

**Fifth Amendment to Contract No. C-114826**

**Between  
The City of Los Angeles  
And  
Wells Fargo Bank, N.A.**

This Fifth 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;

**WHEREAS** the term of the Contract expired on June 30, 2018;

**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 one additional year beyond June 30, 2018.

**AGREEMENT**

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

**ARTICLE 1 - AMENDMENTS TO THE CONTRACT**

The parties hereby agree that the Contract shall be amended effective July 1, 2018 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, a revised Exhibit A entitled the Standard Provisions for City Contracts dated as of October 2017 as per Addendum A, the City's RFP and all addendum thereto, the Wells Fargo Agreements for the City of Los Angeles, the Merchant Services Agreements and the BANK'S PROPOSAL; provided, however, that the BANK'S proposal is amended such that (i) no third party services may be billed to the account analysis except for Armored Courier Services, Payment Card Industry Data Security ("PCI DSS") compliance services provided by Trustwave Holdings, merchant services provided by the BANK, and banking supplies which may be billed to account analysis through

December 31, 2018, and (ii) an updated Exhibit C entitled *City of Los Angeles-Master Treasury Contract (Contract 114826), Wells Fargo Banking – Pricing Schedule as of July 1, 2018* as per the Addendum B.”

2. TERM

Article 2, Term, of the Contract is hereby modified to extend by one (1) year, the current expiration date from June 30, 2018 to June 30, 2019, subject to the termination provisions herein. The CITY has the option to extend this AGREEMENT for one (1) additional year in two six (6) month increments, subject to any modifications mutually determined by CITY and BANK.

3. COMPENSATION

Article 5, Compensation, of Contract C-114826 is hereby amended in its entirety to read:

“For complete and satisfactory performance of the terms of this AGREEMENT, the CITY will pay the BANK at the City’s option, either by compensating balances or cash in accordance with the Fee Schedule set forth in Exhibit C which is attached hereto and made a part hereof, after the CITY has received a monthly analysis statement(s) and reviewed and approved the services performed within forty-five (45) days of receipt of the analysis statement(s). The foregoing amount represents the total compensation to be paid by CITY to BANK for services performed under this AGREEMENT. Settlement will be quarterly and if the settlement dates falls on a Saturday, Sunday or legal holiday, then settlement will occur on the next business day thereafter.”

4. TERMINATION

Article 17, Termination, of Contract C-114826 and PSC-9 of the Standard Provisions for City Contracts entitled “Termination”, attached hereto as Addendum A, is hereby amended in its entirety to read as follows:

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 promptly 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 incur no further costs or expenses against CITY under this Contract.

## 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, at no fault of CITY, 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 reasonable 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, 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 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 termination.

## 5. INCORPORATION OF STANDARD PROVISIONS

Contractor agrees to comply with the applicable requirements of the Standard Provisions for City Contracts (rev. 10/17) [V.3], attached hereto as Addendum A and incorporated into this

Agreement and made a part hereof, except for the substitution of the following provisions:

PSC-9 Termination

Notwithstanding Section 1 Integrated Agreement, above, Section PSC-9 of the Standard Provisions entitled "Termination" is modified as referenced in Section 4 Termination of this amendment.

PSC-24 Best Terms

Section PSC-24 of the Standard provisions entitled "Best Terms" shall be of no force or effect.

**ARTICLE II - GENERAL PROVISIONS**

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

**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**

**Wells Fargo Bank, N.A.**

By: \_\_\_\_\_  
Claire Bartels  
Director of Finance / City Treasurer

By: \_\_\_\_\_  
Renee Gordon  
Vice President

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

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

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed / Typed*

Title: \_\_\_\_\_  
*Printed / Typed*

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

**Approved as to Form:**  
MICHAEL N. FEUER  
City Attorney

**Attest**  
HOLLY L. WOLCOTT  
City Clerk

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

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

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

**Addendum A**

**EXHIBIT A - STANDARD PROVISIONS FOR CITY CONTRACTS (Rev.10/17)[v.3]**

# STANDARD PROVISIONS FOR CITY CONTRACTS

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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 time 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** to perfect, 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](http://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.



## 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](http://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.

|   | <b>Limits</b>       |
|---|---------------------|
| <hr/> <hr/>   |                     |
| <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>   | WC <u>Statutory</u> |
|   | EL _____            |
| <input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span><br><input type="checkbox"/> Jones Act  |                     |
| <hr/> <hr/>   |                     |
| <b>General Liability</b>  |                     |
| <input type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span><br><input type="checkbox"/> Fire Legal Liability _____<br><input type="checkbox"/> _____   |                     |
| <hr/> <hr/>   |                     |
| <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)  | _____               |
| <hr/> <hr/>   |                     |
| <b>Professional Liability</b> (Errors and Omissions)  | _____               |
| Discovery Period _____  |                     |
| <hr/> <hr/>   |                     |
| <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)  | _____               |
| <input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span><br><input type="checkbox"/> Flood _____ <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span><br><input type="checkbox"/> Earthquake _____ <span style="margin-left: 200px;"><input type="checkbox"/> _____</span> |                     |
| <hr/> <hr/>   |                     |
| <b>Pollution Liability</b>  | _____               |
| <input type="checkbox"/> _____  |                     |
| <hr/> <hr/>   |                     |
| <b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds   | _____               |
| <b>Crime Insurance</b>  | _____               |
| <hr/> <hr/>   |                     |

**Other:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Addendum B**

**EXHIBIT C – PRICING SCHEDULE JULY 1, 2018**

**Exhibit C**

**City of Los Angeles-Master Treasury Contract (Contract 114826),  
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2018**

| Element ID                   | AFP Code | Wells Fargo Description             | Fee Per Item |
|------------------------------|----------|-------------------------------------|--------------|
| <b>ACCOUNT RECONCILEMENT</b> |          |                                     |              |
| 12687                        | 20 9999  | ARP AGED ISSUE RECORDS ON FILE-ITEM | \$0.0060     |
| 12707                        | 10 0610  | DEPOSIT LOCATION REPORTING - ITEM   | \$0.0500     |
| 12061                        | 10 0600  | ARP MONTHLY BASE - PARTIAL          | \$15.0000    |
| 12609                        | 15 1200  | ARP PAPER STATEMENT DELIVERY        | \$5.0000     |
| DS322                        | 20 0120  | ARP PARTIAL RECONCILIATION - ITEM   | \$0.0300     |
| 12907                        | 15 0030  | POSITIVE PAY MONTHLY BASE           | \$0.0000     |
| 12377                        | 20 0110  | ARP FULL RECON-ITEM                 | \$0.0300     |
| 12379                        | 20 0201  | ARP PART POSITIVE PAY ISSUE - ITEM  | \$0.0300     |
| 12430                        | 20 0301  | ARP OUTPUT - TRANSMISSION           | \$3.0000     |
| 12608                        | 20 0210  | ARP MANUAL INPUT ISSUE INFO-ITEM    | \$2.0000     |
| 12604                        | 20 0323  | ARP OPTIONAL REPORTS                | \$5.0000     |
| 12680                        | 20 0420  | ARP CUSTOM PROGRAMMING MONTHLY BASE | \$100.0000   |
| 12060                        | 20 0010  | ARP MONTHLY BASE - FULL             | \$15.0000    |
| DS191                        | 15 0299  | PAYEE VALIDATION STANDARD-ITEM      | \$0.0100     |
| 34336                        | 15 0723  | POSITIVE PAY EXCEPTION - CEO IMAGE  | \$0.2500     |
| 12694                        | 20 0100  | OUTGOING TRANSMISSION - PER ITEM    | \$0.0000     |
| 12603                        | 01 0320  | ARP SPECIAL REQUEST                 | \$100.0000   |
| 12683                        | 15 0310  | ARP PAID-NO ISSUE ITEMS             | \$0.0300     |
| 12903                        | 20 0399  | POSITIVE PAY EXCEPTIONS - ITEM      | \$0.6500     |
| 14804                        | 15 0300  | CONT DISB POSITIVE PAY EXCEP        | \$2.5000     |
| 34350                        | 20 0305  | CEO ARP STMT & RPTS MONTHLY BASE    | \$0.0000     |
| 12684                        | 20 0310  | ARP PAPER STMT/REPORT MONTHLY BASE  | \$0.0000     |
| 34337                        | 20 0200  | CEO CHECK ISSUES-ITEM               | \$0.0200     |
| 12681                        | 15 0030  | POSITIVE PAY ONLY MONTHLY BASE      | \$0.0000     |
| 12682                        | 15 0120  | POSITIVE PAY ONLY - ITEM            | \$0.0700     |
| 12686                        | 20 0201  | POSITIVE PAY ONLY CHECKS PAID       | \$0.0800     |
| 12906                        | 15 0401  | POS PAY CHECK VERIFICATION CALL     | \$10.0000    |
| 12908                        | 15 0310  | POS PAY CHECKS WITH NO ISSUE RECORD | \$0.0000     |
| 12505                        | 15 0222  | POSITIVE PAY EXCEPTION CHECKS RETND | \$1.5000     |
| 34421                        | 42 0272  | ARP STMTS & RPTS (CSV/EXCEL) / ITEM | \$0.0300     |
| 34420                        | 40 0051  | ARP STMTS & RPTS (CSV/EXCEL) / BASE | \$12.0000    |
| <b>ACH</b>                   |          |                                     |              |
| ES344                        | 25 0202  | ACH RECEIVED ITEM                   | \$0.0300     |
| 32054                        | 01 0000  | WELLSTAX PAYMENT - PREMIUM          | \$5.0000     |
| ES256                        | 25 0401  | ACH RETURN ITEM - MAIL ADVICE       | \$3.0000     |
| ES235                        | 25 0710  | ACH MAIL SERVICE                    | \$3.0000     |
| ES802                        | 25 0501  | ACH TRANSMISSION SPECIAL            | \$0.0000     |
| ES801                        | 25 0501  | ACH TRANSMISSION CHARGE             | \$5.0000     |
| 06092                        | 25 1000  | ACH IMPLEMENTATION                  | \$50.0000    |
| 06230                        | 25 1070  | ACH PERFECT NOC PER ITEM            | \$0.0100     |
| 06505                        | 25 0302  | ACH RETURN ADMIN-ELECTRONIC         | \$0.0000     |
| 06507                        | 25 0312  | ACH RETURN UNAUTHORIZED-ELECTRONIC  | \$0.0000     |
| 06511                        | 25 0312  | ACH RETURN UNAUTHORIZED QUALITY FEE | \$0.0000     |
| ES201                        | 25 1000  | ACH TRANSMISSION - SET UP           | \$0.0000     |
| 34334                        | 25 1050  | ACH CEO FRAUD FILTER STOP MTHLYBASE | \$3.0000     |
| ES206                        | 25 0120  | ACH ORIGINATED - ADDENDA REC        | \$0.0200     |

**Exhibit C**

**City of Los Angeles-Master Treasury Contract (Contract 114826),  
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2018**

| Element ID           | AFP Code | Wells Fargo Description               | Fee Per Item |
|----------------------|----------|---------------------------------------|--------------|
| ES280                | 25 0000  | ACH MONTHLY BASE                      | \$15.0000    |
| ES343                | 25 0000  | ACH MICR SPLIT MONTHLY BASE           | \$15.0000    |
| ES211                | 25 0102  | ACH ONE DAY ITEM                      | \$0.0250     |
| ES210                | 25 0102  | ACH TWO DAY ITEM                      | \$0.0100     |
| ES216                | 25 0102  | ACH SAME DAY                          | \$0.0500     |
| ES240                | 25 0310  | ACH RETURN ITEM-REDEPOSITED           | \$0.5000     |
| ES283                | 25 0000  | ACH VENDOR MONTHLY BASE               | \$25.0000    |
| ES339                | 25 1060  | ACH SPECIAL INVESTIGATION             | \$25.0000    |
| 06502                | 25 0302  | ACH RETURN ITEM-ELECTRONIC            | \$0.0000     |
| ES252                | 25 0302  | ACH RET ITEM-INFO REPORTING ADVICE    | \$0.7500     |
| ES251                | 25 0302  | ACH RETURN ITEM - FAX ADVICE          | \$0.5000     |
| ES231                | 25 0620  | ACH DELETE/REVERSE - BATCH/FILE       | \$40.0000    |
| 34285                | 25 0703  | CEO ACH HYP ITM DET ING - PER ITEM    | \$1.5000     |
| 34340                | 25 0400  | ACH CEO RETURN SUBSCRIPTION - ACCOUNT | \$15.0000    |
| 34333                | 25 1050  | ACH CEO FRAUD FILTER REVIEW MO BASE   | \$3.0000     |
| 34335                | 25 1053  | ACH CEO FRAUD FILTER REVIEW - ITEM    | \$5.0000     |
| 34338                | 25 1052  | ACH CEO FRAUD FILTER STOP - ITEM      | \$0.2500     |
| ES354                | 25 1053  | ACH FRAUD FILTER REVIEW - ITEM FAX    | \$20.0000    |
| ACH1D                | 25 0102  | ACH PAYMENTS ONE DAY ITEM             | \$0.0250     |
| ACH2D                | 25 0102  | ACH PAYMENTS TWO DAY ITEM             | \$0.0100     |
| ACHYD                | 25 0102  | ACH PAYMENTS SAME DAY ITEM            | \$0.0500     |
| ES336                | 25 0102  | ACH SCHEDULED FILE SERVICE            | \$15.0000    |
| ES363                | 25 0170  | ACH NOC - TRANSMISSION ADVICE         | \$0.5000     |
| ES371                | 25 0170  | ACH WELLS FARGO NOC - TRANS ADVICE    | \$0.5000     |
| ES390                | 25 0302  | ACH WELLS FARGO NOC-INFO REPT ADVIC   | \$0.7500     |
| ES486                | 25 1070  | ACH NOC - MAIL ADVICE                 | \$0.7500     |
| ES392                | 25 1070  | ACH WELLS FARGO NOC - MAIL ADVICE     | \$0.7500     |
| ES480                | 25 1070  | ACH NOC - FAX ADVICE                  | \$0.5000     |
| ES481                | 25 0302  | ACH NOC - INFO REPORTING ADVICE       | \$0.7500     |
| ES391                | 25 1070  | ACH WELLS FARGO NOC - FAX ADVICE      | \$0.5000     |
| ES335                | 25 1099  | ACH TRANSMITTAL SERVICE               | \$2.0000     |
| 06186                | 25 0000  | ACH UNIVERSAL PYMT ID CODE SETUP      | \$50.0000    |
| 06187                | 25 0000  | ACH UNIVERSAL PYMT ID CODE MO BASE    | \$15.0000    |
| 34330                | 25 0703  | ACH CEO SUBSCRIPTION - ACCOUNT        | \$10.0000    |
| 34332                | 25 0703  | ACH CEO SUBSCRIPTION - ITEM           | \$0.0200     |
| 34342                | 25 0400  | ACH CEO RETURN SUBSCRIPTION - ITEM    | \$0.0500     |
| 34377                | 25 0000  | ACH PAYMENTS BASE FEE                 | \$15.0000    |
| ES700                | 25 0102  | ACH INQUIRY MONTHLY BASE              | \$0.0000     |
| ES362                | 25 0311  | ACH RETURN ITEM DISHONORED            | \$6.5000     |
| ES230                | 25 0620  | ACH DELETE ITEM                       | \$3.0000     |
| ES361                | 25 0642  | ACH REVERSAL ITEM                     | \$3.0000     |
| ES803                | 25 0500  | ACH PAYMENTS ONLINE BATCH RELEASE     | \$3.0000     |
| <b>CASH SERVICES</b> |          |                                       |              |
| 08055                | 10 0153  | CASH VAULT COURIER CHARGES            | pass through |
| 08008                | 10 0110  | VAULT DEPOSITED COIN - ROLLED         | \$0.0000     |
| 08052                | 10 0006  | BRANCH DEPOSIT                        | \$0.4000     |
| 08067                | 10 0113  | CASH VAULT COIN DEPOSIT-STD BAG       | \$1.0000     |
| 08116                | 10 0145  | CASH VAULT COIN FURN-STD HALF BOX     | \$2.2500     |

**Exhibit C**

**City of Los Angeles-Master Treasury Contract (Contract 114826),  
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2018**

| <b>Element ID</b>           | <b>AFP Code</b> | <b>Wells Fargo Description</b>       | <b>Fee Per Item</b> |
|-----------------------------|-----------------|--------------------------------------|---------------------|
| 08132                       | 10 0100         | CASH VAULT MONTHLY BASE              | \$0.0000            |
| 08173                       | 10 0100         | CV CASH ONLY OR CHECK ONLY DEPOSIT   | \$0.4000            |
| 08181                       | 10 0141         | CASH VAULT CASH ORDERS-TRANSMISSION  | \$1.5000            |
| 08182                       | 10 0141         | CASH VAULT CASH ORDERS-CEO           | \$1.0000            |
| 08188                       | 10 0142         | CASH VAULT CASH ORDER-STANDING INST  | \$1.5000            |
| 08189                       | 10 0141         | CASH VAULT CASH ORDER-TOUCHTONE      | \$1.0000            |
| 08603                       | 10 0000         | EXPANDED NETWORK ATM ORDERS          | \$1.5000            |
| 08192                       | 10 0143         | CASH VAULT CASH ORDER-SPECIAL        | \$1.5000            |
| 08505                       | 10 0515         | CASH VAULT ADJ ADVICE - EMAIL        | \$0.0000            |
| 08504                       | 10 0520         | CASH VAULT ADJ ADVICE - US MAIL      | \$0.0000            |
| 08601                       | 10 0141         | VL CASH ORDERS-STANDARD              | \$1.5000            |
| 08602                       | 10 0143         | EXPANDED NETWORK CASH ORDER-LATE     | \$1.5000            |
| 08190                       | 10 0140         | CASH VAULT CASH ORDER-CALL IN        | \$1.0000            |
| 08604                       | 10 0199         | EXPANDED NETWORK CURRENCY FURNISHED  | \$0.0010            |
| 08416                       | 10 0199         | CASH VAULT CURRENCY FURNISHED        | \$0.0006            |
| 08606                       | 10 0144         | EXPANDED NETWORK COIN FURN - ROLLS   | \$0.1000            |
| 08110                       | 10 0144         | CASH VAULT COIN FURNISHED - ROLLED   | \$0.1000            |
| 08290                       | 10 0199         | CASH VAULT CURRENCY/COIN DEPOSITED   | \$0.0006            |
| 08607                       | 10 0146         | VL COIN FURNISHED - STD BOX          | \$2.5000            |
| 08115                       | 10 0146         | CASH VAULT COIN FURNISHED-STD BOX    | \$2.2500            |
| 08160                       | 10 0501         | CASH VAULT DEPOSIT ADJUSTMENT        | \$2.5000            |
| 08608                       | 10 0147         | EXPANDED NETWORK COIN FURN-STD BAG   | \$3.0000            |
| 08630                       | 10 0147         | CASH VAULT COIN FURNISHED - FED BAG  | \$3.0000            |
| 08609                       | 10 0147         | EXPANDED NETWORK COIN FRN-STD HF BAG | \$3.0000            |
| 08615                       | 10 0112         | EXPANDED NETWORK COIN DEP-SUBJ TO CT | \$4.7500            |
| 08070                       | 10 0112         | CASH VAULT COIN DEP-SUBJ TO COUNT    | \$4.7500            |
| 08611                       | 10 0199         | EXPANDED NETWORK CURRENCY DEPOSITED  | \$0.0010            |
| 08174                       | 10 0100         | CASH VAULT MIXED DEPOSIT SURCHARGE   | \$0.4000            |
| 08400                       | 10 0148         | CASH VAULT CURRENCY FURN-NONSTD      | \$0.0015            |
| 08612                       | 10 0113         | EXPANDED NETWORK COIN DEP-STD BAG    | \$0.8000            |
| 08614                       | 11 0111         | EXPANDED NETWORK COIN DEP-PART/MIXED | \$0.8000            |
| 08360                       | 10 0701         | CASH VAULT DEPOSIT REPORT-FAX        | \$0.0000            |
| 08071                       | 10 0111         | CASH VAULT COIN DEP PARTIAL MIX BAG  | \$1.7500            |
| 08616                       | 10 0501         | EXPANDED NETWORK DEPOSIT ADJUSTMENT  | \$5.0000            |
| <b>CUSTOMER CASH LETTER</b> |                 |                                      |                     |
| 001                         | 10 0220         | DEPOSITED CHECKS - ON US             | \$0.0250            |
| 002                         | 10 0225         | DEPOSITED CHECKS                     | \$0.0300            |
| IL399                       | 60 9999         | RETURNED FOREIGN CHECK               | \$30.0000           |
| IL250                       | 60 9999         | DEPOSIT POSTED FOREIGN CHECKS        | \$4.0000            |
| IL151                       | 60 9999         | DEPOSIT CHECK ON FOREIGN BANK        | \$2.0000            |
| IL152                       | 60 9999         | DEPOSITED CHECK ON CANADIAN BANK     | \$2.0000            |
| <b>DATA EXCHANGE</b>        |                 |                                      |                     |
| CS504                       | 40 0000         | BAI TRANSACTIONS REPORTED            | \$0.0500            |
| CS502                       | 40 0000         | BAI MONTHLY BASE                     | \$15.0000           |
| CS515                       | 40 0000         | BAI PREMIUM MONTHLY BASE             | \$40.0000           |
| CS517                       | 40 0221         | BAI PREMIUM ITEM                     | \$0.1000            |

**Exhibit C**

**City of Los Angeles-Master Treasury Contract (Contract 114826),  
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2018**

| Element ID              | AFP Code | Wells Fargo Description              | Fee Per Item |
|-------------------------|----------|--------------------------------------|--------------|
| <b>E-BILL</b>           |          |                                      |              |
| 28357                   | 31 0001  | E-BILL EXPRESS MTHLY > 150K BILLS    | \$550.0000   |
| 28364                   | 31 0502  | E-BILL EXPRESS-AR FILE VIA SAFE      | \$115.0000   |
| 0                       |          |                                      |              |
| <b>E-BOX</b>            |          |                                      |              |
| 34602                   | 40 0274  | CEO E-BOX RPT - ITEM                 | \$0.0300     |
| 34601                   | 40 0054  | CEO E-BOX RPT SUBSCRIPTION MO BASE   | \$21.0000    |
| ED515                   | 05 9999  | E-BOX PAYMENT RETURN                 | \$0.2500     |
| ED500                   | 05 0030  | E-BOX MONTHLY MAINT (W/CROSS REF)    | \$75.0000    |
| ED470                   | 05 9999  | E-BOX PAYMENT                        | \$0.0400     |
| <b>GENERAL SERVICES</b> |          |                                      |              |
| ODDLY                   | 00 0210  | DAILY USE OF UNCOLL FUNDS-CUST LVL   | \$3.0000     |
| ODACT                   | 00 0210  | DAILY USE OF UNCOLL FUNDS-ACCT LVL   | \$20.0000    |
| 12215                   | 15 0100  | ARP CHECKS PAID - PARTIAL RECON      | \$0.0800     |
| 12217                   | 15 0100  | ARP CHECKS PAID - FULL RECON         | \$0.0300     |
| 29100                   | 15 0039  | REV POSITIVE PAY ITEMS PROCESSED     | \$0.0800     |
| 22202                   | 15 0100  | DDA CHECKS PAID                      | \$0.0500     |
| CK018                   | 25 0201  | ELECTRONIC CREDITS POSTED            | \$0.0300     |
| 08025                   | 01 0101  | MISCELLANEOUS CREDITS POSTED         | \$0.4000     |
| 08062                   | 10 0015  | CASH DEP/\$1 VERIFY IN CASH VAULT T1 | \$0.0060     |
| 08063                   | 10 0015  | CASH DEP/\$1 VERIFY IN CASH VAULT T2 | \$0.0016     |
| 08064                   | 10 0015  | CASH DEP/\$1 VERIFY IN CASH VAULT T3 | \$0.0060     |
| 08066                   | 10 0015  | CASH DEP/\$1 VERIFY IN CASH VAULT T4 | \$0.0060     |
| CK131                   | 10 0144  | ROLLED COIN ORDERED - BRANCH/STORE   | \$0.1000     |
| CK141                   | 10 0048  | CURRENCY ORDERED/\$1 - BRANCH/STORE  | \$0.0008     |
| CK051                   | 15 0420  | STOP PAYMENT                         | \$2.0000     |
| 12671                   | 15 0420  | STOP PAYMENT - OPERATOR ASSISTED     | \$2.0000     |
| 22723                   | 10 0000  | BRANCH DEPOSIT POST VERIFY           | \$0.0000     |
| 24253                   | 15 0341  | OVERDRAFT CHARGE-RETURNED ITEM       | \$30.0000    |
| 24250                   | 15 0340  | OVERDRAFT CHARGE-PAID ITEM           | \$3.0000     |
| CK001                   | 01 0000  | ACCOUNT MAINTENANCE W/ CHK RETURN    | \$3.0000     |
| CK672                   | 01 0630  | BANK CONFIRMATION AUDIT REQUEST      | \$65.0000    |
| CK101                   | 15 0511  | CASHIER'S CHECK                      | \$0.0000     |
| CK880                   | 10 0000  | CHECK/DEPOSIT TICKET PRINTING CHRG   | pass through |
| 22992                   | 40 1001  | ONLINE IMAGE REQUEST - FAX DELIVERY  | \$3.5000     |
| CK673                   | 01 0640  | CREDIT RATING AUDIT REQUEST          | \$1.0000     |
| CK161                   | 10 0015  | CASH DEPOSITED IN WF BRANCH          | \$0.0008     |
| 22990                   | 40 1001  | PHOTOCOPY CUSTOMER SERVICE - ITEM    | \$8.0300     |
| CK199                   | 10 001A  | POST VERIFY CASH DEP IN WF BRANCH    | \$0.0020     |
| CK203                   | 10 0500  | DEPOSIT CORRECTION-BRANCH            | \$2.0000     |
| 08172                   | 10 0500  | ADJ FOR CASH DEPOSITED IN WF BRANCH  | \$2.0000     |
| CK183                   | 01 0320  | DDA STATEMENT - SPECIAL INSTRUCTION  | \$15.0000    |
| CK197                   | 10 0140  | CASH ORDER FEE IN A WF BRANCH        | \$2.0000     |
| 22051                   | 01 0000  | ACCOUNT MAINTENANCE                  | \$3.0000     |
| ED305                   | 30 0199  | ELECTRONIC COMMERCE 822 MO BASE      | \$15.0000    |
| 28605                   | 30 0502  | ENHANCED REMITTANCE EMAIL DELIVERY   | \$1.5000     |
| 22810                   | 01 9999  | WF CHK CASHED FOR NONACCT HOLDER     | \$0.0000     |
| DS510                   | 01 0020  | ZERO BALANCE MASTER ACCOUNT MAINT    | \$0.0000     |



**Exhibit C**

**City of Los Angeles-Master Treasury Contract (Contract 114826),  
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2018**

| <b>Element ID</b>           | <b>AFP Code</b> | <b>Wells Fargo Description</b>      | <b>Fee Per Item</b> |
|-----------------------------|-----------------|-------------------------------------|---------------------|
| DS001                       | 01 0021         | ZERO BALANCE MONTHLY BASE           | \$2.0000            |
| DS585                       | 01 0021         | SUBACCOUNT MAINTENANCE              | \$1.0000            |
| 22421                       | 01 0310         | SUB ACCT STATEMENT FEE              | \$0.0000            |
| MD091                       | 15 0240         | PYMT AUTH MAX CHECK MTHLY BASE      | \$0.0000            |
| 15007                       | 01 0101         | DESKTOP DEPOSIT-DEPOSIT CREDITED    | \$0.4000            |
| 32053                       | 01 0000         | WELLSTAX PAYMENT                    | \$3.0000            |
| CK192                       | 01 0499         | CLIENT ANALYSIS INVOICE             | \$0.0000            |
| CK049                       | 01 0310         | DDA STATEMENT - PAPER               | \$0.0000            |
| CK030                       | 01 0410         | CLIENT ANALYSIS STATEMENT - PAPER   | \$0.0000            |
| 22225                       | 15 0240         | CHECK CASHING THRESHOLD MO BASE     | \$0.0000            |
| 22245                       | 15 0240         | CHECKS PAY TO INDIV BLOCK MO BASE   | \$0.0000            |
| 22235                       | 15 0240         | OTC DEBIT BLOCK MONTHLY BASE        | \$0.0000            |
| 12677                       | 15 0300         | MICR CHECK REJECTS 1% THROUGH 2%    | \$0.0000            |
| 12675                       | 15 0499         | STOP PAYMENT - PAPER CONFIRMATION   | \$2.0000            |
| 07080                       | 10 0000         | ATM CARD DEPOSIT                    | \$1.5000            |
| <b>GLOBAL WIRE TRANSFER</b> |                 |                                     |                     |
| 34212                       | 40 0340         | CEO WIRE INQUIRY DETAIL - PER ITEM  | \$3.5000            |
| ES073                       | 35 9999         | WIRE MONTHLY DDA BASE - VOICE       | \$3.0000            |
| ES075                       | 35 0551         | WIRE TEMPLATE STORAGE MONTHLY BASE  | \$0.0000            |
| ES141                       | 35 0124         | WIRE - BOOK TRANSFER - CEO          | \$1.0000            |
| ES181                       | 35 0524         | WIRE DRAWDOWN - CEO                 | \$5.0000            |
| ES139                       | 35 0104         | WIRE OUT DOMESTIC - CEO             | \$3.0000            |
| ES147                       | 35 0113         | WIRE OUT XBDR USD - CEO             | \$30.0000           |
| 35360                       | 35 011Z         | WIRE REQUEST FOR FUNDS TRNSFR - CEO | \$5.0000            |
| ES030                       | 35 0300         | WIRE IN - DOMESTIC                  | \$2.5000            |
| 27584                       | 40 0241         | INFOFAX WIRE ITEM                   | \$5.0000            |
| ES076                       | 35 0310         | WIRE IN XBDR - USD OR FX            | \$16.0000           |
| ES145                       | 35 0512         | WIRE BOOK TRANSFER-AUTO STANDING    | \$11.0000           |
| CS063                       | 35 0510         | WIRE OUT DOMESTIC-AUTO STANDING     | \$3.0000            |
| ES140                       | 35 0511         | WIRE OUT XBDR USD - AUTO STANDING   | \$15.0000           |
| 18904                       | 35 0511         | WIRE OUT XBDR FX - AUTO STANDING    | \$15.0000           |
| ES040                       | 35 0412         | WIRE IN PHONE ADVICE                | \$5.0000            |
| ES167                       | 35 9999         | WIRE SECURITY PIN MONTHLY BASE      | \$1.0000            |
| ES072                       | 35 0412         | WIRE MAIL CONFIRMATION              | \$1.0000            |
| ES025                       | 35 0222         | WIRE BOOK TRANSFR-VOICE NONREPETIVE | \$1.0000            |
| ES020                       | 35 0220         | WIRE BOOK TRANSFER-VOICE REPETITIVE | \$1.0000            |
| ES148                       | 35 0212         | WIRE OUT INTERNATIONAL - BRANCH     | \$12.0000           |
| ES191                       | 35 0320         | WIRE INTL BOOK TRANSFER CREDIT      | \$7.0000            |
| CK021                       | 01 0100         | DEBITS POSTED                       | \$0.0300            |
| 18602                       | 35 0560         | WIRE INVESTIGATION                  | \$15.0000           |
| 18031                       | 35 9999         | WIRE OUT REPAIR SURCHARGE           | \$9.0000            |
| 34205                       | 35 0402         | WIRE DETAIL RPT SUBSCRIPTION-ACCT   | \$10.0000           |
| 34207                       | 35 0402         | WIRE DETAIL RPT SUBSCRIPTION-ITEM   | \$1.0000            |
| 18030                       | 35 0330         | WIRE IN REPAIR SURCHARGE            | \$7.0000            |
| <b>RECEIVABLES MANAGER</b>  |                 |                                     |                     |
| 28019                       | 30 0010         | RECEIVABLES MANAGER MONTHLY BASE    | \$0.0000            |
| ED265                       | 30 0200         | RECEIVABLES MGR PER ITEM-ACH        | \$0.1000            |

**Exhibit C**

**City of Los Angeles-Master Treasury Contract (Contract 114826),  
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2018**

| <b>Element ID</b>       | <b>AFP Code</b> | <b>Wells Fargo Description</b>      | <b>Fee Per Item</b> |
|-------------------------|-----------------|-------------------------------------|---------------------|
| 28011                   | 30 0200         | RECEIVABLES MANAGER RECVD ADDENDA   | \$0.0550            |
| 28017                   | 30 0320         | RECEIVABLES MANAGER SET UP          | \$1,200.0000        |
| 28018                   | 03 0321         | RECEIVABLES MANAGER CUSTOM SETUP    | \$2,500.0000        |
| 28006                   | 30 0200         | RECEIVABLES MANAGER OUTGOING TRANS  | \$5.0000            |
| <b>PAYMENT MANAGER</b>  |                 |                                     |                     |
| 28566                   | 30 0300         | PAYMENT MANAGER ENHANCED SET UP     | \$2,625.0000        |
| 28110                   | 30 0112         | ELECTRONIC COMMERCE TRANSLAT SETUP  | \$562.5000          |
| ED290                   | 30 0000         | PAYMENT MANAGER MONTHLY BASE        | \$195.0000          |
| 28579                   | 30 0000         | PAYMENT MANAGER ENHANCED MTHLY BASE | \$195.0000          |
| 28593                   | 30 0202         | PMRG ENHANCE REMIT INCOMING FILE    | \$0.0000            |
| 28306                   | 35 0400         | PAYMENT MANAGER WIRE CONFIRMATION   | \$1.5000            |
| ED267                   | 30 0100         | PAYMENT MANAGER DOMESTIC ACH TRAN   | \$0.0200            |
| 28210                   | 30 0299         | PAYMENT MANAGER ACH ADDENDA         | \$0.0200            |
| ED421                   | 30 9999         | PAYMENT MGR CHK 1ST PAGE NEXT DAY   | \$0.3375            |
| ED422                   | 30 9999         | PAYMENT MGR CHK ADDL PAGE NEXT DAY  | \$0.2251            |
| 28231                   | 30 0221         | PAYMENT MGR SECURE EMAIL SERVICE    | \$0.7500            |
| 28232                   | 30 0330         | PAYMENT MGR MANUAL CHECK PULL       | \$18.7500           |
| 28597                   | 30 0505         | ELECTRONIC DOC DELIV PRINT PER PAGE | \$0.3300            |
| 28260                   | 30 0030         | TRANSLATION SERVICES MONTHLY BASE   | \$262.5000          |
| ED259                   | 30 0100         | ECS TRANSLATION SVCS PER FILE FEE   | \$7.5000            |
| ED271                   | 30 0341         | PAYMENT MGR IMPLEMENTATION DEV HOUR | \$200.0000          |
| 21533                   | 15 1870         | PAYMENT MGR POSTAGE OR OVERNITE RPT | \$15.0000           |
| 21532                   | 15 1860         | PAYMENT MANAGER PACKAGE PREPARATION | \$3.7500            |
| 28005                   | 30 0100         | PAYMENT MGR INBOUND TRANSMISSION    | \$10.0000           |
| 28237                   | 15 1870         | PAYMENT MANAGER CHECK ISSUE FILE    | \$22.5000           |
| 21531                   | 15 1870         | PAYMENT MANAGER INSERT ITEM         | \$0.0225            |
| ED423                   | 30 9999         | PAYMENT MGR CHK 1ST PAGE SAME DAY   | \$0.3500            |
| ED424                   | 30 9999         | PAYMENT MGR CHK ADDL PAGE SAME DAY  | \$0.2500            |
| ED431                   | 30 9999         | PAYMENT MANAGER CHECK INSERTS       | \$0.0225            |
| 28236                   | 15 1870         | PYMT MGR AFTER SAMEDAY DEADLINE-ITM | \$0.7500            |
| ED258                   | 30 0112         | ECS TRANSLATION SVCS PER ITEM FEE   | \$0.0150            |
| ED370                   | 30 9999         | PAYMENT MANAGER CHECK/DOC POSTAGE   | \$1.0500            |
| 28238                   | 30 0529         | PAYMENT MGR ADDL PG DUPLEX-SAME DAY | \$0.1125            |
| 28234                   | 30 0529         | PAYMENT MGR ADDL PG DUPLEX-NEXT DAY | \$0.1000            |
| 28163                   | 30 0105         | PAYMENT MGR RPT SUBSCRIPTION MOBASE | \$0.0000            |
| 28164                   | 30 0199         | PAYMENT MGR EMAIL SECONDARY APPROVE | \$4.5000            |
| 28033                   | 30 0330         | PAYMENT MGR REJECT REPAIR DUPLICATE | \$15.0000           |
| 28651                   | 15 1870         | PMT & DELIVERY TRADING PART ENROLL  | \$0.1200            |
| 28575                   | 30 0000         | PAYMENT MGR ENHANCED CUSTOM SETUP   | \$2,625.0000        |
| ED375                   | 30 0300         | PAYMENT MANAGER CHEC/DOC SET UP     | \$1,700.0000        |
| ES083                   | 35 0124         | PAYMENT MGR IMPORTED WIRE BOOKTRSF  | \$8.0000            |
| ES022                   | 35 0104         | PAYMENT MGR IMPORTED WIRE DOM/INT   | \$6.0000            |
| 44118                   | 60 0310         | PAYMENT MANAGER XBRD WIRE USD ACCT  | \$0.0000            |
| 18701                   | 35 0104         | PAYMENT MANAGER WIRE OUT DOMESTIC   | \$6.0000            |
| 18702                   | 35 0222         | PAYMENT MANAGER BOOK TRANSER        | \$1.0000            |
| <b>PAID CHECK IMAGE</b> |                 |                                     |                     |
| 22020                   | 15 1350         | WELLSIMAGE PAID CHECK MONTHLY BASE  | \$0.0000            |

**Exhibit C**

**City of Los Angeles-Master Treasury Contract (Contract 114826),  
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2018**

| <b>Element ID</b>               | <b>AFP Code</b> | <b>Wells Fargo Description</b>      | <b>Fee Per Item</b> |
|---------------------------------|-----------------|-------------------------------------|---------------------|
| DS255                           | 15 1399         | WELLSIMAGE PAID CHECK PER ITEM      | \$0.0200            |
| 22015                           | 15 1353         | WELLSIMAGE PAID CHECK PER CD        | \$10.0000           |
| 64100                           | 15 1357         | IFI SETUP PER PRODUCT               | \$15.0000           |
| 64101                           | 99 9999         | IFI PAID CHECKS - IMAGE             | \$0.0150            |
| 12815                           | 15 1352         | CEO IMAGE VIEW > 90 DAYS - ITEM     | \$0.2500            |
| 12812                           | 15 1352         | CEO IMAGE VIEW < 90 DAYS - ITEM     | \$0.2500            |
| 64104                           | 99 9999         | IFI MAINTENANCE PER PRODUCT         | \$50.0000           |
| 22019                           | 15 1353         | WELLSIMAGE PAID CHECK DELUXE-ITEM   | \$0.0200            |
| <b>PAPER DISBURSEMENTS</b>      |                 |                                     |                     |
| 14070                           | 15 0000         | CONT DISB ACCT MAINT W/CXSTR        | \$50.0000           |
| 34215                           | 40 0224         | CEO CONT DISB SUBSCRIPTION - ITEM   | \$0.0800            |
| 34210                           | 15 0700         | CEO CONT DISB SUBSCRIPTION BASE     | \$0.0000            |
| 21622                           | 15 0220         | CONT DISB CASHED CHECK-FLOAT FEE    | \$0.1000            |
| 21556                           | 15 0300         | CONT DISB MICR REJECTS THRU 1%      | \$0.0000            |
| 14080                           | 15 0030         | CONT DISB PERFECT PRESNT BASE       | \$0.0000            |
| 14225                           | 15 0110         | CONT DISB CHECKS PAID               | \$0.2600            |
| 14327                           | 15 0129         | CONT DISB PERFECT PRESNT CHK RTN    | \$1.5000            |
| 14110                           | 01 0101         | CONT DISB CREDITS POSTED            | \$0.1300            |
| 22222                           | 15 0810         | PRINTING & SUPPLIES-VENDOR          | pass through        |
| <b>DESKTOP DEPOSIT</b>          |                 |                                     |                     |
| 701                             | 10 0220         | DESKTOP DEPOSIT-DEPOSITED ITEM ONUS | \$0.0300            |
| 706                             | 10 0224         | DESKTOP DEPOSIT-DEPOSITED ITEM      | \$0.0600            |
| 743                             | 10 0224         | WF ELEC DEPOSIT-DEPOSITED ITEM FRB  | \$0.0800            |
| 15017                           | 40 0003         | DESKTOP DEPOSIT MONTHLY BASE        | \$15.0000           |
| 15002                           | 40 0003         | DESKTOP DEPOSIT MTHLY BASE          | \$15.0000           |
| 15003                           | 40 0231         | DESKTOP DEPOSIT REPORT PER ITEM     | \$0.0500            |
| 12816                           | 15 1352         | DESKTOP DEPOSIT IMAGES RETRIEVED    | \$0.2500            |
| 791                             | 10 0230         | WF ELEC DEPOSIT-SUSPECT REVIEW      | \$0.0000            |
| <b>PAYMENT GATEWAY</b>          |                 |                                     |                     |
| 41912                           | 07 0223         | PMT GATEWAY CREDIT CARD TRANS       | \$0.0700            |
| 41910                           | 07 0223         | PMT GATEWAY MONTHLY BASIC           | \$50.0000           |
| 41913                           | 07 0223         | PMT GATWAY ELECTRONIC CHECK TRANS   | \$0.1000            |
| 41938                           | 07 0223         | PMT GATEWAY SUBSCRIPTION TRANS      | \$0.0400            |
| <b>REMOTE IMAGE CASH LETTER</b> |                 |                                     |                     |
| 741                             | 10 0220         | WF ELEC DEPOSIT-DEPOSITED ITEM ONUS | \$0.0150            |
| 747                             | 10 0220         | ELECTRONIC DEPOSIT - CHECK IRD      | \$0.0700            |
| 770                             | 10 9999         | WF ELEC DEPOSIT-IMPLEMENTATION      | \$1,600.0000        |
| 744                             | 10 0224         | WF ELEC DEPOSIR-DEPOSITED ITEM IE   | \$0.0275            |
| 746                             | 10 0224         | WF ELEC DEPOSIT-DEPOSITED ITEM      | \$0.0250            |
| 790                             | 10 0230         | ELECTRONIC DEPOSIT - DEP ADJUSTMENT | \$1.0000            |
| <b>RETURNS</b>                  |                 |                                     |                     |
| CK061                           | 10 0400         | RETURN ITEM - CHARGEBACK            | \$0.7500            |
| CK075                           | 10 0402         | RETURN ITEM REDEPOSITED             | \$0.2500            |
| CK081                           | 10 0401         | RETURN ITEM SPECIAL INST MTHLY BASE | \$0.2500            |

**Exhibit C**

**City of Los Angeles-Master Treasury Contract (Contract 114826),  
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2018**

| Element ID               | AFP Code | Wells Fargo Description             | Fee Per Item |
|--------------------------|----------|-------------------------------------|--------------|
| CK062                    | 10 0414  | CEO RETURN ITEM RETRIEVAL-IMAGE     | \$0.2500     |
| CK064                    | 10 0416  | CEO RETURN ITEM SERVICE MTHLY BASE  | \$0.0000     |
| CK069                    | 10 0400  | RETURN ITEM SPECIAL INSTRUCTIONS    | \$0.2500     |
| 34235                    | 10 0416  | CEO RETN ITEM SUBSCRIPTION PER ACCT | \$15.0000    |
| 34237                    | 10 0416  | CEO RETN ITEM SUBSCRIPTION PER ITEM | \$0.0500     |
|                          |          |                                     |              |
| <b>CEO</b>               |          |                                     |              |
| 27588                    | 40 9999  | INFOFAX RETURN MONTHLY BASE         | \$7.0000     |
| ES237                    | 25 0710  | ACH FAX SVC                         | \$0.0000     |
| 27585                    | 40 0021  | INFOFAX RETURN ITEM                 | \$0.0500     |
| 34121                    | 40 0224  | CEO INTRADAY REPORTING ITEMS RPTD   | \$0.0500     |
| 34115                    | 40 0001  | CEO PREV DAY REPORTING ITEMS LOADED | \$0.0500     |
| 27707                    | 15 0400  | CEO SEARCH                          | \$0.3500     |
| 12670                    | 15 0410  | STOP PAYMENT - ONLINE               | \$2.0000     |
| 22030                    | 15 0412  | STOP PAYMENT - AUTO RENEWAL         | \$3.0000     |
| 22993                    | 40 1001  | IMAGE PC REQUEST-MAIL DELIVERY      | \$4.5000     |
| 34123                    | 40 02ZZ  | CEO EVENT MESSAGING SERVICE - EMAIL | \$0.2500     |
| 34242                    | 30 0524  | CEO EDI PMT DETAIL - ITEM           | \$0.0500     |
| 34245                    | 30 0524  | CEO EDI PMT DETAIL - ADDENDA ITEM   | \$0.0500     |
| 34240                    | 30 0524  | CEO EDI PMT DETAIL SUBSC MO BASE    | \$5.0000     |
| 34250                    | 40 0800  | INFO REPORTING HISTORY STORAGE 30   | \$0.0100     |
| 34251                    | 40 0800  | INFO REPORTING HISTORY STORAGE 60   | \$0.0150     |
| 34252                    | 40 0800  | INFO REPORTING HISTORY STORAGE 90   | \$0.0150     |
| 34253                    | 40 0800  | INFO REPORTING HISTORY STORAGE 120  | \$0.0000     |
| 34100                    | 40 0000  | CEO PREV DAY REPORTING MAINTENANCE  | \$10.0000    |
| 34120                    | 40 0003  | CEO INTRADAY REPORTING MAINTENANCE  | \$10.0000    |
| 34122                    | 40 0234  | CFA INFO REPORTING INTRADAY/ITEM    | \$0.3000     |
| 34701                    | 40 027Z  | CFA PREM FCST AND GL MO BASE        | \$300.0000   |
| 34702                    | 40 0055  | CFA ACCT MONTHLY BASE               | \$25.0000    |
|                          |          |                                     |              |
| <b>WHOLESALE LOCKBOX</b> |          |                                     |              |
| 36703                    | 05 0135  | WLBX STOP/POSITIVE FILE MTHLY BASE  | \$100.0000   |
| 36707                    | 05 0500  | WLBX ONLINE DECISION MONTHLY BASE   | \$85.0000    |
| 36713                    | 05 0500  | WLBX ONLINE DEC EXCEPTIONS POST     | \$0.2000     |
| 03611                    | 05 0000  | WLBX REMIT PROCESSED EXPR MAIL      | \$7.0000     |
| 36755                    | 05 0100  | WLBX STANDARD ITEM PROCESSED        | \$0.2700     |
| 36709                    | 05 011R  | WLBX MONTHLY BASE                   | \$62.5000    |
| 03905                    | 05 011R  | WLBX DOCUMENT SCANNED               | \$0.0300     |
| 36714                    | 05 0500  | WLBX ONLINE DECISION ITEMS REJECT   | \$2.5000     |
| 36737                    | 05 011A  | WLBX CHECK PHOTOCOPY                | \$0.2700     |
| 03131                    | 05 0000  | WLBX ADDITIONAL CHECK PHOTOCOPY     | \$0.2700     |
| 36731                    | 05 0530  | WLBX CORRESPONDENCE / REJECTS       | \$0.5000     |
| 36724                    | 05 0301  | WLBX DAILY DEPOSIT CUT              | \$0.0000     |
| 03102                    | 05 0000  | WLBX REMIT PROCESSED CASH           | \$2.0000     |
| 36774                    | 05 0020  | WLBX PO BOX ANNUAL RENTAL           | pass through |
| 03082                    | 05 0137  | WLBX PROGRAMMING                    | \$225.0000   |
| 36739                    | 05 011E  | WLBX POST OFFICE RETURNED MAIL      | \$1.0000     |
| 36712                    | 05 0127  | WLBX MICR DATA CAPTURE PER LINE     | \$0.0100     |
| 36745                    | 05 0129  | WLBX VALUE ADDED KEYING             | \$0.0090     |



**Exhibit C**

**City of Los Angeles-Master Treasury Contract (Contract 114826),  
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2018**

| <b>Element ID</b>         | <b>AFP Code</b> | <b>Wells Fargo Description</b>      | <b>Fee Per Item</b> |
|---------------------------|-----------------|-------------------------------------|---------------------|
| 48236                     | 05 0127         | WTLBX MICR DATA CAPTURE             | \$0.1200            |
| 48237                     | 05 0129         | WTLBX VALUE - ADDED KEYING          | \$0.0090            |
| 48205                     | 05 0401         | WTLBX TRANSMISSION MONTHLY BASE     | \$30.0000           |
| 48235                     | 05 0114         | WTLBX ROUGH SORTS 5 OR LESS         | \$0.1000            |
| 48239                     | 05 0136         | WTLBX WEEKEND REPORTING BASE        | \$100.0000          |
| 48231                     | 05 013F         | WTLBX END OF MONTH PREMIUM CUTOFF   | \$30.0000           |
| 48252                     | 05 011L         | WTLBX NON-TRUNCATE PKG PREP MO BASE | \$20.0000           |
| 48232                     | 05 0134         | WTLBX CLOSED BOX FEE/MAIL FWD       | \$90.0000           |
| 48202                     | 05 0127         | WTLBX MULTI-DDA TABLE               | \$100.0000          |
| 48253                     | 05 013A         | WTLBX REMIT PROCESSED CREDIT CARD   | \$1.1000            |
| 48250                     | 05 0530         | WTLBX OCR SCANLINE REJECTS          | \$0.0150            |
| 48204                     | 05 0320         | WTLBX FAX MONTHLY BASE              | \$100.0000          |
| 61088                     | 05 0002         | WTLBXV CALLER BOX RENTAL            | pass through        |
| 48212                     | 05 011A         | WTLBX CHECK PHOTOCOPY               | \$0.1000            |
| 48256                     | 05 021F         | WTLBX COUPONS RETURNED              | \$0.1500            |
| 48331                     | 05 9999         | WTLBX WLI MONTHLY BASE              | \$0.0000            |
| 48307                     | 05 9999         | WTLBX STD ITEM PROCESSED NON SCAN   | \$0.3400            |
| 48317                     | 05 9999         | WTLBX MICR CAPTURE NON-SCANNABLE    | \$0.0500            |
| 48319                     | 05 9999         | WTLBX ROUGH SORT 5 OR LESS-NON SCAN | \$0.1000            |
| 48326                     | 05 9999         | WTLBX IMAGING NON-SCANNABLE         | \$0.0400            |
| 48318                     | 05 9999         | WTLBX VALUE ADDED KEYING - NON SCAN | \$0.0090            |
| 61051                     | 05 0410         | WTLBXV PACKAGE US MAIL DELIVERY     | \$0.2800            |
| 48306                     | 05 9999         | WTLBX MANUAL TYPING                 | \$0.3000            |
| 48315                     | 05 9999         | WTLBX RESTRICTIVE / SPEC PROCESSING | \$0.2006            |
| 48268                     | 05 9999         | WHTL FINE SORTS - 6 OR MORE         | \$0.2300            |
| 48312                     | 05 9999         | WTLBX FINE SORT 6 OR MORE-NON SCAN  | \$0.2300            |
| 48501                     | 05 9999         | WTLBX TRANSMISSION ITEM             | \$0.0150            |
| <b>VIRTUAL LOCKBOX</b>    |                 |                                     |                     |
| 75001                     | 05 9999         | VIRTUAL LOCKBOX BASE                | \$45.0000           |
| 75003                     | 05 9999         | VIRTUAL LOCKBOX PAYMENT PROCESSED   | \$0.2700            |
| <b>UNDEFINED SERVICES</b> |                 |                                     |                     |
| 41201                     | 99 9999         | VENDOR FEES                         | pass through        |