



*Institutional Retirement and Trust*

# WELLS FARGO ACCOUNT AGREEMENT DOCUMENTATION

The attached agreements, disclosures and account setup documentation (“Account Documentation”) contain information specific to the services that City of Salinas (“Owner”) has selected Wells Fargo Bank, N.A. (“Wells Fargo”) to provide as Trustee/Custodian under the governing Trust/Custody Agreement, executed by Wells Fargo and the Owner for the Post-Employment Benefits Trust Agreement (“Account”)

**Acceptance**Owner Name ("Owner"): **City of Salinas**Account Name ("Account"): **Post-Employment Benefits Trust Agreement**Wells Fargo Account Number(s): **26167000** and all related sub accounts

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

**ACCOUNT DOCUMENTATION (only checked items apply):**☒ **Disclosure Statement**☒ **Sweep Investment Direction****Accepted:****City of Salinas****Wells Fargo Bank, N.A.**Name: \_\_\_\_\_  
(please print)Name: \_\_\_\_\_  
(please print)Title: \_\_\_\_\_  
(please print)Title: \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

## DEFINITIONS AND DISCLOSURE STATEMENT

### **Definitions**

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

### **Wells Fargo Mutual Funds**

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

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

### **Alternative Notification of Securities Transactions under 12 CFR §12.5**

Whenever you, as Owner initiate trades, and Wells Fargo Bank, N. A. (“Wells Fargo”) places

those trades in your Account at Wells Fargo, federal regulations (12 CFR §12.4) require that Wells Fargo inform you of your right to receive a separate notification containing details of those security transactions.

Wells Fargo can comply by forwarding you, at no charge, copies of each trade confirmation or, in the absence thereof, written notification of the details that would have been contained therein.

Alternatively, you may determine that in lieu of receiving separate trade confirmations, the periodic Account statements provided to you by Wells Fargo are adequate to inform you of the Account trade activity. This alternative reporting is allowed pursuant to 12 CFR §12.5.

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

### **Shareholder Communications Act Disclosure**

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

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

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

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

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

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

### **Regulation R Limitations (Non-ERISA Custody accounts only)**

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

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

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

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

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

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

**Sweep Investment Direction for Cash Balances  
(Proprietary Money Market Mutual Fund)**

**WELLS  
FARGO**

Effective Date: **February 22, 2018**

Owner Name: **City of Salinas**

Account Name: **Post-Employment Benefits Trust Agreement**

Wells Fargo Account Number(s): **26167000** and all related sub accounts

The Owner directs Wells Fargo Bank N.A. (Wells Fargo) to systematically invest cash received by or held in the account (including all related accounts) in the following short-term investment vehicle.

<b>Sweep Investment Vehicle Name</b>	<b>Sweep CUSIP</b>	<b>CUSIP</b>	<b>Ticker</b>
Wells Fargo Government Money Market	VP4560000	94975P405- GVIXX	GVIXX

**Money Market Mutual Fund Acknowledgement/Disclosure:**

The Owner acknowledges that it has received and reviewed the fund prospectus for the mutual fund selected and have determined that such fund is an appropriate investment vehicle for the Account.

The Owner understands from reading the prospectus for the Wells Fargo Funds that Wells Fargo Funds Management, LLC serves as investment advisor and Wells Fargo Bank, N.A., and other affiliates may provide services to the funds. The Owner also understands that Wells Fargo Bank, N.A. and other affiliates may be paid, fees for services to the Wells Fargo Funds and that those fees are described in the prospectus.

The fees payable to Wells Fargo or an affiliate are stated in the Organization and Management of the Funds and the Summary of Expenses sections of the Prospectus and in the MANAGEMENT section of the Statement of Additional Information. The Statement of Additional Information, which the Prospectus incorporates by reference, is available upon request by calling Wells Fargo Funds Investor Services at 1-800-222-8222 or by going online at [www.wellsfargofunds.com](http://www.wellsfargofunds.com).

The Owner understands that investments in money market mutual funds are not obligations of, or endorsed or guaranteed by, Wells Fargo Bank, N.A., or its affiliates and are not insured by the Federal Deposit Insurance Corporation.

The Owner understands that it may change this direction at any time and that it shall continue in effect until revoked or modified by an authorized representative of the Account by written notice to Wells Fargo.



## COMMERCIAL ELECTRONIC OFFICE (CEO)

### ONLINE ACCESS AGREEMENT

You have requested access to the Commercial Electronic Office website (the "CEO") of Wells Fargo Bank, N. A. ("Bank") so that you can obtain information and use certain financial services (the "Services") through the online channel. In this Agreement, the words "you" and "your" refer to the company or business entity using the CEO. The term "Affiliate" means the parent company of Wells Fargo, Wells Fargo & Company, and any present or future company that controls, is controlled by, or is under common control with Wells Fargo Bank N.A. The general terms and conditions applicable to your use of the CEO are contained in this Online Access Agreement (the "Agreement") which you must sign and return to Bank before you are allowed access to the CEO. Persons that you authorize to enter the CEO for you (the "Users") must also accept the Terms of Use for the CEO. Finally, before you are able to use a Service through the CEO you must sign or accept the applications, agreements, instruments, rules, standards, policies, instructions, and other documents and forms required to use the Service (the "Service Forms"). In the event of an inconsistency between the Service Forms and this Agreement, the Service Forms will control, but only to the extent of such inconsistency. Except, however, this Agreement will control with respect to terms that address the Online Access Process. As used in this paragraph, the phrase "Online Access Process" means the terms under which you are allowed to access and use the Services via the CEO, the process or procedures you use in order to obtain access to the Service (including required security procedures) via the CEO, and our right to change, suspend or terminate this Agreement or your access to the Service via the CEO.

1. **USING THE CEO.** You agree to use the CEO and the Services only as provided in (a) this Agreement, (b) the rules, procedures, standards, requirements, and policies made applicable to the CEO and the Services from time to time by Bank and the Affiliates, (c) any communications, instructions, terms, or conditions appearing at the CEO or in the Service Forms, and (d) any state or federal laws or regulations applicable to the CEO or the Services.
2. **ID CODES, PASSWORDS, SECURE DEVICES, AND PINs.**
  - (a) You will be able to manage and control who in your company has access to the CEO and the Services by ID codes, passwords, PINs, and other secure devices or protocols required to use the CEO (collectively referred to as "Security Credentials"). It is your responsibility to ensure that the Security Credentials are known to, and used only by, persons who have been properly authorized by you to access the CEO and use the Services through the CEO.
  - (b) Unless you request self-administration of your access to the CEO, Bank will give each User an ID code and a password to be used when the User first enters the CEO. Bank will also assign a company ID code to you for use each time a User enters the CEO. Although your company ID code and the ID codes for each User will remain the same for each entry into the CEO, the password Bank assigns to each User must be changed to a new password the User selects when the User first enters the CEO. Bank will not know the new passwords or any subsequent passwords selected by the Users, or company administrators (if applicable).
  - (c) If you request self-administration of your access to the CEO, Bank will assign you a company ID code and will provide Security Credentials to company administrators, whom you have designated to access the Services for you through the CEO. The company administrators will have access to any Services you receive through the CEO. Your company administrator will be able to directly issue Security Credentials to other Users and allow other Users to access the CEO on your behalf. Company administrators may also remove a User's access and disable a User's Security Credentials.

- (d) **FAILURE TO PROTECT THE SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO (1) USE THE SERVICES, (2) CHANGE, VERIFY, OR SEND DATA, (3) SEND INFORMATION TO, OR RECEIVE INFORMATION FROM, BANK AND THE AFFILIATES, OR (4) ACCESS YOUR ELECTRONIC COMMUNICATIONS AND FINANCIAL DATA. ALL ENTRIES INTO THE CEO, ALL COMMUNICATIONS SENT, AND ALL USES OF THE SERVICES, THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE ENTRIES, COMMUNICATIONS, AND USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS, UNLESS SUCH UNAUTHORIZED USE IS DUE TO THE ESTABLISHED NEGLIGENCE OR WILLFUL MISCONDUCT OF WELLS FARGO, ITS AFFILIATES OR ITS EMPLOYEES.** You acknowledge the importance of developing internal procedures to limit such risk, which procedures will include, at a minimum, (i) if you are not using self-administration, notifying Bank immediately when any new person becomes a User or when any existing User stops being a User, (ii) if you are using self-administration, disabling access to the CEO immediately for each person that is no longer authorized by you to access the CEO and (iii) keeping secure and protecting the confidentiality of your Security Credentials.
- (e) You agree to notify Bank immediately when you become aware of any loss or theft of, or any unauthorized use of, any Security Credentials.
3. **FINANCIAL INFORMATION.** Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to Bank (collectively, "Financial Information") will be available at the CEO. The posting of any Financial Information or any other information or data at the CEO will not be a recommendation by Bank or any Affiliate that any particular Service or transaction is suitable or appropriate for you or that you should receive or in any way use any Service. Neither Bank nor any Affiliate guarantees the accuracy, completeness, timeliness or correct sequencing of any Financial Information, nor are they in any way responsible for the actions or omissions of the third parties developing or transmitting Financial Information, or for any decision made or action taken by you in reliance upon any Financial Information.
4. **USE OF CERTAIN SOFTWARE TO ACCESS THE CEO.** In using the CEO you will be sending or receiving financial and other information directly to or from Bank and the Affiliates through the Internet. You acknowledge that when the Internet, or any other electronic communications facilities, is used to transmit or receive information the information may be accessed by unauthorized third parties. To reduce the likelihood of such third party access, you agree to transmit and receive information through the CEO using only software, including, but not limited to, browser software, or other access devices that support the Secure Socket Layer (SSL) protocol (or other protocols required by or acceptable to Bank), and to follow the Bank procedures that support such protocols.
5. **DISCLAIMERS.** Neither Bank nor any Affiliate will be your advisor or fiduciary with respect to this Agreement. **NEITHER BANK NOR ANY AFFILIATE MAKES ANY EXPRESS OR IMPLIED WARRANTY AS TO THE AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CEO, THE FINANCIAL INFORMATION, OR THE SERVICES, AND NEITHER BANK NOR ANY OF THE AFFILIATES MAKES ANY OTHER WARRANTY, PROMISE, COMMITMENT, GUARANTEE, OR REPRESENTATION WITH RESPECT TO THE CEO, THE FINANCIAL INFORMATION, OR THE SERVICES, EXCEPT THOSE WARRANTIES, PROMISES, COMMITMENTS, GUARANTEES, OR REPRESENTATIONS SPECIFICALLY STATED IN THE SERVICE FORMS.** If a Service cannot be used through the CEO, Bank will make reasonable efforts for such Service to be used by other means.
6. **LIMITATION OF LIABILITY.** Neither Bank nor any Affiliate will be liable to you for any direct damages or losses suffered or incurred by you in connection with the CEO, any of the Services, any Financial Information, any other information you receive through the CEO, or any failure to provide, or delay in providing, access to the CEO, any Service, or any Financial Information, except to the extent such damages or losses arise directly from the established negligence or willful misconduct of Bank or an

Affiliate. Notwithstanding any provision of this Agreement or any Service Form to the contrary, **IN NO EVENT WILL BANK OR ANY AFFILIATE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OR LOSSES WHETHER ANY CLAIM FOR SUCH DAMAGES OR LOSSES IS BASED ON TORT OR CONTRACT OR WHETHER BANK OR ANY AFFILIATE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCE.**

7. **RESTRICTING OR TERMINATING ACCESS TO THE CEO.** Bank may terminate this Agreement or your (including your Users) access to the CEO by providing you with thirty days prior written notice. However, Services may be terminated earlier, in accordance with the Service Forms. In the event you or your User(s) have violated any provision of this Agreement or a Service Form, Bank may terminate your, or a User's, access to the CEO, or an applicable Service, upon immediate notice. Neither Bank nor any Affiliate shall have liability to you or any User for any losses or damages you may suffer or incur as a result of (i) any termination of this Agreement or (ii) inability to access the CEO or applicable Service.
8. **WAIVERS.** Neither Bank nor any Affiliate shall be deemed to have waived any of its rights under this Agreement unless such waiver is in writing and such writing is signed by an authorized representative of Bank or such Affiliate. No delay, extension of time, compromise, or other indulgence which may occur or be granted from time to time by Bank or any Affiliate under this Agreement shall impair the rights of Bank or any Affiliate under this Agreement.
9. **AMENDMENTS.** Bank may amend this Agreement at any time upon written notice to you. You will be deemed to have accepted such amendment if any of your Users access the CEO or use any Service through the CEO more than 30 calendar days after you receive notice of such amendment.
10. **ASSIGNMENT.** You may not assign or transfer your rights or obligations under this Agreement, whether by operation of law, asset purchase, merger or other corporate reorganization, or any other method, without Bank's prior written consent.
11. **GOVERNING LAW.** Your rights and obligations and the rights and obligations of Bank and the Affiliates under this Agreement will be governed by and subject to the laws of the State of California, excluding any applicable conflict of laws provisions.
12. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, or unenforceable, the validity or enforceability of the remaining provisions will in no way be affected or impaired thereby.
13. **ENTIRE AGREEMENT.** This Agreement and the Terms of Use for the CEO set forth the exclusive and entire agreement between Bank, the Affiliates and you with respect to your use of the CEO. Any prior agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to your use of the CEO, which conflict with the provisions in this Agreement are superseded by this Agreement.

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

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

City of Salinas

\_\_\_\_\_  
[Company Name]

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



# Service Agreement

## Retirement Plan Payment Services

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**City of Salinas** ("Customer") has asked to be allowed to enter the *Commercial Electronic Office*® (the "*CEO*®") of Wells Fargo Bank, N. A. ("Wells Fargo") at Wells Fargo's website so it may use the Retirement Plan Payments Service (the "Service") of Wells Fargo or its affiliates (the "Affiliates") online. The specific terms and conditions applicable to the use of the Service are set forth in this Agreement.

1. **Using the Service.** Customer agrees to use the Service and the *CEO* only as provided in (a) this Agreement, (b) the rules, procedures, standards, requirements, and policies made applicable to the *CEO* from time to time by Wells Fargo and the Affiliates, (c) any communications, instructions, terms, or conditions appearing at the *CEO*, and (d) any state or federal laws or regulations applicable to the *CEO*.
2. **Retirement Plan Payments Service Description.** The Service will enable Customer to access Wells Fargo's benefit payment processing system permitting Customer, in turn, to review through the Internet the payment history of benefit recipients and, if Customer so elects, to create payments and modify existing payments.
  - a. Customer will have access to participant payment records for the past three years. All historical payment records include information regarding prior payments. All participant records are real time and include information regarding current payments to participants, withholdings, deductions by type, and profiles on individual participants.
  - b. Customer may select payment records to view online or print.
  - c. If Customer elects, Customer may use the Service to initiate periodic and lump sum payments, edit participant information, create new participant records, initiate regular and/or special payments, and insert plan wide messages on periodic payment checks and advices. Customer's use of the Service includes the ability to edit participant information with respect to the following:
    - i. Set up of new payment recipients
    - ii. Changing or revising addresses
    - iii. Modifying tax withholding information
    - iv. Adjusting benefit and deduction amounts
    - v. Revising direct deposit information
    - vi. Stopping payment on checks and re-issuing previously stopped checks
    - vii. Recovering or otherwise modifying ACH transactions
  - d. If Customer selects the secondary authorization function, changes to beneficiary data will be implemented by Wells Fargo only after review and approval by a representative of Customer other than the representative who initially requested the change.

- e. Customer may generate a detailed change report, lump sum summary report, stop and reissue report, or outstanding checks report to view online, print, or export in a variety of output formats.
  - f. Customer may create and generate ad hoc reports to view online, print, or export in a variety of output formats. Ad hoc reporting data is as of the previous business day.
3. **Access.** Access to the Service shall be controlled by means of one or more authorization codes that Wells Fargo shall issue to Customer. All customers using the Service are furnished with strong security authorization to access participant data.
- a. Customer may elect only the ability to read and inquire into the data maintained on the Service for Customer's retirement plans.
  - b. Customer may elect the ability to both inquire and to enter and modify information.
  - c. Customer shall be solely responsible for controlling the security and confidentiality of authorization codes and shall promptly notify Wells Fargo if it becomes aware of the unauthorized use of the authorization code(s) or suspects that an unauthorized use may occur.
4. **Fees.** Fees for the Service are included in the cost of payments processed by Wells Fargo, and therefore no additional fees are required to use it.
5. **Entire Agreement.** This Agreement sets forth the entire and only agreement among Customer, Wells Fargo and the Affiliates regarding use of the Service. Any prior agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Agreement are superseded by this Agreement.
6. **Waivers.** Neither Wells Fargo nor any Affiliate shall be deemed to have waived any of its rights or powers under this Service Agreement unless such waiver is in writing and such writing is signed by an authorized representative of Wells Fargo or such Affiliate. No delay, extension of time, compromise, or other indulgence which may occur or be granted from time to time by Wells Fargo or any Affiliate under this Service Agreement shall impair the rights or powers of Wells Fargo or any Affiliate under this Service Agreement.
7. **Amendments.** Wells Fargo may amend this Service Agreement at any time upon written notice to Customer. Customer will be deemed to have accepted an amendment of, or an addition to, this Service Agreement if any of its Users use the Service through the *CEO* more than 30 calendar days after Customer receives notice of such amendment or addition.
8. **Assignment.** Customer's rights, duties and obligations under this Service Agreement may not be assigned by Customer without the prior written consent of Wells Fargo and the appropriate Affiliate. Nor may Wells Fargo assign its rights, duties and obligations hereunder without Customer's prior written consent.
9. **Governing Law.** Customer's rights and obligations and the rights and obligations of Wells Fargo and the Affiliates under or in connection with this Service Agreement will be governed by and be subject to the laws of the State of California.

10. **Severability.** If any provision of this Service Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of such provision in other jurisdictions, and of the remaining provisions of this Service Agreement in all jurisdictions, shall not in any way be affected or impaired.

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

Customer acknowledges and agrees to the terms of this Service Agreement for Retirement Plan Payments Service.

Acknowledged and accepted by:

**City of Salinas**

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_

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

# Service Agreement

## Trust Portfolio Reporting Service

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

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

2. **Trust Portfolio Reporting Service Description.**

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

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

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

- (a) In the event Customer elects General Reporting or Verified Reporting or both, Customer will be provided with a specific authorization code.
- (b) In the event Customer elects Cash Movement, Customer will be furnished with a specific authorization code and will be required to comply with an additional level of authorization to invoke strong security authentication.
- (c) In the event Customer elects Trade Entry, Customer will be furnished with a specific authorization code and will be required to comply with an additional level of authorization.
- (d) Customer is responsible for controlling the security and confidentiality of the authorization codes provided to its employees and shall promptly notify Wells Fargo if it becomes aware of the unauthorized use of the authorization code(s) or suspects that an unauthorized use may occur.

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

5. **Sublicense.**

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

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

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

(ii) attempts to further sublicense or transfer the rights granted in this Service Agreement or the Cash Movement Addendum;

(iii) assigns, or attempts to assign, this Service Agreement or any of its rights hereunder (the word "assign" to include, without limiting the generality thereof, a transfer of a majority interest in Customer);

(iv) neglects or fails to perform or observe any of its existing or future obligations to Wells Fargo, whether under this Service Agreement, the Cash Movement Addendum, the Trade Entry Addendum or otherwise;

(v) makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of its property; or

(vi) is adjudged bankrupt, and such condition(s) is not remedied within ten (10) days after written notice thereof has been given to Customer.

(c) Upon termination of this sublicense or of any license granted for the use of the Securities Pricing and Characteristic Databases, all rights of Customer to use the Securities Pricing and Characteristic Databases and related documentation under this Service Agreement will cease. Customer shall promptly discontinue its use of the Service and its access to the Securities Pricing and Characteristic Databases and any other software products provided under this Service Agreement and shall return the related documentation and software products and all copies thereof to Wells Fargo.

6. **Reliance on Third Parties.** Wells Fargo relies on information provided by third parties to establish market valuations and perform the portfolio analytics for Customer. Wells Fargo exercises reasonable care in selecting the third parties and believes the information provided (e.g., pricing and market indices) is accurate and reliable. Wells Fargo does not guarantee that accuracy, however, and is liable to Customer hereunder only to the extent of its own negligence or willful misconduct in delivering the Service.
7. **Entire Agreement.** This Agreement and any related addendum expressly executed by Customer (collectively, the "Agreement") shall constitute the sole agreement among Customer and Wells Fargo regarding use of the Service. Any prior agreements, representations, statements, negotiations, undertakings, promises or conditions, whether oral or written, with respect to the Service which conflict with the provisions in this Agreement are superseded by this Agreement.
8. **Waivers.** Wells Fargo shall not be deemed to have waived any of its rights or powers under this Agreement unless such waiver is in writing and signed by an authorized representative of Wells Fargo. No delay, extension of time, compromise, or other indulgence which may occur or be granted from time to time by Wells Fargo shall impair the rights or powers of Wells Fargo under this Agreement.
9. **Amendments.** Wells Fargo may amend this Agreement at any time upon prior written notice to Customer. Customer will be deemed to have accepted an amendment of this Agreement if any of its Users use the Service through the CEO more than 30 calendar days after Customer receives notice of such amendment.

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

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

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

Acknowledged and Accepted By:

Customer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

☒ Customer elects the General Reporting feature of the Service.

☐ Customer elects the Verified Reporting feature of the Service.

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

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

## Trust Portfolio Reporting Fees

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

Company: **City of Salinas**

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

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