

TREASURER OF ARLINGTON
COUNTY, VIRGINIA
2100 CLARENDON BOULEVARD, SUITE 201
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

WELLS FARGO BANK, N.A.
1753 PINNACLE DRIVE, 5TH FLOOR
MCLEAN, VA 22102

DATE ISSUED:
CONTRACT TITLE:

August 7, 2024
GENERAL BANKING AND INTEGRATED
PAYABLE SERVICES

THIS IS A NOTICE OF AWARD OF CONTRACT.

This is your notice that the above referenced contract has been awarded. The contract documents consist of the terms and conditions of the AGREEMENT including any attachments or amendments thereto.

EFFECTIVE DATE: August 1, 2024

EXPIRES: August 1, 2029

COMMODITY CODE(S): NA

LIVING WAGE: NA

ATTACHMENTS:
AGREEMENT

EMPLOYEES NOT TO BENEFIT:

NO TREASURER EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: KATHLEEN BOWE

TEL. NO.:

571-474-4547

TREASURER CONTACT EMAIL: KATHLEEN.L.BOWE@WELLSFARGO.COM

TREASURER CONTACT: KEITH CALLAHAN

TEL. NO.:

703-228-3062

TREASURER CONTACT EMAIL: KCALLAHAN@ARLINGTONVA.US

AGREEMENT

BLANKS WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS. NON-NEGOTIABLE PROVISIONS THAT ARE REQUIRED BY VIRGINIA LAW ARE INDICATED BY AN ASTERISK ().*

THIS AGREEMENT is made, on August 1, 2024, between Wells Fargo Bank, N.A. (“Contractor”), a national banking association authorized to do business in the Commonwealth of Virginia, and the Treasurer of Arlington County, Virginia (“Treasurer”). The Treasurer and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The “Contract Documents” consist of:

- A. This Agreement
- B. Exhibit A - The full RFP response dated July 14, 2023 and all its Attachments, Exhibits and Appendices
- C. Exhibit B – Email from David N. Ryder, Wells Fargo, N.A. to Andrew Cooke dated October 19, 2023 and all its Attachments, Exhibits and Appendices
- D. Exhibit C – Contract Pricing in Attachment a cost-proposal BAFO Final attached to Exhibit B
- E. Wells Fargo Master Agreement for Treasury Management Services and the Service Documentation described therein (the “Service Documentation”).

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the Treasurer and the Contractor. The Treasurer and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties’ agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the “Contract” or the “Agreement”.

2. SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the “Work”). As detailed in the Contract documents, the primary purpose of the Work is providing general banking services and integrated payables services. It will be the Contractor's responsibility, at its sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the Treasurer’s Project Officer, who will be appointed by the Treasurer.

4. CONTRACT TERM

The Contractor shall provide the goods or service designated in Paragraph 1 and any exhibits or attachments beginning on August 1, 2024 for an initial five-year period, with an option to renew, upon mutual

agreement between Contractor and Treasurer, for an indefinite number of one-year periods until terminated as provided below ("Contract Term").

Contractor agrees to fix contract fees for the initial five-year period. Thereafter, if Contractor intends to revise its fee schedule after the initial period, Contractor will give written notice to Treasurer at least 90 days in advance of any fee change. The fees are subject to negotiation and approval by Treasurer.

5. CONTRACT AMOUNT

The Treasurer will pay the Contractor in accordance with the terms of the Payment section below and of Exhibit C for the Contractor's performance of the Work as required by the Contract Documents.

The Treasurer will not compensate the Contractor for any goods or services beyond those included in the Contract Documents unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit C unless otherwise agreed by the parties in writing.

6. RESERVED

7. PAYMENT

The Contractor must submit invoices to the Project Officer, who will either approve the invoice or require corrections. The Treasurer will pay the Contractor within forty-five (45) days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer.

8. REIMBURSABLE EXPENSES

The Treasurer will not reimburse the Contractor for any expenses under this Contract. The amount in Exhibit C includes all costs and expenses of providing the services described in this Contract.

9. * PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the Treasurer for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the Treasurer attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the Treasurer and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the Treasurer for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the Treasurer. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The Treasurer's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. * NON-APPROPRIATION

All payments by the Treasurer to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the Treasurer will terminate the Contract, without termination charge or other liability to the Treasurer, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR

This Contract does not obligate the Treasurer to purchase a specific quantity of items or services during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the Treasurer for the period of the Contract; and the Treasurer is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Treasurer may require more goods and/or services than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The Treasurer does not guarantee that the Contractor will be the exclusive provider of the goods or services covered by this Contract. The items or services covered by this Contract may be or become available under other Treasurer or Arlington County contract(s), and the Treasurer may determine that it is in its best interest to procure the items or services through those contract(s).

13. RESERVED

14. RESERVED

15. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

Should the Treasurer reasonably determine, in good faith, that Contractor has provided personnel that do not meet the requirements of this Agreement, the Treasurer will notify Contractor and the parties will promptly meet to discuss and attempt to resolve the Treasurer's concerns. While Contractor may consider reasonable requests from the Treasurer to modify or change personnel, Contractor retains and reserves the sole discretion and decision-making authority to remove its employees from Treasurer's project for any reason, with or without prior notice. Notwithstanding the foregoing, Contractor will staff the project with personnel who, in its discretion, are appropriately experienced and qualified for the project's scope of work. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

16. * EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

17. * EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

18. * DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

19. * SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment

training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

20. SAFETY

The Contractor must ensure that it and its employees and subcontractors comply with all applicable local, state and federal policies, regulations and standards relating to safety and health, including the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry and the applicable Federal Environmental Protection Agency and Virginia Department of Environmental Quality standards.

21. TERMINATION

The Treasurer may terminate this Contract at any time as follows: (1) for cause, if, as determined by the Treasurer, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the Treasurer.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the Treasurer did not terminate; and must immediately deliver all documents related to the terminated Work to the Treasurer.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the Treasurer has approved the purchases in writing as necessary for completion of any portion of the Work that the Treasurer did not terminate.

If any court of competent jurisdiction finds a termination for cause by the Treasurer to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the Treasurer determines that the Contractor has failed to perform satisfactorily, then the Treasurer will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the Treasurer ("Cure Period"). If the Contractor fails to cure within the Cure Period, the Treasurer may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the Project Officer within 90 days after the expiration of the Cure Period. The Treasurer may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the Treasurer for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the Treasurer must continue to pay all fees and charges incurred through the termination date.

2. Termination for Breach or Default. If the Treasurer terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after

notice of termination to the Contractor (unless the Treasurer provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the Treasurer for costs that the Treasurer must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The Treasurer will deduct such costs from any amount due to the Contractor; or if the Treasurer does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the Treasurer. This section does not limit the Treasurer's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the Treasurer, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE TREASURER

The Treasurer may terminate this Contract in whole or in part whenever the Treasurer determines that termination is in the Treasurer's best interest. The Treasurer will give the Contractor at least 90 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the Treasurer, the Contractor must stop work on the termination date.

The Contractor may terminate the Contract in accordance with the provisions of the Service Documentation.

22. CONTRACTOR INDEMNIFICATION

Contractor will indemnify, defend and hold harmless the Treasurer and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against any and all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, or resulting from the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the acts or omissions of Contractor or any of its officers, directors, employees, agents, or subcontractors, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party. In no event will the Contractor be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based. Contractor's liability under this indemnity, and the indemnity contemplated in Paragraph 23 *infra*, will be limited to an amount not to exceed twelve (12) times Contractor fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or if not Contractor fees were incurred in such month, Contractor fees incurred in the month in which the losses or damages were incurred).

If any Indemnified Party determines to seek indemnification from Contractor under this section, the Indemnified Party shall provide written notice of the suit, claim or action to Contractor as soon as practicable but in any event not later than ten (10) business days following the Indemnified Party's receipt of notice of such suit, claim or action. Said written notice shall specify in detail: (i) the facts constituting

the basis for the allegations and (ii) if known, the aggregate amount of Losses for which a claim is being made, or to the extent that such Losses are not known or have not been incurred at the time such claim is made, an estimate, to be prepared in good faith and accompanied by supporting documentation, of the aggregate potential amount of such Losses.

In the case of any suit, claim or action for which indemnification is sought by any Indemnified Party under this section, the Indemnified Party shall permit Contractor to assume and control the defense or settlement of such suit, claim or action at Contractor's expense. The Indemnified Parties and Contractor shall reasonably cooperate in the investigation, pre-trial activities, trial, compromise, settlement, discharge and/or defense of any suit, claim or action for which indemnification is sought under this section, and the records and employees of the Indemnified Parties shall be made reasonably available to Contractor with respect to such defense.

23. INTELLECTUAL PROPERTY INDEMNIFICATION

During the term of this Agreement, Contractor will indemnify, defend and hold harmless the Indemnified Parties against any allegation that materials or services provided by the Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual, property or proprietary right of any third party. Notwithstanding the foregoing, Contractor shall have no liability for such infringements or violations based on (i) any unauthorized alteration or modification of the materials or services by any party other than Contractor, (ii) use of the materials or services in any manner other than as permitted under this Agreement, (iii) use of the materials or services in combination with any equipment or software not authorized by Contractor or reasonably intended for use with the materials or services, or (iv) Contractor's compliance with specific information or instructions provided to Contractor by any Indemnified Party.

In no event will the Contractor be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based. Contractor's liability under this indemnity, and the indemnity contemplated in Paragraph 23 *infra*, will be limited to an amount not to exceed twelve (12) times Contractor fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or if not Contractor fees were incurred in such month, Contractor fees incurred in the month in which the losses or damages were incurred).

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In the case of any suit, claim or action for which indemnification is sought by any Indemnified Party under this section, the Indemnified Party shall permit Contractor to assume and control the defense or settlement of such suit, claim or action at Contractor's expense. The Indemnified Parties and Contractor shall reasonably cooperate in the investigation, pre-trial activities, trial, compromise, settlement, discharge and/or defense of any suit, claim or action for which indemnification is sought under this section, and the records and employees of the Indemnified Parties shall be made reasonably available to Contractor with

respect to such defense.

24. TREASURER REIMBURSEMENT

To the extent permitted by applicable law, Treasurer shall reimburse Contractor for all claims and losses resulting from Treasurer's own negligence, willful misconduct, or material breach of the Contract and for all claims and losses the Contractor incurs under applicable laws, rules, regulations (including without limitation funds transfer system, payment network and clearing and settlement house rules) in connection with Treasurer's use of the accounts or services provided hereunder.

25. RESERVED

26. DATA SECURITY AND PROTECTION

The Contractor will hold Confidential Treasurer Information, as defined below, confidential, and will not disclose Confidential Treasurer information to any person or entity, except disclosures: (a) to federal and state bank examiners, and other regulatory officials having jurisdiction over Contractor; (b) to (i) Contractor's Representatives (including, without limitation, all other bank and companies affiliated with Wells Fargo & Company, and their legal counsel, auditors, and other professional advisors retained by Contractor or its affiliates who need to know the Confidential Treasurer Information for purposes of the evaluation, and (i) any rating agency of Contractor, provided that each such individual or entity is informed of the confidential nature of the Confidential Treasurer Information, and agrees to treat the Confidential Treasurer Information as confidential in accordance with terms and conditions no less protective than as set forth in this Contract; (c) required by law or legal process in the opinion of Contractor's Representatives; or (d) otherwise authorized in writing by Treasurer. The Contractor will comply with all local, state and federal laws and regulatory requirements applicable to Contractor concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the Treasurer. For purposes of this provision, and as more fully described in this Contract and in the Treasurer's Non-Disclosure and Data Security Agreement (NDA), "Confidential Treasurer Information" means all non-public, confidential or proprietary information of Treasurer that is disclosed to Contractor during the term of the contract by Treasurer or any of its officers, employees, agents or representatives in connection with the provision of banking services, and includes, without limitation, all financial, technical or business information relating to Treasurer, including financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records, trade secrets, research and development test results, marketing or business plans, strategies, forecasts, budgets, projections, customer and supplier information, and any other analyses, computations or studies prepared by or for Treasurer.

In the event that Contractor or any of its Representatives is, in the opinion of Contractor's counsel, required by applicable law to disclose any Confidential Treasurer Information, then Contractor, unless prohibited by law, will provide notice of the legal process to Treasurer so that Treasurer, at its sole option (but without obligation to do so), and at its sole expense, may attempt to seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract.

- (a) **Treasurer's Non-Disclosure and Data Security Agreement.** The Contractor must sign the NDA (Attachment A) before performing any work or obtaining or permitting access to Treasurer networked resources, application systems or databases.

- (b) **Use of Data.** The Contractor will ensure against any unauthorized use, distribution or disclosure of or access to Confidential Treasurer Information and Treasurer networked resources by itself or its Designees. Use of Confidential Treasurer Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of Confidential Treasurer Information and for any non-compliance with this provision by itself or by its Designees.

- (c) **Data Protection.** The Contractor will protect the Confidential Treasurer's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2- 3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry best practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security. International Organization for Standardization (ISO) 27001:2013, Federal Financial Institutions Examination Council (FFIEC) IT Handbook, and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the Treasurer an overview letter which describes its data security policy and procedures for securing Confidential Treasurer Information and a copy of its disaster recovery plan(s). If requested by the Treasurer, the Contractor must also provide annually the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact with or store Confidential Treasurer Information meet the above standards and industry best practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers or, fax machines, or similar) that store Confidential Treasurer Information into hard drives must provide data-at-rest encryption. The Treasurer's Chief Information Security Officer or designee must approve any deviation from these standards. The downloading of Confidential Treasurer information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the Treasurer's Chief Information Security Officer or designee.

- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the Treasurer, return all Confidential Treasurer Information to the Treasurer in a format defined by the Project Officer. The Treasurer may request that the Information be destroyed. The Contractor is responsible for ensuring the return and/or destruction of all Information that is in the possession of its subcontractors or agents.

- (f) **Notification of Security Incidents.** The Contractor must notify the Treasurer Chief Information Officer and Project Officer promptly, not to exceed five business days, of any unauthorized access to or use or disclosure of Confidential Treasurer Information.

27. * ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

28. * TREASURER EMPLOYEES

No Treasurer employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

29. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to circumstances beyond their reasonable control that makes performance impossible or illegal, including but not limited to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

30. * AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia and, pursuant to Code of Virginia § 2.2-4400 *et seq*, be and remain a qualified public depository during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the Treasurer.

31. * RELATION TO TREASURER

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the Treasurer. The Treasurer will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The Treasurer will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The Treasurer will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

32. RESERVED

33. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with

this section.

34. AUDIT

The Contractor must retain all financial books, records and other documents related to this Contract for the limited purpose of verifying compliance with the financial and record-keeping requirements of the Contract, for at least five years, or such period of time required by the Treasurer's funding partner(s), if any, whichever is greater, after the final payment and must allow the Treasurer or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the Treasurer for examination within 15 days of the request, at the Contractor's expense. Should the Treasurer's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of Treasurer's request, reimburse the Treasurer for the overcharges and for the reasonable costs of the Treasurer's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the Treasurer may deduct the overcharges and examination costs from any amount that the Treasurer owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the Treasurer does not have ready access) within five years after the final payment, or such period of time required by the Treasurer's funding partner(s), if any, whichever is greater, the Contractor must give the Treasurer at least 30 days' notice and must not dispose of the documents if the Treasurer objects.

The Treasurer may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

Notwithstanding the foregoing, nothing in this Contract gives rise to a right, expectation, or other entitlement on the part of Treasurer or its authorized agents (1) to inspect, examine, or visit any Contractor data center, facilities, systems, networks or equipment; or (2) to inspect or examine any technology documentation, test or scan results, or any other artifact relating to Contractor's security practices.

35. ASSIGNMENT

Each party may assign the Contract with the other party's consent, which consent will not be unreasonably withheld or delayed; provided, however, that Contractor may assign the Contract without consent in connection with a merger, acquisition or corporate restructuring involving Contractor.

36. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the Treasurer, except that Contractor may change (or add to) its Service Documentation in its discretion if such change (or addition) is (i) in response to a change in or required by Applicable Law or interpretations thereof or (ii) a bank-wide change affecting substantially all customers who use the Services or a specific Service. If an enhancement to a Service or other change requires a change to a Service Description, Contractor will post an updated Service Description on Vantage. Contractor will notify Treasurer of changes to terms (which notification may be by electronic means, including Vantage) at least 30 days before the change takes effect, unless such change is in response to a change in or required by Applicable Law or interpretation thereof and such prior notice is not reasonably feasible. If Treasurer continues to use a Service after the change takes effect, Treasurer will be bound by the change. As used in this section, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing Contractor's activities and/or any

transaction effected under this Contract, including but not limited to, the funds transfer system and clearing and settlement house rules.

37. * ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution or any applicable Treasurer or Arlington County policy. Notwithstanding the foregoing, Contractor will perform its obligations under the Contract in accordance with (i) applicable Federal laws; (ii) applicable state and local laws and regulations to the extent, in Contractor's opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) Contractor's Service Documentation.

38. * DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the Treasurer in writing no later than 60 days after the final payment. The time limit for a final written decision by the Treasurer is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, Treasurer or a court of law.

39. * APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the United States and the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, or, for claims arising under federal law, the federal courts serving Arlington County, Virginia, and in no other court.

40. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

41. NONEXCLUSIVITY OF REMEDIES

All remedies available to the Parties under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

42. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

43. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

44. * ATTORNEY'S FEES

In the event that the Treasurer prevails in any legal action or proceeding brought by the Treasurer to enforce any provision of this Contract, the Contractor will pay the Treasurer's reasonable attorney's fees and expenses.

45. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: CONTRACTOR INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO TREASURER; AUDIT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY’S FEES, AND DATA SECURITY AND PROTECTION.

46. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections’ scope.

47. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Contract; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Contract is to be interpreted as to its plain meaning and not strictly for or against any party.

48. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Kathleen Bowe
1753 Pinnacle Drive, 5th Floor MAC R3067-056 McLean, VA 22102
Kathleen.L.Bowe@wellsfargo.com

TO THE TREASURER:

Keith Callahan, Assistant Deputy Treasury, Project Officer
2100 Clarendon Blvd., Suite 201 Arlington, VA 22201
kcallahan@arlingtonva.us

49. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060 or email business@arlingtonva.us.

50. * NON-DISCRIMINATION NOTICE

The Treasurer does not discriminate against faith-based organizations.

51. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any Treasurer or County web sites or for the Treasurer or County’s presence on third- party web sites, the Contractor must perform such work in compliance with

ADA.

52. ADA COMPLIANCE

The Contractor is solely responsible for its compliance with the ADA and must defend and hold the Treasurer harmless from any expense or liability arising from the Contractor's non-compliance. The Contractor also must respond promptly to and cooperate fully with all inquiries from the U.S. Department of Labor.

The Contractor's responsibilities related to ADA compliance include, but are not limited to, the following:

- a. Access to Programs, Services and Facilities: The Contractor must ensure that its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor must provide equivalent services in an accessible alternate location or manner.
- b. Effective Communication: Upon request, the Contractor, must provide appropriate communication aids and services so that qualified persons with disabilities can participate equally in the Contractor's programs, services and activities. Communication aids and services can include, but are not limited to, qualified sign language interpreters, Braille documents and other means of facilitating communications with people who have speech, hearing or vision impairments.
- c. Modifications to Policies and Procedures: The Contractor must modify its policies and procedures as necessary to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services and activities. For example, individuals' service animals must be allowed in the Contractor's offices or facilities, even if pets are generally prohibited.
- d. No Extra Charges: The Contractor may not charge a person with a disability or any group of individuals with disabilities to cover the cost of providing aids or services or of reasonable modifications to policies and procedures.

53. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the Treasurer a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The Treasurer will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$2,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. Evidence of contractual liability coverage must be typed on the certificate.

- f. Additional Insured – The Treasurer and Arlington County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on the commercial general liability policy; and the additional insured endorsement must be typed on the certificate.
- g. Cancellation - If there is a cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Treasurer immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- h. Claims-Made Coverage - Any “claims made” policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- i. Contract Identification - All insurance certificates must state this Contract's number and title.
- j. Cyber Liability - \$2,000,000 Per Occurrence.

The Treasurer’s acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor’s insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the Treasurer for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

54. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

TREASURER OF ARLINGTON COUNTY, VIRGINIA

WELLS FARGO BANK, N.A.

AUTHORIZED Signed by:
SIGNATURE: Carla de la Pava
D60514D852BD4CB
NAME: Carla de la Pava
TITLE: Treasurer
DATE: 08/05/2024

AUTHORIZED Signed by:
SIGNATURE: Kathleen Bowe
F836D0C5A98844C
NAME: Kathleen Bowe
TITLE: Relationship Manager
DATE: 08/05/2024