

## AGREEMENT FOR COMPREHENSIVE BANKING SERVICES

This Agreement for Comprehensive Banking Services is between Washoe County (“COUNTY”) and Wells Fargo Bank, N.A. (“BANK”).

### WITNESSETH:

WHEREAS, COUNTY desires to hire the services of BANK as the depository of certain COUNTY funds in accordance with the terms and conditions.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

#### 1. INCORPORATION OF EXHIBITS

A. The following documents are attached hereto as Exhibits “A”, “B” and “C” and are incorporated herein by reference (hereafter referred to collectively as the “Contract Appendix”):

- i) BANK Banking Services Proposal, dated April 6, 2018, (Exhibit “A”)
- ii) BANK Pricing Template (Exhibit “B”)
- iii) COUNTY Request for Proposal (Exhibit “C”)

B. In the event of any conflict between any provision of this Agreement and any provision of the Contract Appendix, the order of preference shall be as follows:

- (i) This Agreement, (ii) Exhibit “B”, (iii) Exhibit “A”, (iv) Exhibit “C”,

#### 2. SERVICES

BANK agrees to perform those certain services for COUNTY set forth in the Contract Appendix, as determined and expressly authorized by the Washoe County Treasurer.

3. COMPENSATION

As complete compensation for the services performed by BANK pursuant to Paragraph 2 above, COUNTY shall compensate BANK, and BANK shall accept from COUNTY, those certain amounts established for the services so authorized and performed as set forth in the Contract Appendix. COUNTY may compensate BANK with fees or compensating balances, or a combination of the two. Any fees not covered by compensating balances shall be billed to COUNTY monthly.

4. COUNTY TREASURER TO ADMINISTER AGREEMENT

COUNTY hereby designates, appoints and authorizes the County Treasurer of COUNTY to administer this Agreement, including the power to: (i) authorize the specific services of BANK pursuant to the provisions of this Agreement, (ii) execute any documents, including service agreements, on behalf of COUNTY necessary in the performance of, or pursuant to, this Agreement, (iii) perform those certain acts required or authorized to be performed by such Treasurer by the Banking Statute, (iv) negotiate the price of any services, the cost of which is not specifically set forth in the Contract Appendix, (v) negotiate the price of and execute agreements for other additional services related to the services for accounts covered by this Agreement, and (vi) terminate this Agreement pursuant to Paragraph 6 below. BANK is aware that COUNTY and this Agreement are subject to Nevada's Public Records Act and Open Meeting Law and this Agreement will be entered into and maintained in full compliance with the applicable laws and regulations.

5. TERM

This Agreement shall be for a term of three (3) years commencing on January 1, 2019, and ending December 31, 2022, provided however, that either party may terminate this agreement at any time prior to the expiration of said termination upon on one hundred twenty (120) days' advance written notice of such termination to the other party. Merchant card

services and services provided by any third-party vendors, such as armored carrier, deposit courier, messenger, or check printers, are not covered by this Agreement, unless specified in the Contract Appendix. Notice shall be deemed given for purposes of this Paragraph upon the deposit thereof in the course of transmission with the United States Postal Service, properly addressed with postage prepaid, or upon personal delivery to such other party.

COUNTY shall have the option, in the sole discretion of the COUNTY Treasurer and with BANK's mutual written agreement, to renew this Agreement for three (3) additional two-year terms. Written notice of COUNTY's intent to exercise its option to renew this Agreement shall be given to BANK at least thirty (30) days prior to the termination of the Agreement or any renewal term thereof. The terms and conditions of any renewal term of this Agreement shall be as set forth herein, except that modifications in the compensation designated in Exhibit "B" may be made effective for any renewal term as mutually determined by BANK and the Treasurer of COUNTY in writing.

Under NRS 244.320 and 354.626, if COUNTY's governing body does not appropriate or budget funds for the purposes specified in this contract, or COUNTY's governing body has been required, in its discretion, to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes of this agreement, this agreement shall be terminated without penalty, charge, or sanction. COUNTY shall use reasonable efforts to provide BANK with 120-days' written notice of such an eventuality. Notwithstanding anything herein to the contrary, BANK will have no obligation to provide services described in this Agreement or the Contract Appendix without compensation as described herein and therein.

6. AUDITS

BANK agrees, without charge to COUNTY, to provide COUNTY's outside auditors reasonable access to or, as BANK determines in its sole discretion, copies of BANK records relating to COUNTY's accounts and transactions with BANK and to

respond to other reasonable requests of such auditors about information relating to COUNTY's accounts and transactions with BANK, provided (i) BANK receives a written request from the auditors specifying what they wish to review, (ii) COUNTY provides BANK evidence reasonably acceptable to BANK that such auditors are acting in their capacity of the County as COUNTY's outside auditors, (iii) such auditors are bound to maintain the confidentiality of BANK information (iv) disclosure of any requested BANK information or records does not violate any applicable law, regulation or order by which BANK is bound and (v) such disclosure is made at a time and in a manner which does not interfere with BANK's normal operations or customer or employee relations. Any audit or request will be subject to BANK's applicable policies and procedures (including privacy and information security policies and procedures), and in no event will COUNTY or its auditors be entitled to enter BANK's data centers or other physical facilities or premises.

7. BANK OFFICE

Unless otherwise approved by the County Treasurer, most if not all accounts of COUNTY established by BANK pursuant to this Agreement shall be maintained at BANK's Government Banking Office in Nevada at the address indicated below.

8. NOTICES

Any written notice given by either party to this Agreement shall be given to the other party at the following respective address:

COUNTY: Tammi Davis  
Washoe County Treasurer  
Washoe County  
1001 East Ninth Street – D140  
Reno, NV 89512

BANK: Patrick Foley  
Wells Fargo Bank, N.A.  
Government Institutional Banking

6325 South Rainbow Blvd., Suite 210  
Las Vegas, NV 89118

Either party may designate a different address to which notices are to be sent to such party upon written notice of such change of address to the other party.

9. PRICE RATES

BANK rates and prices for services as set forth in the Contract Appendix shall remain fixed at the rates and prices set forth therein for the term of this Agreement. BANK reserves the right to pass on any and all direct costs associated with Federal and State Regulations or funds transfer system or clearing or settlement house rules, which costs arise solely and directly out of this Agreement or services provided hereunder, including but not limited to Federal Deposit Insurance Corporation charges.

10. ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon provisions which are equivalent from an economic point of view to replace any provision which is determined to be invalid.

11. ASSIGNMENT

Neither BANK nor COUNTY may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

12. INDEMNIFICATION

BANK will indemnify, defend and hold harmless COUNTY and its officers, directors, employees, agents and assigns (the “Indemnified Parties”) from and against all losses or damages (collectively, “Losses”) arising out of third party claims resulting from Bank’s performance of the Services which are, in each case, directly caused in whole or in part by the negligence or intentional misconduct of BANK or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of COUNTY. In no event will BANK be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to BANK, and regardless of the form of the claim or action or the legal theory on which it is based. BANK’s liability under this indemnity will be limited to an amount not to exceed 10 times bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no bank fees were incurred in such month, bank fees incurred in the month in which the Losses or damages were incurred).

13. GOVERNING LAW AND VENUE

Applicable United States federal law and Nevada law governs all Proceedings arising out of this Agreement or BANK providing COUNTY with BANK’s banking services. Venue for all Proceedings arising out of this agreement or BANK providing COUNTY with BANK’s banking services shall be in Reno, Nevada.

In this Agreement, “Proceeding” means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

14. SEVERABILITY

The parties agree as follows:

- i) that if any provision of this contract is held to be unenforceable then that

provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded;

- ii) that if an unenforceable provision is modified or disregarded in accordance with this section 14 then the rest of the agreement will remain in effect as written; and
- iii) that any unenforceable provision remains as written in any circumstances other than those in which the provision is held to be unenforceable.

15. NO WAIVER

No waiver or failure to exercise any right, option or privilege under the terms of this Agreement on any occasion shall be construed to be a waiver of any other right, option or privilege on any other occasion.

16. AUTHORITY AND EFFECTIVE DATE

BANK and BANK's signators represent that the signators hold the positions set forth below their signatures and that the signators are authorized to execute this Agreement on behalf of BANK to bind BANK hereto.

This agreement becomes effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date stated opposite that party's signature) will be deemed the date of this agreement. In the event BANK fails to state a date opposite the name(s) of BANK's signator(s), BANK hereby authorizes COUNTY to insert the date of execution by BANK' s signator(s) as the date the agreement, as executed by BANK, is received by COUNTY.

***[Remainder of page intentionally left blank; signatures on next page]***

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Washoe County,

By: \_\_\_\_\_  
Marsha Berkgigler, Chair  
Washoe County Commission

DATE OF EXECUTION: \_\_\_\_\_

Wells Fargo Bank, N.A.,

By: \_\_\_\_\_  
Patrick Foley, Senior Vice President  
Relationship Manager

DATE OF EXECUTION: \_\_\_\_\_