



**DEPOSIT OF PUBLIC FUNDS - OHIO
Bridge Agreement**

Upon the execution date noted below of **Norton City School District** (hereafter the "Public Entity"), The Huntington National Bank (hereafter "Huntington") enters into this Bridge Agreement For Deposit of Public Funds set forth herein.

WHEREAS, Huntington is a public depository providing deposit products in accordance with Ohio Revised Code (ORC) Section 135, et seq.;

WHEREAS, the Public Entity wishes to deposit active, interim and/or inactive funds with Huntington;

WHEREAS, Huntington plans to participate in the Ohio Pooled Collateral Program; and

WHEREAS, Huntington agrees to provide the deposit services to the Public Entity as more fully described herein.

NOW THEREFORE, for consideration the receipt and sufficiency of which is hereby acknowledged, Huntington and the Public Entity agree as follows:

Deposit Amounts. For the period commencing on **12/15/2017** and through **8/20/2021**, the Public Entity designates Huntington as an approved depository and Huntington will accept for deposit the following:

A. Active Deposits:	Up to the maximum sum of	\$25,000,000
B. Interim Deposits:	Up to the maximum sum of	\$25,000,000
C. Inactive Deposits:	Up to the maximum sum of	
D. Total sum of Active, Interim and Inactive Deposits not to exceed		\$25,000,000

Security. Huntington provides security in accordance with the Ohio Revised Code. Upon Huntington’s full participation in the Ohio Pooled Collateral Program (OPCP), Huntington will provide security at the approved collateral level, as determined by the State, or as further specified in Exhibit A. The Ohio Treasurer’s Office will send notice when Huntington becomes active with OPCP. If, for any reason, Huntington does not participate in the OPCP by December 31, 2017, Huntington will provide security in accordance with other provisions of the Ohio Revised Code.

Huntington’s Rules & Regulations: the Proposal: Entire Agreement. The Rules & Regulations as published from time to time by Huntington shall govern the accounts established by the Public Entity, except as expressly provided herein, or as provided in the proposal as published by Huntington and accepted by the Public Entity.

Terms. Capitalized terms not defined in this Agreement shall have the meanings set forth in ORC 135, et. seq.

Severability. If at any time any portion of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such portion shall be of no force and effect, but the illegality or unenforceability of such portion shall have no effect upon and shall not impair the enforceability of any other part of this Agreement.

Binding Agreement/Counterparts. This Agreement is binding and shall inure to the benefit of Huntington and the Public Entity. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and each of which shall be taken together and shall constitute one and the same agreement. The delivery of executed copies of this Agreement by facsimile or electronically shall constitute and be deemed to be delivery of the original.

Notices. All notices, requests, demands or other communications and deliveries required or authorized under this Agreement shall (a) be in writing, and (b) be sent by certified mail or private courier with return receipt or sufficient tracking to evidence delivery; and, addressed to the attention of the signatories below, or as otherwise designated in writing to the other party. Such notice shall be effective upon confirmed receipt and a reasonable time to act.

Assignment. Neither Huntington nor the Public Entity may assign or transfer this Agreement without the written consent of the other. Notwithstanding the foregoing, Huntington may assign or transfer this Agreement to any successor, subsidiary, parent or affiliate, or pursuant to any merger, sale, consolidation or other internal reorganization of Huntington.

Assignment and Waiver. This Agreement may not be amended or modified except in writing executed by Huntington and the Public Entity. A failure, delay or partial exercise by Huntington or the Public Entity in exercising any right or power in this Agreement will not be construed as a continuing waiver.

Termination. Notwithstanding the period of time set forth above, Huntington or the Public Entity may terminate this Agreement by giving notice at least thirty (30) days prior to the effective date of termination. This Agreement may terminate, and/or become null and void, prior to the end of the designated time period stated above if an amendment of law or regulation causes this Agreement to be unlawful.

The Public Entity, by and through its duly authorized representatives, hereby enters into this Bridge Agreement for Deposit of Public Funds – Ohio as set forth above.

NORTON CITY SCHOOL DISTRICT

By: _____

Stephanie Hagenbush

Its: Treasurer

Date: _____

Address:

4128 South Cleveland Masillion Road
Norton, OH 44203

THE HUNTINGTON NATIONAL BANK

By: David Schamer, Senior Vice President

By: Patrick McCarthy, Senior Vice President

Address:

39 Public Square
CL455
Medina, OH 44256