

Project Name: General Banking

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
WELLS FARGO BANK, NATIONAL ASSOCIATION**

THIS AGREEMENT is made and entered into this 1st day of January 2025, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Bank").

City and Bank agree as follows:

1. RETENTION OF BANK

City hereby retains Bank, and Bank hereby accepts such engagement, to perform the services described in Section 2. Bank warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

Services to be performed by Bank shall include general banking, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. Except for authorized extra services (pursuant to Section 4), the total compensation payable to Bank by City for the services under this Agreement shall be earned as described in Exhibit B. If City requires additional banking services from Bank that are not set forth in Exhibit A or Exhibit B, City and Bank will negotiate in good faith the addition of such services and the fees related thereto.

The rates and expenses set forth in said exhibit shall be binding upon Bank until January 1, 2030, after which any change in said rates and expenses must be approved in writing by City's Project Manager (City is to be given 180 days' notice of any rate increase request).

(b) Payment. Bank shall provide City with a monthly analysis statement detailing the services rendered and is authorized to debit City's general operating account on or near the 15th of the month for the amount due.

4. CITY PROJECT MANAGER

The services to be performed by Bank shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Jaime Boscarino City Treasurer.

5. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to **January 1, 2030**. The City may elect to extend the term of the Agreement by written amendment signed by the City manager one-time for an additional five year-year term.

Bank shall not commence work on the services to be performed until (i) Bank furnishes proof of insurance as required by paragraph 10 below, and (ii) City gives written authorization to proceed with the work provided by City's Project Manager.

6. OWNERSHIP OF DOCUMENTS

All documents prepared by Bank specifically in the performance of its duties under this Agreement, although instruments of professional service, are and shall be the property of the City.

Notwithstanding anything to the contrary contained in this Agreement, Bank may utilize proprietary works of authorship and technologies, that have not been created specifically for the City pursuant to this Agreement, including without limitation software, methodologies, tools, specifications, and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, techniques, knowledge, or data, which have been originated or purchased by Bank or by third parties under contract to Bank (all of the foregoing, collectively, Bank Technology). To the extent that Bank incorporates or utilizes Bank Technology, including but not limited to software products, all right and title to such Bank Technology shall remain with Bank.

7. PERSONAL SERVICES/NO ASSIGNMENT

This Agreement is for professional services, which are personal to City. Jon R. Hansen is deemed to be especially experienced and is a key member of Bank's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement.

This Agreement is not assignable by Bank without City's prior consent in writing; provided, however, that no such consent will be required if such assignment or transfer takes place as part of a merger, acquisition or corporate reorganization affecting Bank.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Bank's Damages. Bank holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Bank's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Bank, to Bank's employees, to Bank's contractors or subcontractors, or to the owners of Bank's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third-Party Claims/Liability. Bank shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Bank's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Bank, or should City otherwise find Bank's legal counsel unacceptable, then Bank shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Bank shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Bank's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Bank's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Bank shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Bank will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance

by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Bank's indemnification of City, and prior to commencement of Work, Bank shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Bank shall, at Bank's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b) Automobile Liability: Bank shall, at Bank's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Bank arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Worker's Compensation: Bank shall, at Bank's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Bank shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected officials, officers, agents, employees and volunteers for all work performed by Bank, its employees, agents and subcontractors.

(d) Professional Errors and Omissions Insurance: Bank shall, at Bank's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

If Bank maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Bank. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

(e) Cyber Liability Insurance: Bank shall, at Bank's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by *Consultant* in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Bank including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Bank's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Bank shall ensure that the automobile liability policy contains a provision covering City as an additional insured and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Bank, or City will withhold amounts sufficient to pay premium from Bank's payments. In the alternative, City may cancel this Agreement.

City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Bank ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Bank, City and Bank may renegotiate Bank's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Bank's insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Bank's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Bank to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Bank or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Bank hereby waives his own right of recovery against City and shall require similar

written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Bank must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Bank shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Bank's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Bank shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bank shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. RELATION OF THE PARTIES

a. Bank is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Bank shall at all times be under Bank's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Bank or any of Bank's officers, employees, or agents except as set forth in this Agreement. Bank shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Bank shall not incur or have the power to incur any debt, obligation or liability

whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Bank in connection with the performance of this Agreement. Except for the fees paid to Bank as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Bank for performing services hereunder for City. City shall not be liable for compensation or indemnification to Bank for injury or sickness arising out of performing services hereunder.

11. CORRECTIONS

In addition to the above indemnification obligations, Bank shall correct, at its expense, all errors in the work that may be disclosed during City's review of Bank's report or plans. Should Bank fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Bank or withheld from any funds due to Bank hereunder.

12. TERMINATION BY CITY

City Manager or his or her designee may terminate without cause any or all of the services agreed to be performed under this Agreement upon 90 calendar days' written notice. If termination is for cause, no advance notice need be given. In the event of termination, Bank shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Bank within 30 days following submission of a final statement by Bank unless termination is for cause. In such event, Bank shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Bank of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Bank for anything done, furnished, or relating to Bank's work or services. Acceptance of payment shall be the failure to make a written extra compensation claim within 10 calendar days of the receipt of City's notice to close the account after final invoice. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Bank, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Bank, its employees, subcontractors, agents and consultants.

14. AUDIT OF RECORDS

Bank shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement.

Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Bank agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Bank shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Bank with respect to this Agreement.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

16. CONFLICT OF INTEREST

Bank is unaware of any City employee or official that has a financial interest in Bank's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Bank shall not offer, encourage or accept any financial interest in Bank's business by any City employee or official.

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and

minimize the damages resulting from the conduct of the other party.

19. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

20. TAXPAYER IDENTIFICATION NUMBER

Bank shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

21. NON-APPROPRIATION OF FUNDS

Payments due and payable to Bank for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Bank's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Bank.

23. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

24. PERMITS AND LICENSES

Bank, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

25. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

26. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

27. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Bank's submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services. In the event of any conflict between the terms and conditions set forth in this Agreement with any terms and conditions contained in any required ancillary document prepared or provided by Bank, the terms and conditions of this Agreement shall control.

28. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

29. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

| | |
|----------|--|
| TO CITY: | Attention: Jaime Boscarino Finance Department City of Thousand Oaks 2100 Thousand Oaks Boulevard Thousand Oaks, CA 91362 |
| TO BANK: | Jon R. Hansen Wells Fargo Bank, N.A. 2141 Rosecrans Ave. Fourth Floor El Segundo, CA 90245 jon.r.hansen@wellsfargo.com |

31. **SIGNATURES**

(a) Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) Scanned Signatures. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) Digital/Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

32. LEVINE ACT COMPLIANCE

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement if the councilmember receives a campaign contribution totaling more than \$250 (aggregated) from the party to the contract, agreement, or franchise agreement, an agent of the party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Councilmembers must also disclose any eligible campaign contribution received on the record of the proceeding.

Councilmembers are also prohibited from soliciting, accepting or directing campaign contributions totaling more than \$250 (aggregated) from the applicant or party, an agent of the applicant/party, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months, and for twelve (12) months following the date a final decision on the contract/ agreement is made.

The Levine Act also required parties to a contract, agreement, or franchise agreement to disclose any campaign contribution over \$250 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

In order to assure compliance with these requirements, Bank has provided the disclosure requirements identified in the Levine Act Disclosure Form, attached as Exhibit C, incorporated herein by reference, and Bank verifies by its signature that it has completed Exhibit C in compliance of these requirements.

Bank shall also be responsible for understanding and complying with requirements of Government Code section 84308, which prohibits parties to a contract/agreement, as well as their agents and representatives, from contributing more than \$250 (aggregated) to a City Council member of the City of Thousand Oaks for the 12 months prior to the award of this Agreement, and for the 12 months following award of this Agreement. Where applicable, Bank shall disclose any post award campaign contributions prior to seeking an amendment to this Agreement.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

BANK

By:
Title:

CITY OF THOUSAND OAKS

Andrew P. Powers, City Manager

ATTEST:

Laura B. Maguire, City Clerk

APPROVED BY DEPARTMENT HEAD:

Jaime Boscarino, Finance Director

APPROVED AS TO FORM:

Office of the City Attorney

Tracy Friedl, Assistant City Attorney

EXHIBIT A SCOPE OF SERVICES

1. General Banking Services

Bank shall provide general banking services required to accommodate the City's current and future banking needs. As a City depository, the Bank must collateralize the City's deposit in compliance with Government Code Section 53651. General banking services include services normally associated with large government accounts including, but not limited to:

- a. zero balance accounts
- b. depository services
- c. physical and electronic lockbox services

- d. paper disbursement services
- e. wire transfers
- f. online banking platform
- g. full account reconciliation
- h. positive pay
- i. ACH debit blocker
- j. cash vault services
- k. sweep services
- l. earnings credit allowance

2. Training and Support Services

Bank shall provide ongoing support to City personnel for the operation and use of the Bank's services. Training may include but is not limited to assistance by telephone and on-line. Bank shall make operating manuals and fact sheets available to City staff.

EXHIBIT B SCHEDULE OF FEES

| AFP Code | Service Description | Unit Price |
|---|-------------------------------------|------------|
| BALANCE & COMPENSATION INFORMATION | | |
| 000230 | RECOUPMENT MONTHLY | 0.12750 |
| 000230 | RECOUPMENT MONTHLY IB | 0.12750 |
| GENERAL ACCOUNT SERVICES | | |
| 010000 | ACCT MAINTENANCE | 7.00000 |
| 150340 | OVERDRAFT CHARGE-PAID ITEM | 35.00000 |
| 010020 | ZERO BALANCE MASTER ACCOUNT MAINT | 0.00000 |
| 010021 | ZERO BALANCE MONTHLY BASE | 7.00000 |
| 010100 | DEBITS POSTED | 0.00000 |
| 400272 | DESKTOP DEPOSIT REPORT PER ITEM | 0.30000 |
| 010101 | DESKTOP DEPOSIT-DEPOSIT CREDITED | 1.00000 |
| 100230 | ELECTRONIC DEPOSIT - DEP ADJUSTMENT | 25.00000 |
| 010000 | WELLSTAX RECEIPT | 2.50000 |
| 010100 | WELLSTAX PAYMENT - PREMIUM | 2.50000 |
| 010099 | WELLSTAX SUBSCRIPTION | 5.00000 |
| 000210 | DAILY USE OF UNCOLL FUNDS-CUST LVL | 1.00000 |
| 000210 | DAILY USE OF UNCOLL FUNDS-ACCT LVL | 1.00000 |
| LOCKBOX SERVICES | | |
| 050400 | LBX TRANSMISSION BASE | 50.00000 |
| 050500 | LBX ONLINE DECISION BASE | 40.00000 |
| 050000 | LBX REMIT PROCESSED EXPRESS MAIL | 2.50000 |
| 050530 | LBX CORRESPONDENCE OR REJECTS | 0.20000 |
| 050500 | LBX ONLINE DECISION EXCEPTIONS | 0.10000 |
| 050500 | LBX ONLINE DECISION REJECT | 2.50000 |
| 050140 | LBX DOCUMENT SCANNED | 0.01500 |
| 050600 | LBX 7 YEAR IMAGE ARCHIVE | 0.00950 |
| 050129 | LBX VALUE ADDED KEYING | 0.00440 |
| 050410 | LBX PKG US MAIL DELIVERY | 1.00000 |
| 050020 | LBX WHOLETAIL BASE | 175.00000 |
| 050100 | LBX WT CHECKS | 0.00000 |
| 05031Z | LBX TIR REPORT PER ITEM | 0.50000 |
| 050122 | LBX WT TOTAL PAYMENTS PROCESSED | 0.12500 |
| 059999 | LBX WT STD ITEM PROCESSED NON SCAN | 0.20000 |
| 050122 | LBX WT MULTI PAYMENT | 0.20000 |
| 050002 | LBX WT PARTIAL PAYMENT | 0.20000 |
| 050899 | LBX WT MARK SENSE OR ADDRESS CHANGE | 0.06000 |
| 050401 | LBX WT TRANSMISSION PER ITEM | 0.01000 |
| 059999 | E-BOX PAYMENT RETURN | 0.55000 |
| 059999 | E-BOX PAYMENT | 0.15000 |
| 050530 | E-BOX SUSPENDED PAYMENT PER ITEM | 0.00000 |
| 050030 | E-BOX VALIDATION FILE BASE | 75.00000 |
| DEPOSITORY SERVICES | | |
| 100100 | CASH VAULT DEPOSIT | 3.50000 |

| AFP Code | Service Description | Unit Price |
|--|-------------------------------------|-------------------|
| 100400 | RETURN ITEM - CHARGEBACK | 1.50000 |
| 100416 | RETURN ITEM RETRIEVAL-IMAGE | 0.50000 |
| 100416 | RETURN ITEM SERVICE MTHLY BASE | 0.00000 |
| 100401 | RETURN ITEM SPECIAL INSTRUCTIONS | 0.25000 |
| 100401 | RETURN ITEM SPECIAL INST MTHLY BASE | 1.00000 |
| 100402 | RETURN ITEM REDEPOSITED | 1.35000 |
| 100040 | ROLLED COIN FURNISHED BY WF BRANCH | 0.80000 |
| 100006 | CASH DEPOSITED IN WF BRANCH | 0.00600 |
| 1000040 | CASH ORDER FEE IN A WF BRANCH | 15.00000 |
| 1000040 | CURRENCY FURNISHED BY WF BRANCH | 0.00600 |
| 100010 | LOOSE COIN DEPOSITED IN BRANCH | 15.00000 |
| 100006 | BRANCH DEPOSIT | 6.00000 |
| 100520 | CASH VAULT ADJ ADVICE - US MAIL | 1.50000 |
| 100199 | CASH VAULT CURRENCY FURNISHED | 0.00130 |
| 100199 | CASH VAULT CURRENCY/COIN DEPOSITED | 0.00150 |
| 100501 | CASH VAULT DEP - ADJUSTMENT | 8.00000 |
| 100144 | CASH VAULT COIN ROLLS FURNISHED | 0.12000 |
| 100111 | CASH VAULT DEP - NONSTD COIN BAG | 15.00000 |
| 100501 | ADJ FOR CASH DEPOSITED IN WF BRANCH | 20.00000 |
| 100141 | CASH VAULT ORDER - AUTOMATED | 7.00000 |
| 100015 | MISCELLANEOUS CREDITS POSTED | 0.00000 |
| 100224 | DEPOSITED CHECK | 0.09900 |
| 100224 | DESKTOP DEPOSIT-DEPOSITED ITEM | 0.06000 |
| 100224 | WHOLESALE LOCKBOX - DEPOSITED CHECK | 0.06900 |
| PAPER DISBURSEMENT SERVICES | | |
| 150122 | PAYEE VALIDATION STANDARD-ITEM | 0.03500 |
| 150724 | POSITIVE PAY EXCEPTION-ONLINE IMAGE | 0.25000 |
| 150240 | CHECK CASHING THRESHOLD MO BASE | 0.00000 |
| 151352 | DESKTOP DEPOSIT IMAGES RETRIEVED | 0.55000 |
| 151352 | IMAGE VIEW < 90 DAYS - ITEM | 0.25000 |
| 151352 | IMAGE VIEW > 90 DAYS - ITEM | 0.25000 |
| 150240 | OTC DEBIT BLOCK MONTHLY BASE | 0.00000 |
| 150222 | POSITIVE PAY EXCEPTION CHECKS RETND | 2.25000 |
| 150310 | POSITIVE PAY EXCEPTIONS - ITEM | 0.00000 |
| 150030 | POSITIVE PAY MONTHLY BASE | 0.00000 |
| 150240 | PYMT AUTH MAX CHECK MTHLY BASE | 0.00000 |
| 150410 | STOP PAYMENT - ONLINE | 3.50000 |
| 150300 | MICR CHECK REJECTS >1% THROUGH 2% | 0.80000 |
| 150300 | MICR CHECK REJECTS OVER 2% | 1.75000 |
| 150310 | POS PAY CHECKS WITH NO ISSUE RECORD | 0.50000 |
| 150412 | STOP PAYMENT - AUTO RENEWAL | 4.00000 |
| 150100 | DDA CHECKS PAID | 0.06997 |
| 150500 | WF CHK CASHED FOR NONACCT HOLDER | 7.50000 |
| PAPER DISBURSEMENT RECON SERVICES | | |
| 200201 | ONLINE CHECK ISSUES-ITEM | 0.30000 |
| 209999 | ARP AGED ISSUE RECORDS ON FILE-ITEM | 0.03000 |

| AFP Code | Service Description | Unit Price |
|--|-------------------------------------|------------|
| 200201 | ARP FULL RECON-ITEM | 0.05000 |
| 200010 | ARP MONTHLY BASE - FULL | 20.00000 |
| 200306 | ARP OPTIONAL REPORTS | 2.00000 |
| 200301 | ARP OUTPUT - TRANSMISSION | 7.00000 |
| 200306 | ONLINE ARP STMT & RPTS MONTHLY BASE | 0.00000 |
| 200100 | OUTGOING TRANSMISSION - PER ITEM | 0.00000 |
| GENERAL ACH SERVICES | | |
| 250201 | ELECTRONIC CREDITS POSTED | 0.00000 |
| 250400 | ACH RETURN SUBSCRIPTION-ACCOUNT | 7.50000 |
| 250000 | ACH MONTHLY BASE | 10.00000 |
| 250102 | ACH FUTURE DATED ITEM | 0.05275 |
| 250102 | ACH SAME DAY | 0.00000 |
| 250202 | ACH PERFECT RECEIVABLES - ITEM | 0.35000 |
| 250220 | ACH PERFECT RECEIVABLES - ADDENDA | 0.05000 |
| 250120 | ACH ORIGINATED - ADDENDA REC | 0.03500 |
| 250220 | ACH RECEIVED ADDENDA | 0.00000 |
| 250202 | ACH RECEIVED ITEM | 0.03000 |
| 250302 | ACH RETURN ADMIN -ELECTRONIC | 0.10000 |
| 250501 | ACH TRANSMISSION CHARGE | 7.00000 |
| 250620 | ACH DELETE - ITEM | 3.00000 |
| 250501 | ACH ORIGATION/REJECT DATA - FILE | 3.50000 |
| 250642 | ACH REVERSAL - ITEM | 35.00000 |
| 250311 | ACH RETURN ITEM - DISHONORED | 6.50000 |
| 251050 | ACH FRAUD FILTER REVIEW MO BASE | 3.00000 |
| 251050 | ACH FRAUD FILTER STOP MTHLYBASE | 3.00000 |
| 251053 | ACH FRAUD FILTER REVIEW - ITEM | 1.00000 |
| 251052 | ACH FRAUD FILTER STOP - ITEM | 10.00000 |
| 250312 | ACH RETURN UNAUTHORIZED -ELECTRONIC | 6.50000 |
| 250312 | ACH RETURN UNAUTHORIZED QUALITY FEE | 5.00000 |
| 250302 | ACH NOC - ELECTRONIC | 1.25000 |
| 250620 | ACH DELETE/REVERSE - BATCH/FILE | 40.00000 |
| 250703 | ACH SUBSCRIPTION - ACCOUNT | 10.00000 |
| 250703 | ACH SUBSCRIPTION - ITEM | 0.07000 |
| 40034Z | ITEM DETAIL INQUIRY/HYPERLINK | 1.50000 |
| 351070 | ACH PERFECT NOC PER ITEM | 0.02000 |
| 250000 | ACH UNIVERSAL PYMT ID CODE MO BASE | 15.00000 |
| EDI PAYMENT SERVICES | | |
| 300521 | RECEIVABLES MANAGER ACH ITEM | 0.06000 |
| 300341 | E-BOX MONTHLY MAINT (W/CROSS REF) | 0.00000 |
| 300510 | E-BOX PER TRANSMISSION FEE | 5.00000 |
| 300510 | REC MGR OR E-BOX TRANSMISSION | 5.00000 |
| 300525 | RECEIVABLES MANAGER RECVD ADDENDA | 0.03500 |
| INTEGRATED PAYABLES & RECEIVABLES | | |
| 330101 | RECEIVABLES MANAGER MONTHLY BASE | 0.00000 |
| WIRE & OTHER FUNDS TRANSFER SERVICE | | |
| 350300 | WIRE IN TO USA ACCT-USA DOMESTIC | 1.00000 |

| AFP Code | Service Description | Unit Price |
|------------------------------------|-------------------------------------|------------|
| 350310 | WIRE IN XBDR USA ACCT-USD OR FX | 20.00000 |
| 350330 | WIRE IN REPAIR | 9.00000 |
| 350100 | WIRE OUT DOMESTIC VANTAGE/API | 3.00000 |
| 350113 | WIRE OUT XBDR USD VANTAGE/API | 30.00000 |
| 350115 | WIRE OUT XBDR FX VANTAGE/API | 25.00000 |
| 350541 | WIRE OUT REPAIR | 9.00000 |
| 350120 | WIRE BOOK TRANSFER VANTAGE/API | 0.75000 |
| 400832 | WIRE TEMPLATE ONLINE | 0.00000 |
| INFORMATION SERVICES | | |
| 40022Z | ALERTS SERVICE - EMAIL | 0.10000 |
| 40022Z | ALERTS SERVICE - TEXT | 0.75000 |
| 40034Z | ONLINE SEARCH | 0.50000 |
| 400052 | PREV DAY BASE PER ACCT PER REPORT | 20.00000 |
| 400425 | PREV DAY REPORTING ITEMS LOADED | 0.07000 |
| 400222 | WIRE TRANSFER REPORT BASE | 15.00000 |
| 400058 | DESKTOP DEPOSIT MONTHLY BASE | 0.00000 |
| 400274 | WIRE TRANSFER RPRT PER ITEM | 0.07000 |
| INVESTMENT/CUSTODY SERVICES | | |
| 450405 | SWEEP ACCOUNT POSITION REPORT | 0.00000 |
| 450403 | SWEEP STAGECOACH MUTUALFND ELECTNIC | 0.00000 |
| 450270 | SWEEP STAGECOACH MUTUAL FND MO BASE | 0.00000 |
| SETUP CHARGES | | |
| 251001 | ACH FRAUD FILTER - SET UP | 50.00000 |
| 251000 | ACH SET UP | 300.00000 |
| 251001 | ACH ORIGATION NEW COMP ID-SET UP | 100.00000 |
| 250000 | ACH UNIVERSAL PYMT ID CODE SETUP | 0.00000 |
| 200410 | ARP SET UP | 150.00000 |
| 300510 | REC MGR IMPLEMENTATION DEV HOURS | 200.00000 |
| 010000 | WELLSTAX ACCESS CODE SET UP | 10.00000 |
| 359999 | WIRE ACCOUNT ADD VANTAGE/API | 0.00000 |

1. Bank shall pay City a retention credit of \$38,142 to be spread equally over the first 12 months of the Agreement.
2. Bank shall pay City a technology enhancement credit of up to \$5,000 to be used to offset implementation fees on services.
3. If, as needs change over time, the City requires additional general banking services that are not set forth in this schedule of fees, City and Bank will negotiate in good faith the addition of such services and the related fees.

EXHIBIT C



LEVINE ACT DISCLOSURE FORM

California Government Code section 84308 (Levine Act) prohibits any Thousand Oaks City Council member from participating in any action related to a contract, agreement, or franchise agreement (excluding labor or competitively bid contracts) if the Council member receives a campaign contribution totaling more than \$250 (aggregated) from the party to the contract, agreement or franchise agreement, their agents, or any financially interested participant who actively supports or opposes the matter within the previous twelve (12) months. Council members must also disclose any eligible campaign contribution received on the record of the proceeding.

Council members are prohibited from accepting, soliciting, or directing a campaign contribution of more than \$250 (aggregated) from a party, their agent/representative, or a financially interested participant during a proceeding and for 12 months following the date a final decision is made. In addition, a party, their agent/representative, or a financially interested participant is prohibited from contributing more than \$250 (aggregated) to a Council member during a proceeding and for 12 months following the date a final decision is made.

The Levine Act also requires parties to certain contracts, agreements, or franchise agreements to disclose any campaign contribution over \$250 (aggregated) within the preceding twelve (12) months by the party to the agreement, contract, or franchise agreement and their agents. The Levine Act does not apply to competitively bid, labor, or personal employment contracts.

- ☒ The Levine Act (Gov Code § 84308) DOES NOT apply to this proposal/application
- ☐ The Levine Act (Gov Code § 84308) DOES apply to this proposal/application and the required disclosure is set forth below:

1. Have you or your company, or any agent on behalf of you or your company, made campaign contributions totaling more than \$250 (aggregated) to any council member in the 12 months preceding the date you submitted your proposal/application, the date you completed this form, or the anticipated date of any Council action related to this proposal/application?

☐ YES

☐ NO

| Council Member Name | Payee Name | Payment Date | Payment Amount |
|---------------------|------------|--------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

EXHIBIT C


2. Do you or your organization, or any agency or representative on behalf of you or your organization, anticipate or plan to make any campaign contributions of more than \$250 (aggregated) to any City Council member in the 12 months following any City Council action related to this proposal/application? **** There may be legal restrictions on making contributions during the 12 months following City Council Action. It is recommended that you consult with your own legal counsel regarding the requirements of law.**

☐ YES

☐ NO

| Council Member Name | Payee Name | Payment Date | Payment Amount |
|---------------------|------------|--------------|----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Answering "YES" to either question above does not preclude the City of Thousand Oaks from entering into or taking any subsequent action related to this proposal/application. However, it may preclude the identified Council member(s) from participating in any actions/decisions related to this proposal/application.

| | | |
|---|---|-------------------------------|
| <u>8/9/24</u> | <u>Jon R. Hansen</u> | <u>Wells Fargo Bank, N.A.</u> |
| Date | Printed Name/Title of Authorized Representative | Name of Business/Legal Entity |
|  | | |
| Signature | | |

***** You must submit a supplemental form if you make any new reportable contribution(s) while the proposal/application is being considered *****

**** "Aggregated" contributions, as described in FPPC Regulation §18438.5, include the following types of contributions made during a 12-month period: (1) all contributions made by the party or participant; (2) all contributions made by an agent of the party or participant; and (3) all contributions made by an individual or entity required to be aggregated with the party or participant, and any agent of the party or participant.**