

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WELLS FARGO BANK, N.A.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Wells Fargo Bank, N.A., a California corporation (Contractor), with its principal place of business located at 420 Montgomery Street, San Francisco, California, 94104. City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the professional services more fully described in this Agreement, at Exhibit A - "Scope of Services" (the "Services");
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Contractor Custody and Service Agreements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement, which is the date that the final signatory executes the Agreement, for a term of five (5) years, with the option to extend the term of this Agreement for up to five years, which option may be exercised at the sole discretion of the City.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B - "SCHEDULE OF FEES." The maximum compensation of this Agreement is one hundred fifteen thousand dollars (\$115,000.00), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials,

equipment, and travel required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, immediately upon written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) calendar days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession. However, the Contractor shall be entitled to those fees earned for work properly performed prior to the notice of termination.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors to perform material services under this Agreement without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement, other than proprietary materials of the Contractor, shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers,

employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.
- D. The City agrees to hold Contractor harmless from any and all liability, loss, claim, damage, or expense, including taxes, other governmental charges and reasonable legal and attorneys' fees which may be imposed, assessed or incurred against the Account or against the Contractor incurred or made arising out of or in connection with any action or inaction of the Contractor that timely and accurately carries out the direction of the City or its authorized representatives. This process does not extend to any liability, loss, claim, damage or expense arising from the gross negligence, willful misconduct, or malfeasance on the part of the Contractor, its officers, agents or employees. The City hereby acknowledges that the foregoing promise shall survive the resignation or discharge of the Custodian or the termination of this Agreement.
- E. Notwithstanding anything herein in this Agreement, neither party shall be liable under any circumstances for indirect, incidental, consequential, or special damages in connection with this Agreement or the Services provided hereunder.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C – “INSURANCE REQUIREMENTS”, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City’s review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Director of Finance
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at finance@santaclaraca.gov

And to Contractor addressed as follows:

Michael J. Wade
Wells Fargo Bank, N.A.
333 Market Street, 29th Floor
San Francisco, CA 94105
Telephone: (415) 537-7309
and by e-mail at michael.j.wade@wellsfargo.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 2:00 p.m. Pacific Time on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage

Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered.

Section 19 of the Federal Deposit Insurance Act prohibits Contractor, as a federally insured depository institution, from hiring or continuing the employment of a person who has a criminal record involving dishonesty, breach of trust, money laundering, or the distribution, manufacturing or trafficking in controlled substances. Under Section 19, disqualifying criminal records include convictions that have not otherwise been completely expunged as well as entry into pre-trial diversion or similar programs with respect to such crimes. Contractor also does not employ persons whom it determines may pose an unacceptable risk to the safety of its customers and team members, including persons convicted of certain serious crimes involving sex and/or violence. As such, all persons offered employment with Wells Fargo Bank must undergo a criminal background check. There are no exceptions to this requirement. The fingerprint-based background screening includes a check against the FBI's National Criminal Information Center (NCIC) database as well as the OFAC/SDN list. If a background check reveals a conviction for a covered criminal offense, then that person is ineligible for employment with Contractor unless he or she has received a written waiver from the FDIC or the offense otherwise meets the FDIC's de minimis criteria. Similarly, if it subsequently becomes known to Contractor that an employee has been convicted of a covered criminal offense, then that person's employment is terminated.

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to Services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

WELLS FARGO BANK, N.A.
a California Corporation

Dated: _____

By (Signature): _____

Name: _____

Title: _____

Principal Place of Business Address: 420 Montgomery Street, San Francisco, CA 94104

Email Address: _____

Telephone: () _____

Fax: () _____

“CONTRACTOR”

EXHIBIT A SCOPE OF SERVICES

The Contractor shall perform all the duties and services specifically set forth herein and shall provide such other services as it deems necessary or advisable, or are reasonable and necessary to accomplish the intent of the City in a manner consistent with the standards and practices of custodians prevailing at the time such services are rendered to the City.

The City may, with the concurrence of the Contractor, expand this Scope of Services to include any additional services not specifically identified within the terms herein.

The City requires institutional custody services for one high-quality fixed-income portfolio. Investment-related net daily cash settlements shall be automatically debited or credited from/to the City's main concentration bank account by the Contractor. Security purchases are settled on a delivery versus payment basis. The City requires same day credit on all coupons and maturity payments. A delay in credit will require interest to be paid to the City at that day's Federal Funds rate.

Requirements include:

1. Maintain a custodian account for the City's cash and securities,
2. Segregate the City's cash and securities from the assets of the Contractor's other customers. The Contractor shall have only the custody of securities and securities shall be and remain the sole property of the City. The securities held by the Contractor shall be registered in the name of the City.
3. Settle and deliver securities as directed by the City through any broker selected by the City,
4. Collect all investment receipts and income related to the assets held in the City's custodian account,
5. Create, maintain and retain all records relating to securities held in custody in the City's account to meet the requirements and obligations under generally accepted accounting principles,
6. Wire net cash receipts to the City's designated bank account at the end of each business day, if applicable,
7. Withdrawal funds from the City's designated bank account for net debits at the end of each business day, if applicable,
8. Provide on-line reporting of portfolio activity and holdings on a real-time or same day basis,
9. Provide online monthly and annual activity statements and reports including the par, book, and market value of all portfolio holdings (the statement cut off should be the last day of each month),

10. Provide monthly activity statements and reports for all accounts. The statement cut off should be the last day of each month,
11. Provide GASB Reporting Package available to the Contractor's clients, including reports related to GASB 25, 28, 40, 53, and 72 requirements,
12. Provide support and reporting on a timely basis to the City regarding corporate actions, including bond calls, conversions, tender offers, exchanges, receipt of stock rights, mergers and reorganizations, and other events that affect account holdings,
13. Deliver proxy and other materials for assets held in the City's custodian account to the City or as otherwise directed in writing by the City.

**EXHIBIT B
SCHEDULE OF FEES**

Contractor shall bill City quarterly in arrears following the satisfactory completion of the Scope of Services provided by Contractor on an invoice and in a format satisfactory to City and subject to verification and approval by City. City shall pay Contractor within thirty (30) calendar days of City's receipt of an approved invoice.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred fifteen thousand dollars (\$115,000.00).

Service Description	Unit Cost
Asset Based Fee Schedule (market value)	0.12 basis points (mv x 0.000012)
Account Maintenance Fee (Annual Charge)	\$750.00
Transactional Charges-Physical Settlements	\$25.00 per transaction
Domestic Depository Settlements: DTC/Fed/Repurchase Agreements/Reverse Repurchase Agreements/ADR/Free Receipts/Delivers/Maturities	\$8.00 per transaction
Outgoing Domestic Wires	\$12.00 per transaction
Non-Trust Payment System (TPS) Cash Disbursements (Check/ACH)	\$12.00 per transaction
Collection of interest income and dividends	No charge

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$2,000,000 Each Occurrence
- \$4,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury

Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars (\$1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.

The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation.

D. PROFESSIONAL LIABILITY.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one hundred million dollars (\$100,000,000) per claim and one hundred million dollars (\$100,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these

requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Finance Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives

Exhibit D
Contractor Custody and Service Agreements

Amendment to the Wells Fargo Account Agreement Documentation

Effective as of the date provided herein, the attached agreements, disclosures and account setup documentation ("Account Documentation") designated herein replace any Account Documentation covering the same or similar services currently in effect or, if no such Account Documentation is currently in effect, is added to the services that City of Santa Clara ("Owner") has selected Wells Fargo Bank, N.A. ("Wells Fargo") to provide as Trustee/Custodian under the governing Trust/Custody Agreement, executed by Wells Fargo and the Owner for the City of Santa Clara Custody Account ("Account")

Amendment to the Wells Fargo Account Agreement Documentation

Acceptance of Amended and/or Additional Account Documentation

Owner Name ("Owner"): **City of Santa Clara**

Account Name ("Account"): **City of Santa Clara Custody Account**

Wells Fargo Account Number(s): **18372200** and all related sub accounts

The undersigned individuals represent that they are duly authorized to take action on behalf of City of Santa Clara and Wells Fargo, respectively. The parties certify that they are executing this Acceptance to signify receipt of, and agreement to the terms and conditions specified in the Account Documentation listed below, as of the effective date specified on each document.

ACCOUNT DOCUMENTATION (only checked items apply):

Disclosure Statement

Fee Schedule

Accepted:

City of Santa Clara

Wells Fargo Bank, N.A.

Name: _____
(please print)

Name: _____
(please print)

Title: _____
(please print)

Title: _____
(please print)

Signature: _____

Signature: _____

Date: _____

Date: _____

City of Santa Clara

Name: _____
(please print)

Title: _____
(please print)

Signature: _____

Date: _____

Definitions and Disclosure Statement

Definitions

"Asset Based Fees Paid by Fund" are fees that are paid by the fund company for mutual funds or the bank trust company for collective investment funds. These fees are taken out of the fund prior to the calculation of the net asset value ("NAV") for the fund. For assets invested in mutual funds, these are a part of those fees already paid by the shareholders of the applicable fund to the fund/affiliated party as disclosed in the prospectus. The portion being disclosed by Wells Fargo are only those fees received by Wells Fargo from the fund companies parties for certain shareholder services performed by Wells Fargo. Changes to such fees will be disclosed on the trust statements. Any such fees are part of the fund's expense ratio and do not result in an increased payment by the Trust. Ongoing asset based fees are stated as annual rates and are calculated by the fund's manager pursuant to its established practice and procedure. Certain funds may also pay one-time asset based fees to Wells Fargo which are calculated based on the value of funds invested by an individual who was not previously an investor in the fund and are calculated in accordance with the manager's procedures. Asset based fees may be paid by the fund family from one or more sources and under one or more programs provided for in the prospectuses of the funds, such as sub-transfer agency fees, 12b-1 fees, shareholder and administrative services fees, and distribution related fees.

Wells Fargo Mutual Funds

A current prospectus for any Wells Fargo Funds included in the Account is available at www.wellsfargofunds.com or by calling Wells Fargo Funds Investor Services at 1-800-222-8222.

The prospectus contains important information about fees payable to Wells Fargo Bank or its affiliates. The Funds fees and expenses are stated in the *Organization and Management of the Funds* and *Summary of Expenses* sections of the Prospectus and in the *MANAGEMENT* section of the *Statement of Additional Information*.

Alternative Notification of Securities Transactions under 12 CFR §12.5

Whenever you, as Owner initiate trades, and Wells Fargo Bank, N. A. ("Wells Fargo") places those trades in your Account at Wells Fargo, federal regulations (12 CFR §12.4) require that Wells Fargo inform you of your right to receive a separate notification containing details of those security transactions.

Wells Fargo can comply by forwarding you, at no charge, copies of each trade confirmation or, in the absence thereof, written notification of the details that would have been contained therein. Alternatively, you may determine that in lieu of receiving separate trade confirmations, the periodic Account statements provided to you by Wells Fargo are adequate to inform you of the Account trade activity. This alternative reporting is allowed pursuant to 12 CFR §12.5.

By signing the Acceptance Page, you agree that the periodic statements provided by Wells Fargo are adequate notification and that you do not wish to receive separate trade confirmations. If you wish to receive separate trade confirmations, please provide your request in writing to Wells Fargo.

Shareholder Communications Act Disclosure

The Securities and Exchange Commission adopted the Beneficial Owner Information Disclosure Rule #14b-2 (Rule) in 1986 as part of its effort to improve communications between publicly held companies and beneficial owners of the securities registered in the name of certain nominees.

Under these rules, Wells Fargo Bank, N.A. (Wells Fargo) is required to contact each customer for whom we hold securities and determine whether you authorize us to provide your name, address and share position to the issuer of the securities you own. For your protection, the rules prohibit the requesting company from using your name and address for any purpose other than corporate communications.

Please complete the authorization below by checking one of the alternatives.

Wells Fargo is authorized to release my name, address and share position (Consents to disclosure).

Wells Fargo is NOT authorized to release my name, address and share position (Objects to disclosure).

Note: Under the Rule, Wells Fargo is required to treat a non-response as a "Consents to disclosure" response.

Regulation R Limitations (Non-ERISA Custody accounts only)

Regulation R restricts Wells Fargo from executing certain **customer initiated** trades in non-employee benefit plan custody accounts ("Restricted Trades").

Regulation R includes a list of exemptions that allow a bank to conduct specified security transactions without being registered as a broker/dealer. Transactions that fall outside of the exemptions must be performed by a registered broker/dealer.

Wells Fargo is permitted to execute Restricted Trades involving Exempt Investments. "Exempt Investments" are defined as any trades involving registered mutual funds and government issued securities.

Wells Fargo is permitted to execute Restricted Trades not involving Exempt Investments on an *accommodation basis*. With respect to the custody accounts it services, Wells Fargo, defines accommodation trading as follows:

- 1). Trades that involve **investing** cash deposits/income
 - Purchase - invest a cash deposit (new business initial funding activity)
 - Purchase - invest additional cash deposits in an existing account
- 2). Trades that involve **raising** cash for obligations
 - Sale - to raise cash for expenses (e.g., to pay a debt obligation, to cover an overdraft)
 - Sale - to raise cash for account transition to another custodian
- 3). Trades that involve **charitable gifts**
 - Sale - to liquidate asset gifts received in-kind from donors
 - Buy - to invest cash gifts received directly from donors (similar to #1 above)
- 4). Trades that involve special account circumstances
 - Trades to rebalance a portfolio on a periodic basis based on an established allocation
 - Purchase - to invest funds from a pledged asset maturity in a statutory account
 - Sale - to liquidate assets after an external investment manager has been terminated

Customers will be notified by their Relationship Manager when the trading practices of a non-employee benefit plan custody account falls outside of the exemptions under Regulation R.



Fee Agreement

Trust and Custody Fee Agreement

Effective Date: **July 1, 2020**

Owner Name: **City of Santa Clara**

Account Name: **City of Santa Clara Custody Account**

Wells Fargo Account Number(s): **18372200** and all related sub accounts

Billing Frequency: **Quarterly**

Method of Payment: **Invoice Client**

Annual Account and Financial Reporting Fees (*flat fee per account*)

Standard Accounting Reporting \$ 750.00

Annual Asset-Based Fees (*all assets*)

Asset Based Fee 0.12 bps

Closely Held, Physical and Outside Held Asset Fees (*per account/per asset/per transaction*)

Transactional Charges
Physical Settlements \$ 25.00

Security Settlements Transactional Fees (*per transaction*)

Domestic Depository Settlements
(*includes DTC, Fed, Repurchase Agreements, Reverse Repurchase Agreements, ADR, Free Receipts/Delivers, Maturities*) \$ 8.00
Options/Futures Settlements \$ 15.00

Cash Movement Transactional Fees (*per transaction*)

Outgoing Wires \$ 12.00
Non Trust Payment System (TPS) Cash Disbursements (*Check/ACH*) \$ 12.00

Owner Acknowledgement

Fees and expenses described in this Fee Agreement, together with any fees described in other agreements and/or disclosures, constitute amounts payable to Wells Fargo Bank, N.A. ("Wells Fargo") for services provided to the Owner on the Account. If any fees are being reduced, such fee shall be effective as of the effective date listed above. However, if the effective date listed above is prior to the date upon which the Service Agreement Exhibit Acceptance page was executed, then said fee shall be effective the first day of the next billing period following such execution date.

Wells Fargo shall be paid the fees as described above at the time such services are rendered. If such fees are not paid by the Account, such payment shall be made by the Owner. Wells Fargo may deduct fees due for services rendered directly from the Account assets. Fees for services rendered shall be payable upon presentation of invoices by Wells Fargo and may be subject to late payment penalties. Past due fees may be deducted from the Account assets. Wells Fargo, in its sole discretion, may

suspend services during any period in which any unpaid amounts are 90 days overdue or may deduct such amounts from the Trust.

Owner understands that if Wells Fargo fees are based on the market value of the Account, those fees will be affected by asset pricing. When Wells Fargo is unable to price an asset using its usual pricing sources, Wells Fargo will rely on the Owner to supply a price. If the Owner is unable to supply a price for the asset, Wells Fargo will continue to reflect the last known price (and fees will be based on that price) for the asset until the Owner provides an alternative price and fees will be based on that market value.

No fund settlement transaction fees will be assessed for assets held in a Wells Fargo Proprietary Fund. There is no charge for the collection of interest income and dividends.

The Owner has identified all assets held in the Account to Wells Fargo. Should there be any material change to the Account's structure or asset base, or should the Owner fail to transfer any assets scheduled for receipt to Wells Fargo within 60 days of the Effective Date of this Fee Agreement, Wells Fargo reserves the right to redefine fees and/or service conditions.

Wells Fargo shall be entitled to charge additional fees for any additional services requested by the Owner or any revisions to reports, forms, and documents resulting from (i) inaccurate or incomplete information supplied by the Owner, (ii) untimely payments of contributions or reimbursement of fees and expenses, (iii) retroactive amendment of the Trust, (iv) failure of the Owner to timely notify Wells Fargo of any error in reports, forms and documents prepared by Wells Fargo. If the Owner requests a rerun of an allocation or report due to incorrect or untimely information being furnished, the Owner shall bear the extra costs attributable to such reallocations or new reports.

Wells Fargo is entitled to prompt reimbursement of all extraordinary out-of-pocket expenses incurred in the performance of its services on behalf of the Account including, but not limited to, fees for legal process, outside legal fees, and courier services.

On a **Quarterly** basis, Wells Fargo will send an invoice to the Owner for fees and expenses due with respect to the Account. The invoice will denote Account fees to be "billed" that are payable by the Owner and/or Account fees to be "deducted" that have been deducted from Account assets held in the Trust. Such amounts, if billed, shall be due not later than 30 days following the billing date. Additional services not detailed in this Fee Agreement may be negotiated by and between Wells Fargo and the Owner at normal prevailing rates. Wells Fargo retains the right to revise its fee schedule from time to time.

If the Owner wishes to have the Account pay any fees or expenses, or wishes to be reimbursed by the Account for any fees or expenses previously paid by the Owner, the Owner shall be responsible for determining which fees and expenses may properly be

paid or reimbursed by the Account and provide appropriate written direction certifying this to Wells Fargo.

Service Agreement

(Trust Portfolio Reporting Service)

City of Santa Clara ("Customer") wishes to use the Trust Portfolio Reporting Service (the "Service") through the Commercial Electronic Office® (the "CEO®") provided by Wells Fargo Bank, N.A. ("Wells Fargo") on the Wells Fargo website. The specific terms and conditions applicable to use of the Service are set forth in this Agreement. All persons entering the CEO on behalf of Customer (the "Users") are required to also accept the terms of use for the Service and the CEO.

- 1. Using the Service.** Customer agrees to use the Service and the CEO only as provided in (a) this Agreement, including any applicable addenda, (b) the rules and procedures made applicable to the CEO from time to time by Wells Fargo, (c) any communications, instructions, Terms or conditions appearing at the CEO website itself, and (d) any state or federal laws or regulations applicable to the CEO.
- 2. Trust Portfolio Reporting Service Description.**

General Reporting. If Customer elects the General Reporting feature of the Service, it may access through the Internet its Trust cash, asset, and transaction information as follows:

- (a) Trust account information as of the close of the previous business day.
- (b) Settlement date cash and asset position information for the prior eighteen months. (Customer's information begins to accumulate from the date of first use of the Service.)
- (c) Transaction history for up to eighteen prior months. (Customer's history begins to accumulate from the date of first use of the Service.)
- (d) Pending transaction information as of the current business day for up to 45 subsequent calendar days.
- (e) Customer information may be sorted and selected in several combinations to view online, print, or export in a variety of output formats.

Verified Reporting. If Customer elects the Verified Reporting feature of the Service, it may access through the Internet Customer's financial and/or investment performance/and or portfolio analytics information for certain designated trust accounts as follows:

- (a) Account information as of the close of the previous accounting period as determined by pre-selected accounting cycle.
- (b) Historic cash and asset positions and transaction data for prior accounting periods beginning with the date an account is established on this platform.
- (c) Cash and asset positions and transaction information as of trade date.

(d) For any foreign assets, cash and asset positions and transaction history information in both base and local currency.

(e) Customer information may be sorted and selected in several combinations to view online, print, or export in a variety of output formats

Cash Movement. If Customer is qualified, it may elect the Cash Movement feature of the Service described more fully in the Cash Movement Addendum (the "Cash Movement Addendum").

Trade Entry. If Customer is qualified, it may elect the Trade Entry feature of the Service described more fully in the Trade Entry Addendum (the "Trade Entry Addendum").

3. **Access.** Access to the Service for all purposes is controlled by means of one or more authorization codes that Wells Fargo shall issue to Customer.

(a) In the event Customer elects General Reporting or Verified Reporting or both, Customer will be provided with a specific authorization code.

(b) In the event Customer elects Cash Movement, Customer will be furnished with a specific authorization code and will be required to comply with an additional level of authorization to invoke strong security authentication.

(c) In the event Customer elects Trade Entry, Customer will be furnished with a specific authorization code and will be required to comply with an additional level of authorization.

(d) Customer is responsible for controlling the security and confidentiality of the authorization codes provided to its employees and shall promptly notify Wells Fargo if it becomes aware of the unauthorized use of the authorization code(s) or suspects that an unauthorized use may occur.

4. **Fees.** Customer agrees to pay Wells Fargo for the Service in accordance with the schedule of charges attached hereto. Wells Fargo may change the schedule of charges at any time upon thirty (30) days' prior written notice to Customer.

5. **Sublicense.**

(a) Wells Fargo has separately licensed from third parties (the "Licensors") various securities pricing and characteristic databases (referred to as the "Securities Pricing and Characteristic Databases") for its use in delivering the Service. Wells Fargo grants to Customer a nonexclusive, nontransferable sublicense to access the Securities Pricing and Characteristic Databases solely and exclusively for Customer's own use and only in connection with its use of the Service. Customer agrees that the security pricing information contained in the Securities Pricing and Characteristic Databases is provided solely for Customer's use in connection with the Service and is not provided for any other use or manipulation by Customer, including the sale of such security pricing information to third parties. The Securities Pricing and Characteristic Databases shall at all times be the property of the Licensors and nothing in this Service Agreement shall be deemed a transfer of or create an ownership interest in the Securities Pricing and Characteristic Databases.

(b) Wells Fargo will have the right to terminate this sublicense if Customer:

(i) ceases to be a customer for the Service;

- (ii) attempts to further sublicense or transfer the rights granted in this Service Agreement or the Cash Movement Addendum;
 - (iii) assigns, or attempts to assign, this Service Agreement or any of its rights hereunder (the word "assign" to include, without limiting the generality thereof, a transfer of a majority interest in Customer);
 - (iv) neglects or fails to perform or observe any of its existing or future obligations to Wells Fargo, whether under this Service Agreement, the Cash Movement Addendum, the Trade Entry Addendum or otherwise;
 - (v) makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property; or
 - (vi) is adjudged bankrupt, and such condition(s) is not remedied within ten (10) days after written notice thereof has been given to Customer.
- (c) Upon termination of this sublicense or of any license granted for the use of the Securities Pricing and Characteristic Databases, all rights of Customer to use the Securities Pricing and Characteristic Databases and related documentation under this Service Agreement will cease. Customer shall promptly discontinue its use of the Service and its access to the Securities Pricing and Characteristic Databases and any other software products provided under this Service Agreement and shall return the related documentation and software products and all copies thereof to Wells Fargo.
6. **Reliance on Third Parties.** Wells Fargo relies on information provided by third parties to establish market valuations and perform the portfolio analytics for Customer. Wells Fargo exercises reasonable care in selecting the third parties and believes the information provided (e.g., pricing and market indices) is accurate and reliable. Wells Fargo does not guarantee that accuracy, however, and is liable to Customer hereunder only to the extent of its own negligence or willful misconduct in delivering the Service.
 7. **Entire Agreement.** This Agreement and any related addendum expressly executed by Customer (collectively, the "Agreement") shall constitute the sole agreement among Customer and Wells Fargo regarding use of the Service. Any prior agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Agreement are superseded by this Agreement.
 8. **Waivers.** Wells Fargo shall not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and signed by an authorized representative of Wells Fargo. No delay, extension of time, compromise, or other indulgence which may occur or be granted from time to time by Wells Fargo shall impair the rights or powers of Wells Fargo under this Agreement.
 9. **Amendments.** Wells Fargo may amend this Agreement at any time upon prior written notice to Customer. Customer will be deemed to have accepted an amendment of this Agreement if any of its Users use the Service through the CEO more than 30 calendar days after Customer receives notice of such amendment.

Service Agreement – Trust Portfolio Reporting Services

10. **Assignment.** Customer's rights, duties and obligations under this Agreement may not be assigned by Customer without the prior written consent of Wells Fargo. Nor may Wells Fargo assign its rights, duties and obligations hereunder without Customer's prior written consent.
11. **Termination.** Either party may terminate this Agreement for any reason upon 30 days' prior written notice to the other.
12. **Governing Law.** Customer's rights and obligations and the rights and obligations of Wells Fargo under this Agreement will be governed by and be subject to the laws of the State of California.
13. **Severability.** If any provision of either this Agreement, the Cash Movement addendum, or the Trade Entry Addendum (if selected by Customer) shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Agreement in all jurisdictions, shall not in any way be affected or impaired.

Customer acknowledges and agrees to the terms of this Service Agreement for the Trust Portfolio Reporting Service.

This Agreement is effective upon acknowledgement by Customer by its duly authorized officer or officers on the date stated below.

Acknowledged and Accepted By:

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer elects the General Reporting feature of the Service.

Customer elects the Verified Reporting feature of the Service.

Customer elects the Cash Movement feature of the Service.
Must execute TRUST PORTFOLIO REPORTING CASH MOVEMENT ADDENDUM.

Customer elects the Trade Entry feature of the Service.
Must execute TRUST PORTFOLIO REPORTING TRADE ENTRY ADDENDUM.

Trust Portfolio Reporting Fees

Pursuant to section 4 of the Service Agreement for Trust Portfolio Reporting, Customer agrees to pay Wells Fargo the following fees:

Company: **City of Santa Clara**

Fee	Amount
Set-up Fee:	<u>\$Waived</u>
Basic Service Fee:	<u>\$Waived</u>

As set forth in section 4 of the Service Agreement, Wells Fargo may change this schedule of charges at any time upon 30 (thirty) days prior written notice to Customer.

Commercial Electronic Office (“CEO[®]”) Portal Online Access Agreement

You have requested access to the Commercial Electronic Office online banking portal (the “CEO Portal”) of Wells Fargo Bank, N.A. (“Wells Fargo”), through which you can access (a) certain financial services in which you have separately enrolled (the “Services”) and (b) third-party sites we may make available through the CEO Portal. We offer different channels through which you may access the CEO Portal, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third-party site accessible through one channel may not be accessible through another channel. In this CEO Portal Online Access Agreement (the “Agreement”), the words “you” and “your” refer to the company or business entity using the CEO Portal. The words “we,” “our,” and “us” refer to Wells Fargo. The term “Affiliate” means the parent company of Wells Fargo, Wells Fargo & Company, and any present or future company that controls, is controlled by, or is under common control with Wells Fargo. The general terms and conditions applicable to your use of the CEO Portal are contained in this Agreement, which you must sign and return to Wells Fargo before you are allowed access to the CEO Portal. In addition, any person that you authorize to enter the CEO Portal on your behalf (each, an “Authorized Agent”) must also accept the CEO Portal Terms of Use. Finally, before you are able to use a Service through the CEO Portal, you must sign or accept the applications, agreements, instruments, rules, standards, policies, instructions, and other documents and forms required to use the Service (the “Service Documentation”). In the event of any inconsistency between the Service Documentation and this Agreement with respect to a Service, the Service Documentation will control, but only to the extent of such inconsistency; except, however, this Agreement will control with respect to the Online Access Process. As used in this paragraph, “Online Access Process” means (1) the terms under which you are allowed to access and use the Services via the CEO Portal; (2) the process or procedures you use in order to obtain access to the Services (including required Security Credentials, as defined below) via the CEO Portal; and (3) our right to change, suspend, or terminate this Agreement or your access to the Services via the CEO Portal.

1. **Using the CEO Portal.** You agree to use the CEO Portal and the Services only as provided in (a) this Agreement; (b) the rules, procedures, standards, requirements, and policies made applicable to the CEO Portal and the Services from time to time by Wells Fargo and Affiliates; (c) any communications, instructions, terms, or conditions appearing at the CEO Portal or in the Service Documentation; and (d) any state or federal laws or regulations applicable to the CEO Portal or the Services.
2. **Accessing the CEO Portal.**
 - (a) When you enroll in the CEO Portal, and as we may determine is necessary after enrollment, we will provide Security Credentials, as defined below, to your Authorized Agent(s). “Security Credentials” mean one or more methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through the CEO Portal, whether or not it was actually from an Authorized Agent. Wells Fargo

offers two options for administering access to the CEO Portal: Administration and Bank Administration.

- (b) If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, and User. Unless you and we separately agree, we will provide Security Credentials only to your initial Company Administrator(s), who will assign Security Credentials to other individuals and designate those individuals as one of the following: (1) Company Administrator, who may perform all of your administrative functions in the CEO Portal, including managing all Users, Administrators, and Services, and who may enter into agreements on your behalf; (2) Administrator, who may perform all the functions of an Administrator including designating other Administrator(s) and User(s); or (3) User, who may access the Services designated by a Company Administrator or an Administrator as well as those Services in which we permit a User to self-enroll. Each Company Administrator and Administrator has the authority to enroll you in additional Services. Company Administrators may also remove an Authorized Agent’s access and disable an Authorized Agent’s Security Credentials. In addition to your use of Administration as described in this subsection, you may request that we assign Security Credentials to Users that you designate in writing to us. Your designation to us will specify the Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.
- (c) For the Bank Administration option, there is one category of Authorized Agent: Users. We will assign Security Credentials to each User you designate.
- (d) You will promptly revoke the Security Credentials of any Authorized Agent or User when that individual is no longer authorized to access the CEO Portal. If you notify us in writing to revoke the Security Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual’s access.
- (e) **FAILURE TO PROTECT THE SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO (i) USE THE SERVICES; (ii) CHANGE, VERIFY, OR SEND DATA; (iii) SEND INFORMATION TO, OR RECEIVE INFORMATION FROM, WELLS FARGO AND AFFILIATES; OR (iv) ACCESS YOUR ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA. ALL ENTRIES INTO THE CEO PORTAL, ALL COMMUNICATIONS SENT, AND ALL USES OF THE SERVICES THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE ENTRIES, COMMUNICATIONS, AND USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS, UNLESS SUCH UNAUTHORIZED USE IS DUE TO THE ESTABLISHED NEGLIGENCE OR WILLFUL MISCONDUCT OF WELLS FARGO, ITS AFFILIATES, OR ITS EMPLOYEES.** You acknowledge the importance of developing internal procedures to limit such risk, which procedures will include, at a minimum: (A) if you are using Bank Administration, notifying Wells Fargo immediately when any new person becomes an Authorized Agent or when any existing Authorized Agent stops being an Authorized Agent; (B) if you are using

Commercial Electronic Office (“CEO[®]”) – Portal Online Access Agreement

Administration, disabling access to the CEO Portal immediately for each Authorized Agent that is no longer authorized by you to access the CEO Portal; and (C) keeping secure and protecting the confidentiality of your Security Credentials.

- (f) You agree to notify Wells Fargo immediately when you become aware of any loss or theft of, or any unauthorized use of, any Security Credentials.
3. **Financial Information.** Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to Wells Fargo (collectively, “Financial Information”) may be available to you at the CEO Portal. The posting of any Financial Information or any other information or data at the CEO Portal is not a recommendation by Wells Fargo or any Affiliate that any particular Service or transaction is suitable or appropriate for you or that you should receive or in any way use any Service. Neither Wells Fargo nor any Affiliate guarantees the accuracy, completeness, timeliness, or correct sequencing of any Financial Information, nor are they in any way responsible for the actions or omissions of the third parties developing or transmitting any Financial Information or for any decision made or action taken by you in reliance upon any Financial Information.
4. **Alerts.**
- (a) **Non-subscribed alerts.** When you enroll in the CEO Portal or any Service, you consent to receive by email or other delivery channels servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
- (b) **Subscribed alerts.** You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.
5. **Use of Certain Software to Access the CEO Portal.** In using the CEO Portal, you will be sending or receiving financial and other information directly to or from Wells Fargo and Affiliates through the Internet. You acknowledge that when the Internet, or any other electronic communications facility, is used to transmit or receive information, the information may be accessed by unauthorized third parties. To reduce the likelihood of such third party access, you agree to transmit and receive information through the CEO Portal using only software, including, but not limited to, browser software, or other access devices that support the Secure Socket Layer (SSL) protocol (or other protocols required by or acceptable to Wells Fargo), and to follow any Wells Fargo procedures that support such protocols.
6. **Disclaimers.** Neither Wells Fargo nor any Affiliate will be your advisor or fiduciary with respect to this Agreement. **NEITHER WELLS FARGO NOR ANY AFFILIATE MAKES ANY EXPRESS OR IMPLIED WARRANTY AS TO THE AVAILABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE CEO PORTAL, THE FINANCIAL INFORMATION, OR THE SERVICES, AND NEITHER WELLS FARGO NOR ANY AFFILIATE MAKES ANY OTHER WARRANTY, PROMISE, COMMITMENT, GUARANTEE, OR REPRESENTATION WITH RESPECT TO THE CEO**

PORTAL, THE FINANCIAL INFORMATION, OR THE SERVICES, EXCEPT THOSE WARRANTIES, PROMISES, COMMITMENTS, GUARANTEES, OR REPRESENTATIONS SPECIFICALLY STATED IN THE SERVICE DOCUMENTATION. If a Service cannot be used through the CEO Portal, Wells Fargo will make reasonable efforts for such Service to be used by other means.

7. **Limitation of Liability.** Neither Wells Fargo nor any Affiliate will be liable to you for any direct damages or losses suffered or incurred by you in connection with the CEO Portal, any Service, any Financial Information, any other information you receive through the CEO Portal, or any failure to provide, or delay in providing, access to the CEO Portal, any Service, or any Financial Information, except to the extent such damages or losses arise directly from the established negligence or willful misconduct of Wells Fargo or an Affiliate. Notwithstanding any provision of this Agreement or any Service Documentation to the contrary, **IN NO EVENT WILL WELLS FARGO OR ANY AFFILIATE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR LOSSES, OR BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF OPPORTUNITY, LOSS OR INJURY TO REPUTATION, OR LOSS OF ANTICIPATED SAVINGS, WHETHER ANY CLAIM FOR SUCH DAMAGES OR LOSSES IS BASED ON TORT OR CONTRACT OR WHETHER WELLS FARGO OR ANY AFFILIATE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCE AND REGARDLESS OF THE FORM OF THE CLAIM OR ACTION.**
8. **Restricting or Terminating Access to the CEO Portal.** Wells Fargo may terminate this Agreement or your (including your Authorized Agent’s) access to the CEO Portal by providing you with thirty (30) days prior written notice. However, Services may be terminated earlier in accordance with the Service Documentation. In the event you or your Authorized Agent’s use of the CEO Portal or any Service (a) violates any provision of this Agreement or the Service Documentation, (b) is not permitted by applicable law, (c) is not authorized by you or any third party whose authorization we believe is necessary, or (d) should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance), Wells Fargo may terminate your or the Authorized Agent’s access to the CEO Portal or the applicable Service upon immediate notice. Neither Wells Fargo nor any Affiliate shall have liability to you or any Authorized Agent for any losses or damages you may suffer or incur as a result of (i) any termination of this Agreement or (ii) inability to access the CEO Portal or any applicable Service.
9. **Waivers.** Neither Wells Fargo nor any Affiliate shall be deemed to have waived any of its rights under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of Wells Fargo or such Affiliate. No delay, extension of time, compromise, or other indulgence which may occur or be granted from time to time by Wells Fargo or any Affiliate under this Agreement shall impair the rights of Wells Fargo or any Affiliate under this Agreement.
10. **Amendments.** Wells Fargo may amend this Agreement at any time upon written notice to you. You will be deemed to have accepted such amendment if any of your Authorized Agents access the CEO Portal or use any Service through the CEO Portal more than thirty (30) calendar days after you receive notice of such amendment.

Commercial Electronic Office (“CEO[®]”) – Portal Online Access Agreement

11. **Assignment.** You may not assign or transfer your rights or obligations under this Agreement, whether by operation of law, asset purchase, merger, or other corporate reorganization, or any other method, without Wells Fargo’s prior written consent.
12. **Governing Law.** Your rights and obligations and the rights and obligations of Wells Fargo and Affiliates under this Agreement will be governed by and subject to the law of the following U.S. state, excluding any applicable conflict of laws provisions: (a) the U.S. state in which the office of Wells Fargo that maintains the account you use in connection with the Services is located; or (b) if there is no such state, no one state, or no account associated with such Services, the State of New York.
13. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the remaining provisions will in no way be affected or impaired thereby.
14. **Entire Agreement.** This Agreement and the CEO Portal Terms of Use set forth the exclusive and entire agreement between Wells Fargo, the Affiliates, and you with respect to your use of the CEO Portal. Any prior agreements, representations, statements, negotiations, undertakings, promises, or conditions, whether oral or written, with respect to your use of the CEO Portal which conflict with the provisions in this Agreement are superseded by this Agreement.

This Agreement is signed below by your duly authorized officer or officers on the date stated below.

Date: _____

City of Santa Clara

[Company Name]

By: _____

Print Name: _____

Title: _____

Date: _____

City of Santa Clara

[Company Name]

By: _____

Print Name: _____

Title: _____

Company Address: (please print below):