Short-Term Investment Vehicle

Account Name: \_\_\_\_\_

Until further notice is provided, the undersigned directs BOKF, NA to invest and re-invest cash funds in shares of the indicated money market fund or the bank deposit product as the sweep vehicle for all accounts related to the above-referenced account(s).

Description of the investment vehicle

- Cavanal Hill U.S. Treasury Fund <sup>(1)</sup> (CUSIP-14956P802, APGXX)  
[Cavanal Hill U.S. Treasury Prospectus](#)
- Goldman Sachs Financial Square Treasury Instruments (CUSIP-38145C737, GIPXX)  
[Goldman Sachs Financial Squares Prospectus](#)
- Short-Term Cash Investment Fund I <sup>(2)</sup>

**FUNDS IN YOUR ACCOUNT(S) CANNOT BE INVESTED IN A MONEY MARKET FUND UNTIL A PROSPECTUS IS DELIVERED TO YOU AND INVESTMENT DIRECTIONS IN ACCORDANCE WITH THE ACCOUNT'S GOVERNING DOCUMENTS ARE RECEIVED. SOME FUNDS MAY NOT BE ELIGIBLE INVESTMENTS FOR YOUR ACCOUNT. REFER TO THE PROSPECTUS FOR EACH FUND FOR A DETAILED DESCRIPTION OF FUND INVESTMENT OBJECTIVES AND FEES. THESE FUNDS ARE NOT INSURED BY THE FDIC, NOR ARE THEY OBLIGATIONS OF BOKF, NA OR ITS AFFILIATES. INVESTMENT IN THE FUNDS MAY RESULT IN A LOSS OF THE UNDERSIGNED AMOUNT INVESTED.**

I have read a prospectus for the fund indicated above and hereby authorize and direct BOKF, NA to invest and reinvest the assets of the account(s) referenced above in the fund indicated. I understand that for the fund listed above, BOKF, NA or its affiliates or subsidiaries may be paid shareholder servicing or other fees by the funds, and that the investment returns on the monies invested in the funds will be reduced by the fees paid. This approval shall continue in full force and effect until you receive written notification from me rescinding this approval.

Until further notice, BOKF, NA is directed: (1) to deliver to me any communications, information, plans for reorganization, election forms, proxies or similar material which BOKF, NA may receive with respect to any assets held in the account; (2) to forward any and all proxies received from the management of the company or companies managing the securities for which proxies have been solicited; and (3) to **not** release the account name, address, and/or share position to companies which might request that information. I hereby acknowledge certain rights under Rule 14b-1(c) of the Securities and Exchange Commission and/or under the Shareholder Communications Improvement Act of 1990.

I hereby authorize and direct BOKF to invest and reinvest the assets of the above referenced account(s) in the selected investment.

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(1) BOKF, NA provides custodial services to the Cavanal Hill Funds and receives a fee for providing such services as fully described in the prospectus. Cavanal Hill Investment Management, Inc., an SEC registered investment adviser and a subsidiary of BOKF, NA, provides investment advice, administrative, and similar services to Cavanal Hill Funds and receives fees for providing such services as fully described in the prospectus. SEC registration does not imply a certain level of skill or training. BOKF, NA, is a wholly-owned subsidiary of BOK Financial Corporation, a financial holding company ("BOKF"). BOKF holdings also include BOSCO, Inc., the distributor for the Cavanal Hill Funds.

(2) There is no prospectus available for this investment. It is an interest-bearing deposit at BOKF, N.A. ("BOKF") FDIC insurance up to \$250,000. Accounts will be collateralized at or above 100% of the cash market value in excess of FDIC coverage. The collateral will consist of U.S. Treasury and U.S. Agency securities.

Signed: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Schedule D**



**City of Mineola  
Safekeeping Schedule**

Schedule of Fees

Administration Fees

Acceptance Fee:..... No Charge  
Annual Administration Fee: ..... \$1,000.00/account

Fees are billed in advance and the first fee is due upon closing.

Transaction Fees

Trades: .....\$50.00/trade  
Disbursements: .....\$50.00/disbursement

Charges for performing extraordinary or other services not contemplated at the time of execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in amounts commensurate with the service to be provided. Counsel fees, if ever retained, will be billed at cost. We reserve the right to adjust fees as the cost of doing business increases. Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon Fee Schedule.