

Fifth Amendment to Contract No. C-114564

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

This Fifth Amendment to Contract No. C-114564 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, Wachovia Bank and the City entered into Contract No. C-114564 (hereinafter the "Contract") wherein Wachovia Bank agreed to provide general banking services as described in the Contract;

WHEREAS the Bank acquired Wachovia Bank effective December 31, 2008;

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 hereto 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, 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 Armored Carrier 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 the account analysis through December 31, 2018,

(ii) a recoupment fee will be assessed on the account analysis as per an updated Exhibit C entitled *City of Los Angeles-Master Treasury Contract (Contract 114564), Wells Fargo Banking - Pricing Schedule as of July 1, 2018* as per Addendum B, with recoupment fee calculated monthly rate per \$1,000 of the positive average ledger balance for each month, (iii) the Earnings Credit Rate will be assessed at 0.35% per annum, (iv) the BANK will not hold any Armored Courier Contract on behalf of the CITY, and (v) an updated Exhibit C 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. TERMINATION

Article 18, Termination, of Contract C-114564 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.

4. 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 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. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

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

Other: _____

Addendum B

EXHIBIT C – PRICING SCHEDULE JULY 1, 2018

Exhibit C

**City of Los Angeles-Master Treasury Contract (Contract 114564),
Wells Fargo Banking Services - Pricing Schedule as of July 1, 2018**

Element ID	AFP Code	Wells Fargo Description	Fee Per Item
ACCOUNT RECONCILEMENT			
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	\$30.0000
12609	15 1200	ARP PAPER STATEMENT DELIVERY	\$0.0000
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	\$0.0500
12379	20 0201	ARP PART POSITIVE PAY ISSUE - ITEM	\$0.0300
12430	20 0301	ARP OUTPUT - TRANSMISSION	\$7.0000
12608	20 0210	ARP MANUAL INPUT ISSUE INFO-ITEM	\$2.0000
12604	20 0323	ARP OPTIONAL REPORTS	\$0.0000
12680	20 0420	ARP CUSTOM PROGRAMMING MONTHLY BASE	\$125.0000
12060	20 0010	ARP MONTHLY BASE - FULL	\$60.0000
DS191	15 0299	PAYEE VALIDATION STANDARD-ITEM	\$0.0150
34336	15 0723	POSITIVE PAY EXCEPTION - CEO IMAGE	\$0.5000
12694	20 0100	OUTGOING TRANSMISSION - PER ITEM	\$0.0050
12603	01 0320	ARP SPECIAL REQUEST	\$100.0000
12683	15 0310	ARP PAID-NO ISSUE ITEMS	\$0.0050
12903	20 0399	POSITIVE PAY EXCEPTIONS - ITEM	\$2.5000
14804	15 0300	CONT DISB POSITIVE PAY EXCEP	\$2.5000
34350	20 0305	CEO ARP STMT & RPTS MONTHLY BASE	\$35.0000
12684	20 0310	ARP PAPER STMT/REPORT MONTHLY BASE	\$35.0000
34337	20 0200	CEO CHECK ISSUES-ITEM	\$0.4000
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	\$0.0000
12908	15 0310	POS PAY CHECKS WITH NO ISSUE RECORD	\$0.0000
12505	15 0222	POSITIVE PAY EXCEPTION CHECKS RETND	\$0.0000
34421	42 0272	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	\$0.0300
34420	40 0051	ARP STMTS & RPTS (CSV/EXCEL) / BASE	\$7.0000
ACH			
ES344	25 0202	ACH RECEIVED ITEM	\$0.1300
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	\$0.0000
06092	25 1000	ACH IMPLEMENTATION	\$0.0000
06230	25 1070	ACH PERFECT NOC PER ITEM	\$0.0200
06505	25 0302	ACH RETURN ADMIN-ELECTRONIC	\$0.7500
06507	25 0312	ACH RETURN UNAUTHORIZED-ELECTRONIC	\$0.7500
06511	25 0312	ACH RETURN UNAUTHORIZED QUALITY FEE	\$5.0000
ES201	25 1000	ACH TRANSMISSION - SET UP	\$100.0000
34334	25 1050	ACH CEO FRAUD FILTER STOP MTHLYBASE	\$5.0000

ES206	25 0120	ACH ORIGINATED - ADDENDA REC	\$0.0200
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	\$0.0300
ES210	25 0102	ACH TWO DAY ITEM	\$0.0300
ES216	25 0102	ACH SAME DAY	\$0.3000
ES240	25 0310	ACH RETURN ITEM-REDEPOSITED	\$0.7500
ES283	25 0000	ACH VENDOR MONTHLY BASE	\$15.0000
ES339	25 1060	ACH SPECIAL INVESTIGATION	\$35.0000
06502	25 0302	ACH RETURN ITEM-ELECTRONIC	\$0.7500
ES252	25 0302	ACH RET ITEM-INFO REPORTING ADVICE	\$0.7500
ES251	25 0302	ACH RETURN ITEM - FAX ADVICE	\$0.7500
ES231	25 0620	ACH DELETE/REVERSE - BATCH/FILE	\$0.0000
34285	25 0703	CEO ACH HYP ITM DET ING - PER ITEM	\$0.7500
34340	25 0400	ACH CEO RETURN SUBSCRIPTION - ACCOUNT	\$0.0000
34333	25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	\$0.0000
34335	25 1053	ACH CEO FRAUD FILTER REVIEW - ITEM	\$5.0000
34338	25 1052	ACH CEO FRAUD FILTER STOP - ITEM	\$10.0000
ES354	25 1053	ACH FRAUD FILTER REVIEW - ITEM FAX	\$20.0000
ACH1D	25 0102	ACH PAYMENTS ONE DAY ITEM	\$0.0300
ACH2D	25 0102	ACH PAYMENTS TWO DAY ITEM	\$0.0300
ACHYD	25 0102	ACH PAYMENTS SAME DAY ITEM	\$0.3000
ES336	25 0102	ACH SCHEDULED FILE SERVICE	\$15.0000
ES363	25 0170	ACH NOC - TRANSMISSION ADVICE	\$0.7500
ES371	25 0170	ACH WELLS FARGO NOC - TRANS ADVICE	\$0.0000
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	\$0.7500
ES481	25 0302	ACH NOC - INFO REPORTING ADVICE	\$0.7500
ES391	25 1070	ACH WELLS FARGO NOC - FAX ADVICE	\$0.7500
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	\$40.0000
34330	25 0703	ACH CEO SUBSCRIPTION - ACCOUNT	\$0.0000
34332	25 0703	ACH CEO SUBSCRIPTION - ITEM	\$0.0500
34342	25 0400	ACH CEO RETURN SUBSCRIPTION - ITEM	\$0.0500
34377	25 0000	ACH PAYMENTS BASE FEE	\$0.0000
ES700	25 0102	ACH INQUIRY MONTHLY BASE	\$0.0000
ES362	25 0311	ACH RETURN ITEM DISHONORED	\$3.5000
ES230	25 0620	ACH DELETE ITEM	\$30.0000
ES361	25 0642	ACH REVERSAL ITEM	\$40.0000
ES803	25 0500	ACH PAYMENTS ONLINE BATCH RELEASE	\$0.0000
CASH SERVICES			
08055	10 0153	CASH VAULT COURIER CHARGES	pass through
08008	10 0110	VAULT DEPOSITED COIN - ROLLED	\$0.1500
08052	10 0006	BRANCH DEPOSIT	\$0.3000
08067	10 0113	CASH VAULT COIN DEPOSIT-STD BAG	\$0.0010
08116	10 0145	CASH VAULT COIN FURN-STD HALF BOX	\$2.2500
08132	10 0100	CASH VAULT MONTHLY BASE	\$0.0000
08173	10 0100	CV CASH ONLY OR CHECK ONLY DEPOSIT	\$0.0300
08181	10 0141	CASH VAULT CASH ORDERS-TRANSMISSION	\$1.5000
08182	10 0141	CASH VAULT CASH ORDERS-CEO	\$1.5000
08188	10 0142	CASH VAULT CASH ORDER-STANDING INST	\$1.5000

08189	10 0141	CASH VAULT CASH ORDER-TOUCHTONE	\$1.5000
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	\$1.5000
08604	10 0199	EXPANDED NETWORK CURRENCY FURNISHED	\$0.0010
08416	10 0199	CASH VAULT CURRENCY FURNISHED	\$0.0010
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	\$0.0010
08607	10 0146	VL COIN FURNISHED - STD BOX	\$2.5000
08115	10 0146	CASH VAULT COIN FURNISHED-STD BOX	\$2.5000
08160	10 0501	CASH VAULT DEPOSIT ADJUSTMENT	\$5.0000
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	\$3.0000
08400	10 0148	CASH VAULT CURRENCY FURN-NONSTD	\$0.0010
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	\$0.8000
08616	10 0501	EXPANDED NETWORK DEPOSIT ADJUSTMENT	\$5.0000
CUSTOMER CASH LETTER			
001	10 0220	DEPOSITED CHECKS - ON US	\$0.0700
002	10 0225	DEPOSITED CHECKS	\$0.0700
IL399	60 9999	RETURNED FOREIGN CHECK	\$25.0000
IL250	60 9999	DEPOSIT POSTED FOREIGN CHECKS	\$4.0000
IL151	60 9999	DEPOSIT CHECK ON FOREIGN BANK	\$24.0000
IL152	60 9999	DEPOSITED CHECK ON CANADIAN BANK	\$4.0000
DATA EXCHANGE			
CS504	40 0000	BAI TRANSACTIONS REPORTED	\$0.1000
CS502	40 0000	BAI MONTHLY BASE	\$60.0000
CS515	40 0000	BAI PREMIUM MONTHLY BASE	\$40.0000
CS517	40 0221	BAI PREMIUM ITEM	\$0.1000
E-BILL			
28357	31 0001	E-BILL EXPRESS MTHLY > 150K BILLS	\$550.0000
28364	31 0502	E-BILL EXPRESS-AR FILE VIA SAFE	\$115.0000
0			
E-BOX			
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

GENERAL SERVICES			
IAMTH	00 0230	RECOUPMENT MONTHLY	\$0.1275
ODDLY	00 0210	DAILY USE OF UNCOLL FUNDS-CUST LVL	\$3.0000
ODACT	00 0210	DAILY USE OF UNCOLL FUNDS-ACCT LVL	\$0.0000
12215	15 0100	ARP CHECKS PAID - PARTIAL RECON	\$0.0800
12217	15 0100	ARP CHECKS PAID - FULL RECON	\$0.0800
29100	15 0039	REV POSITIVE PAY ITEMS PROCESSED	\$0.0800
22202	15 0100	DDA CHECKS PAID	\$0.0800
CK018	25 0201	ELECTRONIC CREDITS POSTED	\$0.1300
08025	01 0101	MISCELLANEOUS CREDITS POSTED	\$0.3000
08062	10 0015	CASH DEP/\$1 VERIFY IN CASH VAULT T1	\$0.0060
08063	10 0015	CASH DEP/\$1 VERIFY IN CASH VAULT T2	\$0.0060
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	\$0.0800
CK141	10 0048	CURRENCY ORDERED/\$1 - BRANCH/STORE	\$0.0080
CK051	15 0420	STOP PAYMENT	\$5.0000
12671	15 0420	STOP PAYMENT - OPERATOR ASSISTED	\$15.0000
22723	10 0000	BRANCH DEPOSIT POST VERIFY	\$0.3000
24253	15 0341	OVERDRAFT CHARGE-RETURNED ITEM	\$30.0000
24250	15 0340	OVERDRAFT CHARGE-PAID ITEM	\$30.0000
CK001	01 0000	ACCOUNT MAINTENANCE W/ CHK RETURN	\$8.0000
CK672	01 0630	BANK CONFIRMATION AUDIT REQUEST	\$65.0000
CK101	15 0511	CASHIER'S CHECK	\$2.0000
CK880	10 0000	CHECK/DEPOSIT TICKET PRINTING CHRG	pass through
22992	40 1001	ONLINE IMAGE REQUEST - FAX DELIVERY	\$1.0000
CK673	01 0640	CREDIT RATING AUDIT REQUEST	\$1.0000
CK161	10 0015	CASH DEPOSITED IN WF BRANCH	\$0.0016
22990	40 1001	PHOTOCOPY CUSTOMER SERVICE - ITEM	\$5.0000
CK199	10 001A	POST VERIFY CASH DEP IN WF BRANCH	\$0.0100
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	\$0.0000
CK197	10 0140	CASH ORDER FEE IN A WF BRANCH	\$2.0000
22051	01 0000	ACCOUNT MAINTENANCE	\$10.0000
ED305	30 0199	ELECTRONIC COMMERCE 822 MO BASE	\$15.0000
28605	30 0502	ENHANCED REMITTANCE EMAIL DELIVERY	\$1.4286
22810	01 9999	WF CHK CASHED FOR NONACCT HOLDER	\$0.0000
DS510	01 0020	ZERO BALANCE MASTER ACCOUNT MAINT	\$12.0000
DS001	01 0021	ZERO BALANCE MONTHLY BASE	\$8.0000
DS585	01 0021	SUBACCOUNT MAINTENANCE	\$3.0000
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	\$0.3000
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%	\$0.8000
12675	15 0499	STOP PAYMENT - PAPER CONFIRMATION	\$7.5000
07080	10 0000	ATM CARD DEPOSIT	\$1.5000

GLOBAL WIRE TRANSFER			
34212	40 0340	CEO WIRE INQUIRY DETAIL - PER ITEM	\$3.5000
ES073	35 9999	WIRE MONTHLY DDA BASE - VOICE	\$0.0000
ES075	35 0551	WIRE TEMPLATE STORAGE MONTHLY BASE	\$1.0000
ES141	35 0124	WIRE - BOOK TRANSFER - CEO	\$1.5000
ES181	35 0524	WIRE DRAWDOWN - CEO	\$5.0000
ES139	35 0104	WIRE OUT DOMESTIC - CEO	\$6.0000
ES147	35 0113	WIRE OUT XBDR USD - CEO	\$12.0000
35360	35 011Z	WIRE REQUEST FOR FUNDS TRNSFR - CEO	\$5.0000
ES030	35 0300	WIRE IN - DOMESTIC	\$6.0000
27584	40 0241	INFOFAX WIRE ITEM	\$5.0000
ES076	35 0310	WIRE IN XBDR - USD OR FX	\$8.0000
ES145	35 0512	WIRE BOOK TRANSFER-AUTO STANDING	\$1.0000
CS063	35 0510	WIRE OUT DOMESTIC-AUTO STANDING	\$5.0000
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	\$6.0000
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	\$4.0000
CK021	01 0100	DEBITS POSTED	\$0.3000
18602	35 0560	WIRE INVESTIGATION	\$5.0000
18031	35 9999	WIRE OUT REPAIR SURCHARGE	\$6.0000
34205	40 0003	CEO WIRE XFR DETAIL US ACCT MO BASE	\$0.0000
34207	40 0274	CEO WIRE XFR DETAIL US ACCT ITEM	\$0.0800
18030	35 0330	WIRE IN REPAIR SURCHARGE	\$6.0000
18901	35 0115	WIRE OUT XBDR FX - CEO	\$12.0000
RECEIVABLES MANAGER			
28019	30 0010	RECEIVABLES MANAGER MONTHLY BASE	\$350.0000
ED265	30 0200	RECEIVABLES MGR PER ITEM-ACH	\$0.1000
28011	30 0200	RECEIVABLES MANAGER RECVD ADDENDA	\$0.0550
28017	30 0320	RECEIVABLES MANAGER SET UP	\$0.0000
28018	03 0321	RECEIVABLES MANAGER CUSTOM SETUP	\$2,500.0000
28006	30 0200	RECEIVABLES MANAGER OUTGOING TRANS	\$10.0000
PAYMENT MANAGER			
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	\$0.0300
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	\$4.5000
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 BOOKTRSFR	\$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
ED436	30 9999	PAYMENT MGR ARP ISSUE VOID PER ITEM	\$0.1613
PAID CHECK IMAGE			
22020	15 1350	WELLSIMAGE PAID CHECK MONTHLY BASE	\$12.0000
DS255	15 1399	WELLSIMAGE PAID CHECK PER ITEM	\$0.0100
22015	15 1353	WELLSIMAGE PAID CHECK PER CD	\$8.0000
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	\$3.5000
12812	15 1352	CEO IMAGE VIEW < 90 DAYS - ITEM	\$3.5000
64104	99 9999	IFI MAINTENANCE PER PRODUCT	\$50.0000
22019	15 1353	WELLSIMAGE PAID CHECK DELUXE-ITEM	\$0.0200
PAPER DISBURSEMENTS			
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	\$0.0000
21556	15 0300	CONT DISB MICR REJECTS THRU 1%	\$0.0000
14080	15 0030	CONT DISB PERFECT PRESENT BASE	\$0.0000
14225	15 0110	CONT DISB CHECKS PAID	\$0.1000
14327	15 0129	CONT DISB PERFECT PRESENT CHK RTN	\$0.0000
14110	01 0101	CONT DISB CREDITS POSTED	\$0.1300
22222	15 0810	PRINTING & SUPPLIES-VENDOR	pass through
DESKTOP DEPOSIT			
701	10 0220	DESKTOP DEPOSIT-DEPOSITED ITEM ONUS	\$0.0150
706	10 0224	DESKTOP DEPOSIT-DEPOSITED ITEM	\$0.0300
743	10 0224	WF ELEC DEPOSIT-DEPOSITED ITEM FRB	\$0.0800
15017	40 0003	DESKTOP DEPOSIT MONTHLY BASE	\$10.0000

15002	40 0003	DESKTOP DEPOSIT MTHLY BASE	\$10.0000
15003	40 0231	DESKTOP DEPOSIT REPORT PER ITEM	\$0.1000
12816	15 1352	DESKTOP DEPOSIT IMAGES RETRIEVED	\$0.5000
791	10 0230	WF ELEC DEPOSIT-SUSPECT REVIEW	\$0.0000
PAYMENT GATEWAY			
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
REMOTE IMAGE CASH LETTER			
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 DEPOSIT-DEPOSITED ITEM IE	\$0.0275
746	10 0224	WF ELEC DEPOSIT-DEPOSITED ITEM	\$0.0600
790	10 0230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	\$15.0000
RETURNS			
CK061	10 0400	RETURN ITEM - CHARGEBACK	\$4.0000
CK075	10 0402	RETURN ITEM REDEPOSITED	\$3.0000
CK081	10 0401	RETURN ITEM SPECIAL INST MTHLY BASE	\$9.0000
CK062	10 0414	CEO RETURN ITEM RETRIEVAL-IMAGE	\$0.5000
CK064	10 0416	CEO RETURN ITEM SERVICE MTHLY BASE	\$0.0000
CK069	10 0400	RETURN ITEM SPECIAL INSTRUCTIONS	\$0.0000
34235	10 0416	CEO RETN ITEM SUBSCRIPTION PER ACCT	\$0.0000
34237	10 0416	CEO RETN ITEM SUBSCRIPTION PER ITEM	\$0.0500
CEO			
27588	40 9999	INFOFAX RETURN MONTHLY BASE	\$7.0000
ES237	25 0710	ACH FAX SVC	\$2.0000
27585	40 0021	INFOFAX RETURN ITEM	\$0.0500
34121	40 0224	CEO INTRADAY REPORTING ITEMS RPTD	\$0.0800
34115	40 0001	CEO PREV DAY REPORTING ITEMS LOADED	\$0.0500
27707	15 0400	CEO SEARCH	\$0.4000
12670	15 0410	STOP PAYMENT - ONLINE	\$5.0000
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	\$0.0000
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	\$0.0000
34253	40 0800	INFO REPORTING HISTORY STORAGE 120	\$0.0000
34100	40 0000	CEO PREV DAY REPORTING MAINTENANCE	\$30.0000
34120	40 0003	CEO INTRADAY REPORTING MAINTENANCE	\$40.0000
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
WHOLESALE LOCKBOX			
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	\$1.5000
36755	05 0100	WLBX STANDARD ITEM PROCESSED	\$0.2700
36709	05 011R	WLBX MONTHLY BASE	\$50.0000
03905	05 011R	WLBX DOCUMENT SCANNED	\$0.0400
36714	05 0500	WLBX ONLINE DECISION ITEMS REJECT	\$2.5000
36737	05 011A	WLBX CHECK PHOTOCOPY	\$0.1000
03131	05 0000	WLBX ADDITIONAL CHECK PHOTOCOPY	\$0.1000
36731	05 0530	WLBX CORRESPONDENCE / REJECTS	\$0.1500
36724	05 0301	WLBX DAILY DEPOSIT CUT	\$0.7500
03102	05 0000	WLBX REMIT PROCESSED CASH	\$1.5000
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	\$0.0500
36745	05 0129	WLBX VALUE ADDED KEYING	\$0.0090
03302	05 0400	WLBX TRANSMISSION BASE	\$30.0000
03073	05 0331	WLBX CUSTOM / DUPLICATE REPORT	\$20.0000
03712	05 0320	WLBX DEPOSIT REPORT FAX	\$100.0000
03041	05 0112	WLBX ROUGH SORT 5 OR LESS	\$0.1000
03040	05 0114	WLBX FINE SORT 6 OR MORE	\$0.1200
03104	05 0100	WLBX REMIT PROCESS FOREIGN CHK	\$10.0000
03711	05 0136	WLBX WEEKEND TRANSMISSION MO BASE	\$30.0000
03713	05 0303	WLBX END OF MNTH PREMIUM CUTOFF	\$30.0000
36732	05 011P	WLBX RESTRICTIVE/SPECIAL PROCESSING	\$0.2000
36769	05 011L	WLBX PACKAGE DELIVERY BASE	\$20.0000
36742	05 0134	WLBX CLOSED BOX FEE / MAIL FORWARD	\$125.0000
03205	05 0117	WLBX DOC NONSTD REASSOCIATION	\$0.1500
36785	05 0116	WLBX MANUAL TYPING	\$0.0000
36727	05 0600	WLBX 7 YR ARCHIVE BW	\$0.0200
36702	05 0127	WLBX MULTI-DDA TABLE BASE	\$100.0000
03641	05 0131	WLBX MULTIPLE PAYEE > 40	\$0.1000
03211	05 0131	WLBX MULTIPLE PAYEE 10-39	\$0.1000
03740	05 0000	WLBX REMIT PROCESS CREDIT CARD	\$1.1000
03083	05 0000	WLBX RESEARCH	\$8.0000
36728	05 0600	WLBX 1 YR ARCHIVE BW	\$0.0150
03048	05 0117	WLBX DOCUMENT REASSOCIATION	\$0.1200
52032	05 0423	WLBX IMAGE DVD	\$50.0000
52035	05 0420	WLBX IMAGE FILE IMPORT-IMAG	\$0.0300
36778	05 002Z	WLBX IMAGE WEB REPORTING MTHLY BASE	\$0.0000
36723	05 0405	WLBX CD ROM PER IMAGE	\$0.0030
311	10 0225	WHOLESALE LOCKBOX - DEPOSITED CHECK	\$0.0700
34220	05 031Z	LOCKBOX CEO SUBSCRIPTION MTHLY BASE	\$0.0000
34222	05 031Z	LOCKBOX CEO SUBSCRIPTION PER ITEM	\$0.0000
36722	05 0405	WLBX CD ROM	\$10.0000
52079	30 0210	REC MGR WHOLESALE LBX ITEMS	\$0.1000
52076	05 011R	WLBX BULK IMAGE RETRIEVAL-IMG	TIERED
		to 29999	\$0.0500
		to 59999	\$0.0400
		to 99999	\$0.0300
		to 999999999	\$0.0200
WHOLETAIL LOCKBOX			
48220	05 0122	WTLBX TOTAL PAYMENTS PROCESSED	\$0.2900

48222	05 002	WTLBX PARTIAL PAYMENT	\$0.0400
48221	05 0122	WTLBX MULTI PAYMENT	\$0.0900
48251	05 9999	WTLBX EXCESSIVE CHECK SURCHARGE	\$0.0150
48200	05 0020	WTLBX MONTHLY BASE	\$50.0000
48211	05 0101	WTLBX CHECK REVIEW	\$0.1100
48234	05 0101	WTLBX IMAGING - SCANNABLE	\$0.0400
48244	05 0530	WTLBX CORRESPONDENCE / REJECTS	\$0.1500
48248	05 0424	WTLBX 1 YEAR B/W IMAGE ARCHIVE	\$0.0150
48249	05 0424	WTLBX 7 YEAR B/W IMAGE ARCHIVE	\$0.0200
48210	05 0100	WTLBX CHECKS	\$0.0000
48230	05 0301	WTLBX DAILY DEPOSIT CUT	\$0.7500
48241	05 9999	WTLBX REMIT PROCESSED EXPR MAIL	\$1.5000
48258	05 0002	WTLBX PO BOX RENTAL/ANNUAL	pass through
48240	05 0137	WTLBX PROGRAMMING CHARGES	\$200.0000
48254	05 011E	WTLBX POST OFFICE RETURNED MAIL	\$1.0000
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	\$0.0000
48315	05 9999	WTLBX RESTRICTIVE / SPEC PROCESSING	\$0.2000
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	WTBX TRANSMISSION ITEM	\$0.0150
VIRTUAL LOCKBOX			
75001	05 9999	VIRTUAL LOCKBOX BASE	\$45.0000
75003	05 9999	VIRTUAL LOCKBOX PAYMENT PROCESSED	\$0.2700
UNDEFINED SERVICES			
41201	99 9999	VENDOR FEES	pass through