CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: 3/15/2023

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Office of Finance

CONTACT PERSON: Ricardo Estrada PHONE: 213-648-8713

CONTRACT NO.: C-114826

COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT ___
AMENDED AND RESTATED ___
ADDENDUM NO. ___
SUPPLEMENTAL NO. ___
CHANGE ORDER NO. ___
AMENDMENT 9___

CONTRACTOR NAME: Wells Fargo Bank, N.A.

TERM OF CONTRACT: July 1,2008 THROUGH: June 30, 2024

TOTAL AMOUNT: Per Fee Schedule

PURPOSE OF CONTRACT:

Amendment extends the term of the Contract to provide general banking services to the City

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

Ninth Amendment to Contract No. C-114826
Between
The City of Los Angeles
And
Wells Fargo Bank, N.A.

This Ninth Amendment to Contract No. C-114826 between the City of Los Angeles (hereinafter the "City") and Wells Fargo Bank, N.A. (hereinafter the "Bank") is entered into with reference to the following:

WHEREAS on July 1, 2008, the parties entered into Contract No. C-114826 (hereinafter "Contract") wherein the Bank agreed to provide general banking services as described in the Contract; and

WHEREAS the term of the Contract expires on June 30, 2022; and

WHEREAS the City continues to require the above-mentioned services provided by the Bank; and

WHEREAS the parties desire to extend the term of the Contract for two additional years beyond June 30, 2022.

NOW THEREFORE, the parties hereby covenant and agree as follows:

AGREEMENT

ARTICLE 1 - AMENDMENTS TO THE CONTRACT

The parties hereby agree that the Contract shall be amended effective as of March 13, 2023 as follows:

1. Integrated AGREEMENT

   Article 1, Integrated AGREEMENT of the Contract is hereby amended in its entirety to read:

   "The entire and integrated AGREEMENT between CITY and BANK related to the Services shall consist of this AGREEMENT as amended by a First Amendment dated June 27, 2013, a Second Amendment dated June 30, 2014, a Third Amendment dated March 22, 2016, a Fourth Amendment dated June 30, 2017, a Fifth Amendment dated October 3, 2018, a Sixth Amendment dated July 22, 2019, a Seventh Amendment dated June 30, 2020, an Eighth Amendment dated August 24, 2021, a revised Exhibit A entitled *Standard Provisions for City Contracts* [v.4], dated as of October 2021 as provided in this Amendment, Exhibit C entitled Wells Fargo Banking Services Pricing

Schedule as of January 1 2022, the BANK's standard terms and conditions governing the deposit account and treasury management services ("Banking Agreement"); provided, however, that the Banking Agreement is amended such that (i) no third party services may be billed to the account analysis except for Armored Courier Services provided by Brink's Company, and banking supplies which may be billed to the account analysis, and (ii) The BANK shall provide the CITY a managed Earnings Credit Rate percentage (ECR) for the remainder of the term of the contract to aid in offsetting monthly analyzed charges. Additionally, the BANK shall pay the CITY a managed interest rate on excess balances. Both the ECR and Interest Rate can change from time to time as market rates change. The integrated Agreement supersedes all prior negotiations, representations, statements, and agreements, whether written or oral regarding the services."

2. TERM

The Term of the Contract is hereby modified to now expire on June 30, 2024 subject to the termination provisions herein.

3. INCORPORATION OF STANDARD PROVISIONS

a. Exhibit A – Standard Provisions for City Contracts (Rev.10/17) [v.3]) is hereby replaced in its entirety by the Exhibit A - Standard Provisions for City Contracts (Rev 10/21[v4]) attached hereto and incorporated herein

b. BANK agrees to comply with the applicable requirements of the Standard Provisions for City Contracts (rev. 10/21) [v.4], attached hereto as Exhibit A and incorporated into this Agreement and made a part hereof, except for modifications to these Standard Provisions made in previous Amendments, as detailed therein.

c. Effective as of the date of this Ninth Amendment, the following shall be added to the end of the Audit provision:

> "Notwithstanding anything to the contrary, the CONTRACTOR will not allow audits or inspections of its data center, facilities, systems, networks or equipment for security and confidentiality reasons. The CONTRACTOR can allow audits of relevant records with reasonable prior notice during normal business hours in accordance with CONTRACTOR'S policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements."

d. Effective as of the date of this Ninth Amendment, the following shall be added to the end of the Indemnity provision (PSC-18):

> "Notwithstanding anything to the contrary, neither the CITY nor the CONTRACTOR shall be liable for any indirect, incidental, consequential,

exemplary, punitive or special damages, including lost profits, regardless of the form of action or theory of recovery, even if that party has been advised of the possibility of those damages or the same are reasonably foreseeable."

e. Effective as of the date of this Ninth Amendment, the following shall be deleted in its entirety and the following is substitution in lieu thereof (PSC-22):

    a. CONTRACTOR shall protect, using secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, of CONTRACTOR'S discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"). CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide updates regarding findings and actions performed by CONTRACTOR regarding the City Data until the Data Breach has been effectively resolved. CONTRACTOR shall conduct an investigation of the Data Breach. CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement.

    b. If CITY is subject to liability for any Data Breach, then CONTRACTOR shall fully indemnify and hold harmless CITY and defend against any resulting actions to the extent that the Data Breach is caused by the negligence, willful misconduct or breach of the standard of ordinary care by the CONTRACTOR or its employees or subcontractors. "Notice and Credit Monitoring Costs," are (1) the cost of breach notice to affected individuals, where such notice is legally required and (2) the expense of providing to affected individuals credit monitoring services for twelve months where such monitoring services could reasonably be expected to mitigate a risk of harm of the breach for which notice was required.

    c. Except for the Notice and Credit Monitoring Costs arising under CONTRACTOR'S indemnification obligations, neither party will be liable under this Agreement for special, indirect, consequential, exemplary or punitive damages, even if the parties have knowledge of the possibility of such damages and whether or not such damages are foreseeable.

f. Effective as of the date of this Ninth Amendment, the following shall be added to the end of the Compliance with Identity Theft Laws and Payment Card Data Security Standards provision (PSC-40):

    "For purposes of clarification, CONTRACTOR'S compliance with the laws and requirements referenced in this provision shall be to the extent the same are applicable and binding upon CONTRACTOR in connection with the services to be performed under this Agreement."

ARTICLE II - GENERAL PROVISIONS

Except as amended by this Ninth Amendment, all other terms and conditions of the Contract shall remain in full force and effect.

[Signature Page Follows]

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives.

Approved Corporate Signature Methods (please sign in blue ink):

a) Two signatures: one by Chairman of Board of Directors, President or Vice President; **and** one by Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer. **OR**

b) One signature by Corporate designated individual **together with** properly attested resolution of Board of Directors authorizing person to sign on the company behalf.

City of Los Angeles

By: _____
Diana Mangioglu
Director of Finance/City Treasurer

Date: 3/14/2023

Wells Fargo Bank, N.A.

By: _____
Lynn Love
Government Banking Director

Date: March 13, 2023

By: _____
Signature

Name: _____
Printed / Typed

Title: _____
Printed / Typed

Date: _____

Approved as to Form:
HYDEE FELDSTEIN SOTO
City Attorney

By: _____
Richard Tom
Assistant City Attorney

Date: 3/14/2023

Attest
HOLLY L. WOLCOTT
City Clerk

By: _____
Deputy City Clerk

Date: 3/15/2023

EXHIBIT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq*. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** toperfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq*., as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at https://www.labavn.org/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name:_____ Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

____ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐ _____

☐ Sexual Misconduct _____

____ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

____ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

☐ All Risk Coverage
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

____ **Pollution Liability** _____

☐ _____

____ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds _____

____ **Crime Insurance** _____

Other: _____

Exhibit C
City of Los Angeles - Contract C-114826
Wells Fargo Banking Services - Pricing Schedule as of January 1,2022

WF Code	AFP Code	Service Description	Charge Basis	Price
		ACH Fraud Filter		
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	Account	3.00000
34334	251050	ACH CEO FRAUD FILTER STOP MTHLYBASE	Account	3.00000
34338	251052	ACH CEO FRAUD FILTER STOP - ITEM	Transaction filtered	0.25000
		ACH Origination		
06187	250000	ACH UNIVERSAL PYMT ID CODE MO BASE	Account	40.00000
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	ACH company ID	15.00000
34377	250000	ACH PAYMENTS BASE FEE	Company ID	15.00000
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT	Account/company ID	10.00000
34332	250703	ACH CEO SUBSCRIPTION - ITEM	Item accessed	0.02000
		ACH Receive		
ES349	250220	ACH RECEIVED ADDENDA	Addenda record	0.03000
ES344	250202	ACH RECEIVED ITEM	Transaction	0.03000
		Account Reconcilement		
DS322	200120	ARP PARTIAL RECONCILIATION - ITEM	Check paid	0.03000
34421	400272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	Transaction	0.03000
34420	400051	ARP STMTS & RPTS (CSV/EXCEL) BASE	Account	12.00000
34337	200201	CEO CHECK ISSUES-ITEM	Check issued	0.02000
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	Record	0.00600
12680	200420	ARP CUSTOM PROGRAMMING MONTHLY BASE	Account	125.00000
12060	200010	ARP MONTHLY BASE - FULL	Account	15.00000
12061	200020	ARP MONTHLY BASE - PARTIAL	Account	15.00000
12604	200306	ARP OPTIONAL REPORTS	Report	5.00000
12430	200301	ARP OUTPUT - TRANSMISSION	Transmission	3.00000
12609	200310	ARP PAPER STATEMENT/REPORT DELIVERY	Statement	5.00000
12684	200310	ARP PAPER STMT/REPORT MONTHLY BASE	Account	0.00000
12379	200201	ARP PART POSITIVE PAY ISSUE - ITEM	Check issued	0.03000
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	Account	0.00000
12707	100610	DEPOSIT LOCATION REPORTING - ITEM	Transaction	0.05000
12694	200100	OUTGOING TRANSMISSION - PER ITEM	Item reported	0.00000
		Branch Services		
CK161	100006	CASH DEPOSITED IN WF BRANCH	Dollar	0.00080
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	Check cashed	0.00000
08052	100006	BRANCH DEPOSIT	Deposit	0.40000
		Controlled Disbursement		
34210	150700	CEO CONT DISB SUBSCRIPTION BASE	Account	0.00000
14070	150000	CONT DISB ACCT MAINT W/CXSTR	Account	50.00000
14225	150110	CONT DISB CHECKS PAID	Check paid	0.10000
14110	010101	CONT DISB CREDITS POSTED	Credit	0.13000
		Desktop Deposit Electronic Dep Serv		
15017	400003	DESKTOP DEPOSIT MONTHLY BASE	Account	0.00000
		E-Bill Express		
28325	310001	E-BILL EXPRESS IVR BASE	Setup	500.00000
28357	320000	E-BILL EXPRESS PROF MONTHLY BASE	Setup	275.00000
28369	310423	E-BILL EXPRESS IVR PER MIN HIGH VOL	Minute	0.10000
28361	320100	E-BILL EXPRESS PAYMENT	Payment	0.18000
28364	310502	E-BILL EXPRESS-AR FILE VIA SAFE	Transaction	125.00000
28365	310113	E-BILL EXPRESS-BILL FILE VIA SAFE	Transaction	12.00000
28377	310200	EBILLEXPRESS-PER BILL RECORD LOADED	Record	0.00000
28382	070223	ACCOUNT UPDATER REQUEST/RESPONSE	Record	0.10000
		Electronic Document Delivery		
ED305	300199	ELECTRONIC COMMERCE 822 MO BASE	Subscription	50.00000
		Gen Acct Services Recoupment		
IAMTH	000230	RECOUPMENT MONTHLY	Deposit assessment	0.12750
		General Account Services		
22051	010000	ACCT MAINTENANCE	Account	3.00000
CK021	010100	DEBITS POSTED	Debit	0.03000
CK018	250201	ELECTRONIC CREDITS POSTED	Credit	0.03000

Exhibit C
City of Los Angeles - Contract C-114826
Wells Fargo Banking Services - Pricing Schedule as of January 1,2022

WF Code	AFP Code	Service Description	Charge Basis	Price
CK049	010310	DDA STATEMENT - PAPER	Statement	0.00000
CK030	010410	CLIENT ANALYSIS STATEMENT-PAPER	Statement	0.00000
08025	100015	MISCELLANEOUS CREDITS POSTED	Transaction	0.40000
		General Disbursement Services		
22030	150412	STOP PAYMENT - AUTO RENEWAL	Stop payment	2.00000
22225	150240	CHECK CASHING THRESHOLD MO BASE	Account	0.00000
22245	150240	CHECKS PAY TO INDIV BLOCK MO BASE	Account	0.00000
22235	150240	OTC DEBIT BLOCK MONTHLY BASE	Account	0.00000
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	Account	0.00000
12670	150410	STOP PAYMENT - ONLINE	Stop payment	2.00000
22202	150100	DDA CHECKS PAID	Check paid	0.05000
12675	150499	STOP PAYMENT - PAPER CONFIRMATION	Advice/notification	2.00000
		Image Delivery		
DS255	151399	WELLSIMAGE PAID CHECK PER ITEM	Image	0.02000
27707	400340	CEO SEARCH	Inquiry	0.35000
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	Image retrieved	0.25000
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	Image retrieved	0.25000
22020	151350	WELLSIMAGE PAID CHECK MONTHLY BASE	Company	0.00000
22019	151353	WELLSIMAGE PAID CHECK DELUXE-ITEM	Image	0.02000
22015	151353	WELLSIMAGE PAID CHECK PER CD	CD ROM	10.00000
64104	151350	IFI MAINTENANCE PER PRODUCT	Customer ID	20.00000
		Incoming Wire Transfers		
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	Transfer	2.50000
		Information Reporting		
34123	40022Z	CEO ALERTS SERVICE - EMAIL	Email	0.25000
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	Item reported	0.05000
34120	400055	CEO INTRADAY REPORTING SUBSCRIPTION	Account	10.00000
34115	400271	CEO PREV DAY REPORTING ITEMS LOADED	Item loaded	0.06500
34100	400052	CEO PREV DAY REPORTING SUBSCRIPTION	Account	10.00000
CS502	400002	BAI MONTHLY BASE	Account	15.00000
CS504	400221	BAI TRANSACTIONS REPORTED	Item reported	0.05000
27588	409999	INFOFAX RETURN MONTHLY BASE	Account	7.00000
		MSC-TM		
03303	050410	LBX PKG US MAIL DELIVERY	$ pass through	1.00000
		Paper Checks Deposited		
002	100225	DEPOSITED CHECK	Check deposited	0.02907
311	100225	WHOLESALE LOCKBOX - DEPOSITED CHECK	Check deposited	0.07000
		Payment Manager Service		
ED290	300000	PAYMENT MANAGER MONTHLY BASE	Account	195.00000
		Positive Pay		
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	Check paid	0.01000
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	Image retrieved	0.25000
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	Check	0.00000
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND	Check returned	1.50000
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	Exception	0.65000
12907	150030	POSITIVE PAY MONTHLY BASE	Account	0.00000
12682	150120	POSITIVE PAY ONLY - ITEM	Check issued	0.07000
12681	150030	POSITIVE PAY ONLY MONTHLY BASE	Account	0.00000
14080	150030	CONT DISB PERFECT PRESNT BASE	Account	0.00000
		Returned Items		
CK062	100416	CEO RETURN ITEM RETRIEVAL-IMAGE	Transaction	0.25000
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	Customer ID	0.00000
CK061	100400	RETURN ITEM - CHARGEBACK	Transaction	0.75000
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS	Transaction	0.15000
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	Account	0.25000
34235	100416	CEO RETN ITEM SUBSCRIPTION PER ACCT	Subscription	0.00000
34237	100416	CEO RETN ITEM SUBSCRIPTION PER ITEM	Item accessed	0.05000
		SUBACCOUNTING		
22421	010310	SUB ACCT STATEMENT FEE	Account	0.00000

Exhibit C
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Wells Fargo Banking Services - Pricing Schedule as of January 1,2022

WF Code	AFP Code	Service Description	Charge Basis	Price
DS585	010021	SUBACCOUNT MAINTENANCE	Subaccount	1.00000
		Sweep		
34110	450405	SWEEP ACCOUNT POSITION REPORT	Sweep master account	40.00000
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC	Statement	0.00000
22094	450200	SWEEP STAGECOACH MUTUAL FND MO BASE	Account	75.00000
		Wholesale Lockbox		
03302	050400	LBX TRANSMISSION BASE	Lockbox	100.00000
36702	050127	LBX MULTI-DDA TABLE BASE	Account	100.00000
36709	05011R	LBX WHOLESALE BASE	Lockbox	50.00000
03611	050000	LBX REMIT PROCESSED EXPRESS MAIL	Remittance	1.50000
36731	050530	LBX CORRESPONDENCE OR REJECTS	Envelope	0.15000
36755	050100	LBX STANDARD CHECK PROCESSED	Remittance	0.32000
03041	050112	LBX ROUGH SORT 5 OR LESS	Remittance	0.06000
03905	05011R	LBX DOCUMENT SCANNED	Remittance	0.04000
36791	050600	LBX 7 YEAR IMAGE ARCHIVE	Image archived	0.01995
52076	05011R	LBX WL BATCH IMAGE RETRIEVAL	Image	0.05000
36745	050129	LBX VALUE ADDED KEYING	Keystroke	0.00900
34222	05031Z	LBX CEO TIR REPORT PER ITEM	Item accessed	0.05000
48200	050020	LBX WHOLETAIL BASE	Lockbox	50.00000
48307	059999	LBX WT STD ITEM PROCESSED NON SCAN	Check	0.34000
48251	059999	LBX WT EXCESSIVE CHECK SURCHARGE	Check	0.01500
48501	050401	LBX WT TRANSMISSION PER ITEM	Remittance	0.01500
75001	059999	LBX VIRTUAL BASE	Location	45.00000
		Wires Origination and Reporting		
34205	400003	WIRE TRANSFER REPORT BASE-CEO	Account	10.00000
ES073	359999	WIRE BASE -VOICE	Account	3.00000
ES167	359999	WIRE PIN BASE	Account	1.00000
ES075	350551	WIRE TEMPLATE STORAGE BASE	Instruction	0.25000
ES141	350120	WIRE BOOK TRANSFER CEO/API	Transfer	1.00000
ES139	350100	WIRE OUT DOMESTIC CEO/API	Transfer	3.00000
34207	400274	WIRE TRANSFER RPRT PER ITEM-CEO	Item accessed	0.08000
		Zero Balance Account (ZBA)		
DS510	010020	ZERO BALANCE MASTER ACCOUNT MAINT	Account	0.00000
DS001	010021	ZERO BALANCE MONTHLY BASE	Account	2.00000