SUBJECT: PIGGYBACK HILLSBOROUGH COUNTY CONTRACT RFP 02-19 FOR BANKING SERVICES WITH WELLS FARGO BANK, N.A.

BID #: PXF-0463-20 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – DATE OF CONTRACT EXECUTION THROUGH NOVEMBER 30, 2022 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: DUVAL COUNTY TAX COLLECTOR'S OFFICE

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Hillsborough County, FL contract with Wells Fargo Bank, N.A. (RFP 02-19) for banking services. The interest generated will offset the cost to the City so there will be no funds encumbered. Period of service shall be from date of contract execution through November 30, 2022 with two (2) one (1) year renewal options.

Interest payments shall be deposited into account ending in 5523.

To be executed by formal contract agreement through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Risk Mgt. Approval, Supplier Letter & Quote, Piggyback Contract

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: DEBRA DORAN, CHIEF FINANCIAL OFFICER, DUVAL COUNTY TAX COLLECTOR'S OFFICE

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jim Overton, Duval County Tax Collector

To: Greg Pease, Chief, Procurement Division

Through: Sherry Hall, Chief Deputy Tax Collector, Duval County Tax Collector

From: Debra Doran, Chief Financial Officer, Duval County Tax Collector Debra Doran

Date: Wednesday, June 10, 2020

RE: Piggyback Request – Clerk of Court & Comptroller, Hillsborough County's Banking Services Agreement with Wells Fargo Bank, N.A.

The Duval County Tax Collector is requesting approval to piggyback the Clerk of Court & Comptroller, Hillsborough County's Banking Services Agreement with Wells Fargo Bank, N.A. Hillsborough County issued RFP RF#02/19 for banking services and subsequently awarded the services to Wells Fargo Bank, N.A. on August 8, 2019. A fully executed contract was issued by Hillsborough on December 1, 2019.

The Duval County Tax Collector has reviewed the RFP response and the contract and believes the opportunity to piggyback this contract to be in the best interest of the Tax Collector to continue utilizing the banking services of Wells Fargo.

We are requesting terms consistent with the contract of an initial three year term with two consecutive optional one year renewal periods.

Please let us know if additional information is requested or required.

Attachments: Wells Fargo Bank, N.A. Quote
RFP #02/19
Hillsborough Contract

Duval County Tax Collector's Office
231 E. Forsyth Street, Room 208, Jacksonville FL 32202
Phone: (904)630-1838 Email: taxcollector@coj.net

Klages, David

From:	Verdejo Magras, Wanda
Sent:	Monday, June 15, 2020 2:52 PM
To:	Ola, Ruben
Cc:	Van Sickle, Angel B; Muon, Sokkhar
Subject:	RE: Wells Fargo Banking Service Agreement -Hillsborough County Piggyback
Attachments:	APPROVED COI FOR Wells Fargo Banking Service Agreemen.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

Greetings,

The attached Certificate of Insurance for Wells Fargo Banking Service Agreement -hillsborough County Piggback has been approved by Risk Management but **approval is contingent** upon confirmation that the policies expiration dates are correct and not a typo " eff:4/01/**2020** to exp:04/01/**2025** " . Please cofirm.

Risk Management has concluded our review. Any further question please feel free to contact us.

Cordially,

Wanda Verdejo
Project Manager for
Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : **904-255-5316**

Email : *wverdejo@coj.net*

Jacksonville
Where Florida Begins.

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From: Verdejo Magras, Wanda
Sent: Monday, June 15, 2020 1:58 PM
To: Ola, Ruben
Cc: Van Sickle, Angel B; Muon, Sokkhar
Subject: RE: Wells Fargo Banking Service Agreement -hillsborough County Piggback

Greetings,

I received your request and it's in line for review. As soon as I get the conclusion of the review it will be forward to you.

Please label all emails correspondence :Subject-**Wells Fargo Banking Service Agreement -hillsborough County Piggback**

NOTE: All emails need to be sent to Wverdejo@coj.net **&** RiskReview@coj.net

Any further questions please feel free to contact me.

Cordially,

Wanda Verdejo
Project Manager for
Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : **904-255-5316**

Email : *wverdejo@coj.net*

Jacksonville
Where Florida Begins.

From: Ola, Ruben
Sent: Monday, June 15, 2020 1:51 PM
To: Verdejo Magras, Wanda; RiskReview
Cc: Van Sickle, Angel B; Muon, Sokkhar
Subject: FW: Duval Clerk and Duval Tax - Hillsborough County BOCC & Clerk Information for piggyback

Klages, David

From:	Verdejo Magras, Wanda
Sent:	Thursday, June 18, 2020 1:44 PM
To:	Klages, David
Subject:	RE: Piggyback request - Banking Services Agreement
Attachments:	APPROVED COI FOR Wells Fargo Banking Service Agreemen.pdf; RE: Wells Fargo Banking Service Agreement -Hillsborough County Piggyback

Please check if this is the same as the one I approved for Ruben

Ps. The 5yr policy is correct.

Wanda

From: Verdejo Magras, Wanda
Sent: Thursday, June 18, 2020 1:42 PM
To: Klages, David
Subject: RE: Piggyback request - Banking Services Agreement

Greetings,

Please label all emails correspondence :Subject-

Any further questions please feel free to contact me.

Cordially,

Wanda Verdejo
Project Manager for
Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : **904-255-5316**

Email : *wverdejo@coj.net*

WELLS FARGO

Government and Institutional Banking
Todd Morley
Wells Fargo Bank N.A.
800 North Magnolia Ave., 7th Floor
Orlando, FL 32803
MAC: Z0244-071
(407) 649-5638

May 6, 2020

Debra Doran
Chief Financial Officer
Jim Overton, Duval County Tax Collector
231 E Forsyth St, Ste 208
Jacksonville, FL 32202

Re: Piggyback on the Hillsborough Clerk of Court and Comptroller Banking Services Agreement dated December 1, 2019 (the "Hillsborough BSA")

Dear Debra:

Wells Fargo is pleased to offer the Duval County Tax Collector (the "Duval Tax Collector") the option of piggybacking onto the Hillsborough BSA. Through a competitive RFP process that was initiated in June 2019, the Hillsborough Clerk of Court and Comptroller awarded its banking services business to Wells Fargo Bank, N.A. ("Wells Fargo"). The Hillsborough Clerk of Court and Comptroller and Wells Fargo entered into the Hillsborough BSA on December 1, 2019 which was the effective start date of that contract. The term of the Hillsborough BSA is for three (3) years with the parties provided the option to mutually agree in writing to two (2) consecutive option periods of one (1) year each, for a possible five (5) year term.

The Duval Tax Collector is hereby offered banking services with Wells Fargo Bank, N.A. on the same terms as those set forth in the Hillsborough BSA, except as specifically noted herein. A copy of the Hillsborough BSA is attached to this letter as "Exhibit 1" and incorporated herein in its entirety, together with all of the attachments and exhibits to the Hillsborough BSA.

The following sections solely as between the Duval Tax Collector and Wells Fargo shall replace the applicable sections under the Hillsborough BSA:

- The first sentence of Section 16.4: Venue; Service of Process is hereby deleted and replaced with the following: "The parties irrevocably submit to the exclusive jurisdiction of any Federal court having jurisdiction over Jacksonville County, Florida, or state court sitting in Jacksonville County, Florida, over any suit, action or proceeding arising out of or relating to this Agreement."

- Notice under Section 16.1 shall be as follows:

FOR DUVAL TAX COLLECTOR:

Debra Doran
Chief Financial Officer
Jim Overton, Duval County Tax Collector
231 E Forsyth St, Ste 208
Jacksonville, FL 32202

FOR BANK:

Todd Morley
Wells Fargo Bank N.A.
800 North Magnolia Ave., 7th Floor
Orlando, FL 32803
MAC: Z0244-071

If the Duval Tax Collector is in agreement with the terms described in this letter, please sign below authorizing acceptance. Upon execution by the Duval Tax Collector's authorized signatory, this letter, along with the Hillsborough BSA and the other exhibits referenced herein and incorporated herein, will represent the banking services contract between Wells Fargo Bank, N.A. and Duval County Tax Collector.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

The Duval County Tax Collector

By: _____

Date approved: _____

Attest:

By: _____

Wells Fargo Bank, N.A.

Todd Morley

By: _____

Date approved: 5/18/2020

Doran, Debra

From:	lynn.nieves@wellsfargo.com
Sent:	Thursday, March 12, 2020 12:09 PM
To:	Doran, Debra; Kniceley, Jennifer
Cc:	todd.morley@wellsfargo.com; brandon.franklin1@wellsfargo.com
Subject:	Duval County Tax Collector - Price List reflecting Hillsborough County's RFP Pricing
Attachments:	Duval County Tax Collector Piggyback Price list based piggybacking on Hillsborough County contract.pdf

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Happy Thursday Debra and Jennifer!

As promised, attached you will find the pricing schedule using the services utilized by the Tax Collector's office. The items highlighted in yellow are items where an equivalent service was not quoted on the Hillsborough County RFP. In the case of those services that were not quoted in the Hillsborough County RFP pricing, we have quoted the current pricing paid by the Tax Collector for those services.

We trust the above addresses the request posed, and as always if we can be of further assistance, please let us know.

Lynn C. Nieves, MBA, CTP

Senior Vice President
Treasury Management Consultant
Treasury Management & Payment Solutions
Government Banking

Wells Fargo Bank, N.A. | 100 S Ashley Drive, 8th Floor | Tampa, FL 33602 | MAC Z0307-085
Tel 813-225-4338 | Cell. 813-468-4921 | Fax. 813-225-4450 | lynn.nieves@wellsfargo.com

For customer service or assistance with CEO
Please call our Treasury Management Client Services Team at 1-800-AT-WELLS (1 800 289-3557) or email 1800ATWELLS@wellsfargo.com

ATTENTION. This e-mail may contain an advertisement or solicitation for products and services If you wish to unsubscribe from marketing e-mails like this in the future, forward this email to navigatingcompliance@wellsfargo.com and type "Unsubscribe" in the subject line Unsubscribing to marketing e-mails will not affect delivery of important service messages regarding your accounts that we may need to send you or preferences you may have previously set for other e-mail services. Wells Fargo Bank, N.A.

WELLS FARGO

Wells Fargo Treasury Management Proposal

Duval County Tax Collector Piggyback Proposal with Hillsborough County

Review based on Tax Collector's December 2019 services used

WF Code	AFP Code	Service Description	Hillsborough County Price
		Other Non TM	
IAMIB	000230	RECOUPMENT MONTHLY IB	0.00000
		Subtotal	
		ACH Fraud Filter	
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	10.00000
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	0.00000
		Subtotal	
		ACH Origination	
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	0.00000
ES280	250000	ACH MONTHLY BASE	15.00000
ES211	250102	ACH ONE DAY ITEM	0.02000
ES210	250102	ACH TWO DAY ITEM	0.02000
ES216	250102	ACH SAME DAY	0.06000
ES206	250120	ACH ORIGINATED - ADDENDA REC	0.00000
06505	250302	ACH RETURN ADMIN -ELECTRONIC	0.50000
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE (ACH Transmission)	5.00000
ES801	250501	ACH TRANSMISSION CHARGE	5.00000
34377	250000	ACH PAYMENTS BASE FEE (ACH Monthly Fee)	15.00000
ACH1D	250102	ACH PAYMENTS ONE DAY ITEM (ACH One Day)	0.02000
ACHYD	250102	ACH PAYMENTS SAME DAY ITEM (ACH Same Day)	0.06000
ACH2D	250102	ACH PAYMENTS TWO DAY ITEM (ACH Two Day)	0.02000
ES481	250302	ACH NOC - INFO REPORTING ADVICE	0.50000
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT	0.00000
34285	250703	CEO ACH HYP ITM DET INQ - PER ITEM	0.00000
		Subtotal	
		ACH Receive	
ES344	250202	ACH RECEIVED ITEM	0.00000
		Subtotal	
		Account Reconcilement	
DS322	200120	ARP PARTIAL RECONCILIATION - ITEM	0.04000
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00000
12061	200020	ARP MONTHLY BASE - PARTIAL	20.00000
12604	200306	ARP OPTIONAL REPORTS	0.00000
12379	200201	ARP PART POSITIVE PAY ISSUE - ITEM	0.00000
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	5.00000
12707	100610	DEPOSIT LOCATION REPORTING - ITEM	0.03000
		Subtotal	
		Cash Vault	
08173	100100	CV CASH ONLY OR CHECK ONLY DEPOSIT	1.50000
08189	100141	CASH VAULT CASH ORDER-TOUCHTONE	1.00000
08071	100111	CASH VAULT COIN DEP-PARTIAL/MIX BAG	3.50000
08067	100113	CASH VAULT COIN DEPOSIT-STD BAG	3.50000
08115	100146	CASH VAULT COIN FURNISHED-STD BOX	3.50000
08416	100199	CASH VAULT CURRENCY FURNISHED	0.00350
08290	100199	CASH VAULT CURRENCY/COIN DEPOSITED	0.00100
08160	100501	CASH VAULT DEPOSIT ADJUSTMENT	1.00000

WF Code	AFP Code	Service Description	Hillsborough County Price
08132	100100	CASH VAULT MONTHLY BASE	0.00000
08374	100701	CASH VAULT TRANS RECAP RPT-EMAIL	0.00000
08377	100701	CASH VAULT TRANS RECAP RPT-FAX	0.00000
		Subtotal	
		Desktop Deposit/Electronic Check	
741	100220	WF ELEC DEPOSIT-DEPOSITED ITEM ONUS	0.01500
746	100224	WF ELEC DEPOSIT-DEPOSITED ITEM	0.02500
790	100230	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	1.00000
		Subtotal	
		E-BOX	
ED515	059999	E-BOX PAYMENT RETURN (E-Box Manual Return)	0.25000
ED516	059999	E-BOX PAYMENT REVERSED	0.25000
ED523	050030	E-BOX DAILY DETAIL REPORT-MO BASE	0.00000
ED500	050030	E-BOX MONTHLY MAINT (W/CROSS REF)	50.00000
ED470	059999	E-BOX PAYMENT	0.05500
ED521	050030	E-BOX REPORTING PACKAGE MTHLY BASE	55.00000
ED524	050030	E-BOX REVERSAL REPORTING MTHLY BASE	25.00000
		Subtotal	
		EDI Reporting	
34240	300010	CEO EDI PMT DETAIL SUBSC MO BASE	0.00000
		Subtotal	
		General Account Services	
22051	010000	ACCT MAINTENANCE	5.00000
CK021	010100	DEBITS POSTED	0.05000
CK018	250201	ELECTRONIC CREDITS POSTED	0.05000
08025	100015	MISCELLANEOUS CREDITS POSTED	0.15000
		Subtotal	
		General Disbursement Services	
22030	150412	STOP PAYMENT - AUTO RENEWAL	0.00000
12678	150300	MICR CHECK REJECTS OVER 2%	0.00000
12670	150410	STOP PAYMENT - ONLINE	6.50000
22202	150100	DDA CHECKS PAID	0.05000
		Subtotal	
		Global Check Clearing	
IL152	609999	DEPOSITED CHECK ON CANADIAN BANK	0.04000
		Subtotal	
		Image Delivery	
DS255	151399	WELLSIMAGE PAID CHECK PER ITEM	0.02000
27707	400340	CEO SEARCH	0.00000
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	0.00000
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	0.00000
22020	151350	WELLSIMAGE PAID CHECK MONTHLY BASE	60.00000
22015	151353	WELLSIMAGE PAID CHECK PER CD	5.00000
		Subtotal	
		Incoming Wire Transfers	
ES030	350300	WIRE IN - DOMESTIC	4.00000
ES076	350310	WIRE IN XBDR - USD OR FX	4.00000
18030	350330	WIRE IN REPAIR SURCHARGE	9.00000
		Subtotal	
		Information Reporting	
34123	40022Z	CEO EVENT MESSAGING SERVICE - EMAIL	0.00000
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	0.00000

WF Code	AFP Code	Service Description	Hillsborough County Price
34120	400055	CEO INTRADAY REPORTING MAINTENANCE	15.00000
34115	400272	CEO PREV DAY REPORTING ITEMS LOADED	0.00000
34100	400052	CEO PREV DAY REPORTING MAINTENANCE	15.00000
34253	400800	INFO REPORTING HISTORY STORAGE 120	0.00000
		Subtotal	
		Paper Checks Deposited	
001	100220	DEPOSITED CHECKS - ON US	0.04000
002	100225	DEPOSITED CHECK	0.04000
311	100225	WHOLESALE LOCKBOX - DEPOSITED CHECK (PAPER DEPOSITED CHECK ON US OR DEPOSITED CHECK)	0.04000
		Subtotal	
		Positive Pay	
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.02000
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	0.00000
12908	150310	POS PAY CHECKS WITH NO ISSUE RECORD	0.00000
12505	150222	POSITIVE PAY EXCEPTION CHECKS RETND	0.00000
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	0.00000
12907	150030	POSITIVE PAY MONTHLY BASE	0.00000
		Subtotal	
		Receivables Manager	
28006	300200	REC MGR OR E-BOX TRANSMISSION	2.50000
28006	300200	REC MGR OR E-BOX TRANSMISSION	2.50000
		Subtotal	
		Returned Items	
CK062	100416	CEO RETURN ITEM RETRIEVAL-IMAGE	0.00000
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000
CK061	100400	RETURN ITEM - CHARGEBACK	1.50000
CK069	100401	RETURN ITEM SPECIAL INSTRUCTIONS	0.00000
CK081	100401	RETURN ITEM SPECIAL INST MTHLY BASE	0.00000
CK075	100402	RETURN ITEM REDEPOSITED	1.00000
34239	100430	CEO RETN ITEM SUBSCRIPTION OPT DETL	0.00000
34235	100416	CEO RETN ITEM SUBSCRIPTION PER ACCT	0.00000
34237	100416	CEO RETN ITEM SUBSCRIPTION PER ITEM	0.00000
		Subtotal	
		SUBACCOUNTING	
DS585	010021	SUBACCOUNT MAINTENANCE	5.00000
		Subtotal	
		Wholesale Lockbox	
34222	05031Z	LOCKBOX CEO SUBSCRIPTION PER ITEM	0.00000
34220	05031Z	LOCKBOX CEO SUBSCRIPTION MTHLY BASE	0.00000
		Subtotal	
		Wires Origination and Reporting	
34212	400340	CEO WIRE INQUIRY DETAIL - PER ITEM	0.00000
34205	400003	CEO WIRE XFR DETAIL US ACCT MO BASE	0.00000
34207	400274	CEO WIRE XFR DETAIL US ACCT ITEM	0.00000
		Subtotal	
Earnings Credit Rate			**Target Fed Funds minus 30 bps**
Interest Rate on excess balances			**Target Fed Funds minus 30 bps**

Items highlighted in yellow were not quoted on the Hillsborough County RFP, and the proposed pricing for those line items is based on the current price for the Duval County Tax Collector's office.

			Hillsborough
WF	AFP		County
Code	Code	Service Description	Price

This proposal was created for you based on your requirements and the services you expressed interest in. This document confirms the deposit and treasury management services and the prices that we plan to provide you based on certain assumptions including, projected volumes and other relevant information that you provided and the deposit and treasury management services you selected.

The pricing is subject to change if the actual volume and/or scope of services differ from the assumptions upon which the pricing estimate was based.

Services utilized but not listed in the above schedule or the Hillsborough County RFP pricing will be priced and appear in their monthly analysis statement, it is the responsibility of the Tax Collector's office to review their analysis statements and notify their Wells Fargo Representative of any discrepancies on a timely basis.

Please let us know if you believe this document does not accurately represent the prices or services you agreed to. For additional service definitions, please contact your Treasury Management Sales Consultant or visit: **www.wellsfargo.com/accountanalysis**

This document is a confidential pricing agreement between Wells Fargo Bank and the Customer. Neither party has the right to share this information with any entity or entities outside of their organization, without the permission of the other party.

BANKING SERVICES AGREEMENT

This Banking Services Agreement (this "Agreement") is entered into as of this 1st day of December, 20 19, by and between Pat Frank, **CLERK OF COURT & COMPTROLLER, HILLSBOROUGH COUNTY, FLORIDA ("Clerk") and Wells Fargo Bank, N.A. ("Bank").**

Recitals

WHEREAS, Clerk has requested that Bank provide certain banking and treasury management services (collectively, the "Services" or sometimes alternatively called the "Banking Services" or "Minimum Services") to the Clerk pursuant to the terms of Request for Proposal 02/19 dated June 5, 2019 ("RFP"); and

WHEREAS, Bank submitted a proposal dated July 12, 2019, ("Bank's Proposal") in response to the Clerk's RFP and through its Bank's Proposal offered to provide certain Banking Services to Clerk as described in the Bank's Proposal, and Clerk has agreed to accept the Banking Services, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, Bank and Clerk hereby agree as follows:

Agreement

1. Services Documentation. Bank shall provide, and Clerk shall accept, the Services pursuant to the terms and conditions of the "Service Documentation" which includes:

1.1 This Agreement;

1.2 Bank's Proposal, which includes the Bank's Prices and Services Chart; information in response to Part III of the RFP contained in paragraphs "C" through "JJ"(except

"GG"); Attachments 1 through 31, each of which is information provided as part of the Service Description for each Service (each, a "Service Description" or collectively the "Service Descriptions", except Attachment 5 which is a list of proposed Deviations; and sample contracts/agreements in Attachment 28 which are representative of standard forms that further define the various Services described in the Bank's Proposal, except for sections of the Commercial Account Agreement to the extent that it directly conflicts with other provisions within the Bank's Proposal.

1.3 The Clerk's RFP, specifically all of the Standard Terms and Conditions contained in Part II, paragraph "E" of the RFP, except subparagraphs 2,6, 16, 21, 22, 23, 24, 26, 30, 34, and 36.

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above.

The Service Documentation constitutes the entire agreement between Bank and Clerk and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding Banking Services. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Services: Additional Services. Bank has agreed to provide the Banking Services for the prices set forth in Bank's Proposal on the Prices and Services Chart. To the extent any services or pricing terms are not included on the Prices and Services Chart, such services are not applicable unless mutually agreed to in writing by the Clerk prior to implementing such services, and in no event shall the Bank charge the Clerk for any services except as specifically set forth in the Prices and Services Chart set forth in the Bank's Proposal.

If Clerk requests and Bank agrees to provide additional services after the date of this Agreement, the additional services and the pricing for the additional services shall be established in a separate written agreement that shall become part of the Service Description, and the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

Clerk reserves the right to negotiate with the Bank additions, deletions, changes or clarifications to the provisions of this Agreement as may be necessitated by law or changed circumstances.

3. Changes to Services or Service Documentation.

3.1 Changes. Bank may not change the Services and/or terms in the Service Documentation during the Term of this Agreement without the prior written consent of the Clerk; provided, however, that such consent will not be required for any modifications that are required by applicable law, rule or regulation, in which case, Bank will make commercially reasonable efforts to provide the Clerk with prior notice of such modification and engage in good faith negotiations with the Clerk to address the Clerk's concerns, if any. Notwithstanding the foregoing, if the Bank has decided to discontinue a Service or certain Services as a global business decision and will no longer offer the Services to any customers of the Bank, then the Bank shall provide the Clerk with an alternative and comparable service to satisfy the Clerk's needs at comparable rates to those currently paid for the discontinued Service for the remainder of the Term of this Agreement. Bank may change the Services and/or terms in the Service Documentation at any time upon prior written notification and Bank will use best efforts to notify Clerk of any substantive changes. If Clerk discontinues using the affected Service before the change becomes effective, it will not be bound by the change. If Clerk continues to use a Service after the change becomes effective, it will be bound by the change.

3.2 Account Charge-Backs. To the extent any Service Documentation gives the Bank the authority to debit or charge-back any Clerk account to debit, correct or reverse entries, the Clerk shall specify the account to be debited or charged and will ensure that such account is sufficiently funded to cover any such debits or charge-backs, and the Bank agrees not to charge-back or debit any other Clerk account.

4. Term and Termination.

4.1 Term. This Agreement and all Services will continue in effect for three (3) years. The Clerk and Bank may mutually agree in writing to extend this Agreement for two (2) consecutive option periods of one (1) year each, for a possible five (5) year term, unless terminated sooner in accordance with the Service Documentation. In the event of a termination under the preceding sentence, Bank shall accommodate the Clerk for a six (6) month transition period to allow the Clerk to transition its business to another service provider

4.2 Termination by Clerk.

4.2.1 Annual Appropriations. The Clerk's performance and obligation to pay under this Agreement are contingent upon the availability of funds appropriated by the Legislature and/or Hillsborough County. In the event funds are not appropriated, the Clerk shall notify Bank of such occurrence and this Agreement shall terminate on the last day of the current fiscal year without penalty or expense to the Clerk.

4.2.2 General. The Clerk will have the right to terminate this Agreement for any reason without incurring any liability by providing one hundred and eighty (180) days written notice to Bank.

4.2.3 Default. If Bank is in default in the performance of Services and after written notice of default by the Clerk, Bank fails to cure the default all in accordance with the terms of paragraphs 13, 14 and 15 below, the Clerk may terminate this Agreement.

4.2.4 Bank Insolvency. The Clerk may terminate this Agreement immediately by providing written notice to Bank without prejudice to any other right of action or remedy if Bank becomes insolvent or becomes financially unable to carry out its obligations under this Agreement.

4.3 Termination by Bank.

4.3.1 Default. If (a) the Clerk is in default of its payment obligations under the Service Documentation and after written notice of default by Bank, the Clerk fails to cure the default by making full payment within fifteen (15) days or (b) the Clerk is in default of other obligations under the Service Documentation and after written notice of default by Bank, the Clerk fails to cure the default within days (30) days, then Bank may terminate this Agreement.

4.3.2 Clerk Insolvency or Bankruptcy. Bank may terminate this Agreement immediately by providing written notice to the Clerk without prejudice to any other right of action or remedy if the Clerk becomes (a) insolvent, (b) financially unable to carry out its obligations under this Agreement, or (c) subject to a petition under the U.S. Bankruptcy Code.

4.3.3 Legal or Regulatory Basis. Bank may terminate this Agreement if required by applicable law, rule or regulation, or any policy, order or mandate of any judicial or governmental body having jurisdiction over Bank.

4.3.4 General. The Bank will have the right to terminate this Agreement for any reason without incurring any liability by providing one hundred and eighty (180) days written notice to Clerk.

5. Services; Fees; Invoices.

Clerk shall pay Bank the fees for the Services as set forth herein. Under no circumstances shall the Bank debit any account for banking services, supply fees or any other charges, fees, or expenses. All charges, fees and expenses must be invoiced to the Clerk.

Irrespective of any language included within the Bank's Proposal and Service Documentation, regarding the establishment of fees, including special fees, service charges and service fees whether or not in the schedule of fees attached to an agreement, the fees payable to the Bank shall be limited to those fees and credits set forth on the Bank's Proposal and Prices and Services Chart, unless otherwise agreed between the Bank and the Clerk. Notwithstanding the foregoing, if Clerk requests and Bank agrees to provide additional services after the date of this Agreement, which are governed by additional service descriptions, pricing or other documents, the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

Prices, including recoupment fees, shall remain firm and fixed for the Term of this Agreement, excluding any option or extension term, provided however, the Bank may offer incentive discounts to the Clerk at any time during the Term, including any renewal or extension thereof. Clerk and Bank shall negotiate new pricing during any renewal or extension term, provided that the fees applicable under this Agreement as set forth on the Bank's Proposal and Prices and Services Chart shall apply during any period of negotiation (not to exceed six (6) months unless otherwise agreed to between Clerk and Bank) and during any six (6) months transition period if the Agreement has been terminated.

6. Confidential Information.

6.1 Bank's Confidential Information. If applicable, and unless otherwise provided in the Service Documentation, all software provided to Clerk constitute Bank's or its vendor's confidential information ("Bank's Confidential Information"), and Clerk will not acquire any ownership interest in or rights to Bank's Confidential Information as a result of Clerk's use of any Service. Clerk will (a) maintain the confidentiality of the Bank's Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Clerk's employees who have a need to use the Bank's Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any of the Bank's Confidential Information. Clerk will notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any of the Bank's Confidential Information. If Clerk (or its employees or agents) is responsible for the Unauthorized Use, Clerk will, at its expense, if directed by Bank in lieu of Bank taking such action itself, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Bank's Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use. Any business, technical or other non-public or proprietary information relating to Bank or its Affiliates that Bank discloses to Clerk or is acquired by Clerk or its Personnel in the course of the Authorized Purpose, regardless of the medium of conveyance (directly or indirectly, and whether in oral, written, graphic, electronic, or any other form, or through inspection, review, or analysis), whether the information is marked "confidential" or with other words of a similar nature, or is actually known by Clerk to be Bank's confidential or proprietary information, or Clerk should reasonably understand from all the relevant circumstances is confidential or of a proprietary nature; (ii) information relating to Bank's, its Affiliates', or its suppliers' computer

systems and architecture, security systems and procedures, or Personnel; and (iii) its customer/consumer information ("Customer/Consumer Information"), which includes data regarding any (A) current, prospective or former customer of Bank or any Affiliate, whether an individual, business entity, governmental unit or otherwise, (B) consumer of Bank or any Affiliate, (C) nonpublic personal information of Bank or any Affiliate regarding its customers or consumers (within the meaning of Title V of the Gramm-Leach-Bliley Act and its implementing regulations), or (D) information subject to the Fair Credit Reporting Act and any regulations or guidelines adopted thereunder or any similar law or regulation.

6.2 Clerk's Confidential Information. Unless otherwise provided in the Service Documentation, all works developed for the Clerk as a result of the Services performed hereunder, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Clerk in connection with the Services performed under this Agreement, made or developed by the Bank or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Clerk holds the proprietary rights, constitute Confidential Information of the Clerk (the "Clerk's Confidential Information") and Bank will not acquire any ownership interest in or rights to the Clerk's Confidential Information, and the Clerk's Confidential Information may not, without the prior written consent of the Clerk, be used by the Bank or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Clerk, unless required by law. In addition to the foregoing, information protected from disclosure by statute, and third party information that the Clerk is required to maintain as confidential shall be considered Confidential Information and shall be subject to all the requirements stated herein. The Confidential Information shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement. The Bank and its employees, agents, subcontractors, or suppliers will (a) maintain the confidentiality of the Clerk's Confidential Information in accordance with all

applicable laws; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense, sell, publish, display, license or otherwise make any of the Confidential Information available to any person or entity (including without limitation, any of the Clerk's customers personal or financial data), other than Bank's employees who have a need to use the Clerk's Confidential Information in connection with the applicable Service; (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of the Clerk's Confidential Information or mine the Clerk's data or the personal or financial data of the Clerk's customers or employees; and (d) Wells Fargo will use or disclose Confidential Information only as permitted or required by this agreement, or as required by law or regulatory authority. Where the disclosure is required by law, Wells Fargo will provide notice to Clerk except where such notice is legally prohibited.

To the extent allowed by Florida Statutes, Chapter 119, all written and oral information not in the public domain or not previously known, and all information and data obtained, or supplied by the Clerk, or at its expense, will be considered to be Clerk's Confidential Information and subject to the terms of this Agreement. Bank understands that it and its subcontractors may access confidential data during the Term of this Agreement that is protected from disclosure under state and federal laws. Bank agrees to maintain said confidentiality in accordance to all applicable state and federal laws regarding privacy and confidentiality.

"Security Breach" means unauthorized use or disclosure of Confidential Information. In the event of a Security Breach, Bank will (i) promptly conduct a reasonable investigation of the Security Breach; (ii) take reasonable action to mitigate the impact of such Security Breach, (iii) provide notice to Clerk of the Security Breach using the contact information identified promptly and in any event within five (5) business days after the Bank determined such Security Breach; (iv) if requested by Clerk, provide notice to individual whose Confidential Information was exposed, where notice is legally required or there is a reasonable risk of harm to individuals or entities whose information was the subject of the Security Breach, the content of such notice to

be reasonably agreed upon by Bank and Clerk; and (v) engage in discussion with Clerk regarding any legally required notice regulators, or the media, including whether Bank or Clerk will give notice and the content and timing of such notice.

Bank shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to the Clerk's Confidential Information of their obligation to keep such information confidential. In addition, Bank agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Clerk's Confidential Information. It is understood and agreed that in the event of a breach of this Section, damages may not be an adequate remedy and either Party may be entitled to injunctive relief to restrain any such breach or threatened breach, and the court shall make such determination. Unless otherwise requested by the Clerk, upon the completion of the Services performed hereunder, the Bank shall immediately turn over to the Clerk all such Clerk Confidential Information existing in tangible form, and no copies thereof shall be retained by the Bank or its employees, agents, subcontractors or suppliers without the prior written consent of the Clerk; provided, however, that Bank may retain such copies as are required by applicable law or in accordance with its customary record retention practices and procedures.

6.3 Excluded Information. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Nothing herein shall prevent either party from disclosing the records, including this Agreement and any amendments thereto, and other records as required by law in response to a public records request pursuant to Florida Statutes, Chapter 119, or in response to any legal proceeding arising from or in connection with this Agreement or disclosing the information to a

federal or state governmental entity as required by law or otherwise in connection with a public records request in accordance with applicable law.

7. Representations and Warranties. In addition to any other representations set forth elsewhere in this Agreement, the parties respectively make the representations and warranties set forth in this Section 7.

7.1 Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all jurisdictions where such party is qualified to do business; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so.

7.2 Clerk warrants it will not use any Service in a manner which knowingly violates any applicable federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration. Bank warrants that in providing the Services under this Agreement and the Service Documentation, it will not violate any applicable federal or state law.

7.3 If Clerk employs an agent in connection with its use of any Service and the Clerk has provided written notification to Bank authorizing such agent to act, Clerk represents and warrants to Bank that (a) such agent is duly authorized to act on behalf of the Clerk and (b) Clerk will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Bank regarding Clerk's use of a Service from Clerk's agent will be deemed to be a communication from Clerk, and Clerk authorizes Bank to communicate with Clerk's agent regarding any such communication or Service.

7.4 If Bank employs an agent or third party service provider in connection with providing the Services under this Agreement and the Service Documentation, Bank represents and warrants to Clerk that (a) Bank's governing body has duly authorized the agent or third party service provider, and (b) Bank will exercise appropriate controls to ensure each agent and third party service provider so authorized does not exceed the authority so granted to it. Any communication to Clerk from Bank's agent or third party service provider will be deemed to be a communication from Bank, and Bank authorizes Clerk to communicate with Bank's agent or third party service provider regarding any such communication or Service.

7.5 Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

7.6 Bank warrants that it has reviewed the Clerk's requirements and has asked such questions and conducted such other inquiries as the Bank deems necessary in order to determine the price of the Services as set forth in the Pricing Schedule.

7.7 Bank represents and warrants that it is FDIC insured, and meets the criteria set forth in Florida Statutes, Chapter 280, the Florida Security for Public Deposits Act. Clerk deposits in excess of FDIC or coverage shall be fully collateralized as described in Chapter 280, Florida Statutes. During the Term of this Agreement, the Bank shall have a physical presence in Hillsborough County, Florida, and maintain minimum regulatory capital in excess of Five Hundred Million ($500,000,000.00) Dollars. Proof of the requisite insurance, collateralization, and capital requirements shall be produced by the Bank to the Clerk upon request. The Bank's failure to comply with this Subsection shall constitute grounds for immediate termination of this Agreement.

7.8 Bank represents and warrants that it does not have a conflict of interest in entering into this Agreement and the Service documentation, which would have a material negative impact on the provision of Bank's services to the Clerk.

7.9 Bank represents and warrants that all of the information and representations provided to Clerk in Part III, paragraphs "C" through "JJ" (excluding "FF") and all information contained in the Attachments (excluding Attachment 4) which form a part of Bank's Proposal are truthful and accurate and constitute performance warranties by the Bank for the performance of the Services to the Clerk, as described in this Agreement.

8. Liability and Reimbursement: Indemnification.

8.1 Bank will perform each Service in accordance with all applicable laws and reasonable commercial standards applicable to Bank's business; laws, regulations and operating circulars governing the activities of Bank; applicable funds transfer system(s) and clearinghouse rules; and the Service Documentation.

8.2 Bank is under no obligation to honor, in whole or in part, any entry, file, batch release, transfer instruction, payment order, transaction or instruction that (a) exceeds the available balance in Clerk's account, unless otherwise provided in the Service Documentation; (b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to Clerk; (c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Clerk's protection, or involves funds subject to a hold, dispute, restriction or legal process except as otherwise provided in the Service Documentation; or (d) would possibly result in Bank violating any applicable rule or regulation of any federal or state regulatory authority including without limitation any Federal Reserve guidelines such as the limitations on Bank's intra-day net funds position.

8.3 All uses of Services through Clerk's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Clerk except as otherwise provided in the Service Documentation. Clerk's failure to protect Codes may allow an unauthorized party to (a) use the Services, (b) access Clerk's electronic communications and financial data, and (c) send or receive information and communications to Bank. Except as otherwise provided in the Service Documentation, the Clerk assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions, unless directly caused by Bank's negligence or willful misconduct.

8.4 Clerk will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Clerk will cooperate fully with Bank in recovering a loss. If Clerk is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Clerk. Similarly, Bank will promptly furnish written proof of loss to the Clerk and notify the Clerk if it becomes aware of any third party claim related to a Service or the transactions contemplated under this Agreement or the Service Documentation. Bank will cooperate fully with the Clerk in recovering a loss. If Bank is reimbursed by or on behalf of the Clerk, the Clerk or its designee will be subrogated to all rights of the Bank.

8.5 Bank shall at all times hereafter indemnify and hold harmless, the Clerk, and her senior staff, and all other employees, agents, servants and instrumentalities (collectively the "Indemnified Parties" and individually an "Indemnified Party") from and against any and all claims, losses, demands, liability, suits, judgments, awards, interest, attorney's fees and costs (inclusive of costs of defense) whatsoever (collectively, "Losses") arising out of, resulting from, caused by or alleged to be caused by, or relating to the Bank's performance of, or failure to perform the Services or provide the products provided under this Agreement or the Service Documentation or arising out of or resulting from any operations performed by the Bank, its officers, employees, agents, directors, subcontractors, attorneys or any third party acting on its

behalf which are, in each case, caused or alleged to be caused, in whole or in part by the negligent or intentional acts or omissions 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 any Indemnified Party, including without limitation, any and all Losses sustained by any person or property. 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 shall pay all Losses in connection therewith and shall investigate and at the Clerk's election, as aforesaid, defend all claims, suits or proceedings, and shall pay all Losses which may issue therefrom. Bank expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Bank shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties. In the event any lawsuit or other proceeding is brought against the Clerk by reason of any such claim, cause of action or demand, Bank shall, upon written notice from the Clerk, resist and defend such lawsuit or proceeding by counsel satisfactory to the Clerk, as applicable, or, at the Clerk's option, pay for an attorney selected by the Clerk to defend the Clerk as applicable. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Clerk, any sums due Bank under this Agreement may be retained by the Clerk, respectively until all of Clerk's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the Clerk.

8.6 The Bank further agrees to indemnify and save harmless the Indemnified Parties, against any claims or liability arising from or based upon the violation of any applicable law in connection with the Services provided pursuant to this Agreement by the Bank its agents, subcontractors, servants or employees, except to the extent such claims or liability are caused by

the gross negligence or willful misconduct of the Indemnified Parties. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement.

8.7 In no event will either party to this Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action or the legal theory on which it is based.

8.8 EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 8.8, IN NO EVENT SHALL CLERK INDEMNIFY OR HOLD HARMLESS OR INSURE OR ASSUME LIABILITY FOR THE ACTS, OMISSIONS TO ACT OR NEGLIGENCE OF THE BANK OR ANY EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SUBCONTRACTORS OR ANY PERSON OR ENTITY ACTING ON BANK'S BEHALF REGARDLESS OF WHAT IS SET FORTH IN THIS AGREEMENT OR THE SERVICE DOCUMENTATION AND REGARDLESS OF ANY LANGUAGE IN A PREPRINTED FORM STATING OTHERWISE. THE TERMS OF THIS SECTION 8.8 AND THE RFP SHALL PREVAIL AND ARE SUPERIOR TO ANY PREPRINTED FORMS INCLUDING BUT NOT LIMITED TO PREPRINTED FORMS THAT ARE SIGNED OR INITIALED BY CLERK'S EMPLOYEES OR OFFICERS SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT. Clerk shall reimburse Bank, and its agents, servants, directors, officers, and employees for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever kind or nature arising out of or related to Clerk's gross negligence, fraud, or willful misconduct in performing services pursuant to this Contract by Clerk or its directors, officers, agents, servants, or employees including but not limited to expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise; provided, however, that the

obligations of Clerk hereunder shall not apply to the extent of the fault or negligence of an agent or employee of Bank.

9. Patent and Copyright Information.

The Bank warrants that all documentation and any other information furnished hereunder ("Deliverables") including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Bank shall be liable and responsible for any and all claims made against the Clerk for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with the Services performed hereunder, or the Clerk's continued use of the Deliverables furnished hereunder. Accordingly, the Bank at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Indemnified Parties and defend any action brought against any Indemnified Party with respect to any such claim, demand, cause of action, debt, or liability. Notwithstanding the foregoing, Bank will have no liability for infringement based on (i) any unauthorized alteration or modification of the Services or Deliverables by any party other than Bank, (ii) the Clerk's use of the Services or Deliverables in any manner other than as permitted under the Service of Documentation, or (iii) the Clerk's use of the Services or Deliverables in combination with any equipment or software not authorized by Bank or reasonably intended for use with the Services or Deliverables. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement.

The Bank shall be solely responsible for determining and informing the Clerk whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright

infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Bank shall enter into agreements with all supplier and subcontractors at the Bank's own risk. The Clerk may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Clerk's judgment, use thereof would delay the Services or be unlawful.

The Bank shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Services.

10. Performance.

10.1 Bank shall provide the Services described in the Service Documentation in a competent and professional manner satisfactory to the Clerk in accordance with the terms and conditions set forth in the Service Documentation. Clerk shall be entitled to satisfactory performance of all Services described herein and to full and prompt cooperation by the Bank in all aspects of the Bank's performance. At the written request of the Clerk (email shall be sufficient) and which shall include the reasons for such request, and following failure of the Bank to adequately address the issues raised by the Clerk to the Clerk's satisfaction, the Bank shall make employee adjustments necessary to adequately address any issues raised by the Clerk.

11. Quality Assurance; Record Keeping; Audits; Assumptions.

11.1 Quality Assurance; Record Keeping. The Bank shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Service Documentation. The Bank and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of seven (7) years from the date of the creation of each particular record or other document. Adequate records to justify all charges, expenses, and costs incurred in performing the Services must be attached to all invoices

submitted to the Clerk by the Bank. The invoices must be reviewed and approved by the Clerk. The authority and right is granted to the Clerk to review and audit any of vendor's records reasonably necessary to determine accuracy and appropriateness of invoices billed to, or revenues credited to, the Clerk accounts.

11.2 Audit. The Clerk, or its duly authorized representatives or any other duly authorized governmental agency shall, until the expiration of five (5) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Bank's books, documents, papers and financial records and of its subcontractors and suppliers which apply to all matters of the Clerk. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement. Additionally, for the sake of clarity, nothing in the Agreement authorizes Clerk to have any on-site access to any of Bank's secure data, computer systems, networks architecture, information security systems and procedures or secure facilities.

12. Bank's Insurance. At all times during the term of this Agreement, including any and all option years or extension periods, Bank shall maintain insurance coverage meeting the requirements set out in the RFP, subject to the exceptions and modifications noted in the Bank's Proposal. Bank shall provide evidence of such insurance to the Clerk in accordance with the requirements of the RFP, subject to the exceptions and modifications noted in the Bank's Proposal.

13. Events of Default.

13.1 Events of Default. An Event of Default shall mean a breach of this Agreement by the Bank or Clerk. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

(a) the Bank has not performed the Services or provided any deliverables on a timely basis, in each case, in accordance with the terms of the Service Documentation;

(b) the Bank has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled staff personnel to perform the Services in accordance with the terms of the Service Documentation;

(c) the Bank has failed to make prompt payment to Subcontractors or suppliers for any Services;

(d) the Bank has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Bank's creditors, or the Bank has taken advantage of any insolvency statute or debtor/creditor law or if the Bank's affairs have been put in the hands of a receiver;

(e) the Bank has failed to obtain the approval of the Clerk where required by this Agreement;

(f) the Clerk is in default of its payment obligations under the Service Documentation and after written notice of default by Bank, the Clerk fails to cure the default by making full payment within fifteen (15) days;

(g) the Clerk is in default of other obligations under the Service Documentation and after written notice of default by Bank; or

(h) the Bank or Clerk has failed in the representation of any warranties stated herein.

13.2 Uncertainty. In the event the Clerk shall terminate this Agreement for default, the Clerk or its designated representatives, may request to take possession of all applicable materials, products, documentation, reports and data, pertaining specifically to work or Services performed under this Agreement, including without limitation, copies of all financial data, checks and merchant card information, and Bank will promptly provide such applicable materials, products, documentation, reports and data, subject to Bank's record retention policies.

14. Notice of Default; Opportunity to Cure; Termination.

If an Event of Default occurs, in the determination of the party that is declaring a default (the "Declaring Party), the Declaring Party may so notify the other party (the "Defaulting Party") ("Default Notice"), specifying the basis for such default, and advising the Defaulting Party that such default must be cured immediately or this Agreement may be terminated. Notwithstanding, the Declaring Party may, in its sole discretion, allow the Defaulting Party to rectify the default to the Defaulting Party's reasonable satisfaction within a thirty (30) day period. The Declaring Party may grant an additional period of such duration as the Declaring Party shall deem appropriate without waiver of any of the Declaring Party's rights hereunder, so long as the Defaulting Party has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Declaring Party prescribes. The Default Notice shall specify the date the Defaulting Party shall discontinue the Services upon the Termination Date.

15. Remedies in the Event of Default.

If an Event of Default occurs, the Defaulting Party shall be liable for all damages resulting from the default, including but not limited to direct damages, but excluding any consequential, punitive or pecuniary damages. The Defaulting Party shall also remain liable for any liabilities and claims related to the Defaulting Party's default, subject to the terms of this Agreement.

16. Miscellaneous.

16.1 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, and sent to the other party by mail, personal delivery, or electronic transmission; provided, that legal notices to the Clerk will be sent by mail or personal delivery to the addresses set forth below, and transactional notices and alerts may be sent to the Clerk by mail or electronic transmission. Any notice from either party will be effective when actually received by the other party. Bank will be entitled to rely on any notice from Clerk that it believes in good faith was authorized by an authorized representative of Clerk and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it. Each party may at any time designate a new address and/or contact person by giving notice to the other party. Such notices shall be deemed given upon receipt by the addressee. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Section. For the present, the parties designate the following:

FOR CLERK:
Pat Frank, Clerk of Court & Comptroller,
Attention: Finance Director
601 East Kennedy Blvd., 12th Floor
Tampa, FL 33602
(813) 276-8100

FOR BANK:
Vicki Parker
Sr. Vice President
Wells Fargo Bank, N.A.
28059 US Highway 19 N. Ste 205
Clearwater, Florida 33761
(727) 953-1125

16.2 Governing Law. This Agreement and the Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of Florida, shall apply, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Clerk as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation.

16.3 Bank Service Providers and Agents. The Services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world to provide service to Bank's customers. Bank reserves the right to perform the Services using this model and to add and delete service providers at Bank's discretion. Bank has rigorous vendor engagement policies and procedures. Bank takes responsibility for the actions of the service providers and agents with whom it enters into contracts (oral or written) to provide the Services to Bank's customers, including the Clerk.

16.4 Venue; Service of Process. The parties irrevocably submit to the nonexclusive jurisdiction of any Federal or state court sitting in Hillsborough County, Florida, over any suit, action or proceeding arising out of or relating to this Agreement. The parties irrevocably waive, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. The parties hereby consent to process being serviced in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Bank's and Clerk's addresses set forth herein or such other

address as had been provided in writing by such party, and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon such party. BY ENTERING INTO THIS AGREEMENT, BANK AND CLERK HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

16.5 Attorneys' Fees. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

16.6 Payable Interest.

16.6.1 Payment of Interest. According to section 218.74, Florida Statutes (2014), all payments, other than payments for construction services, due from the Clerk and not made within the time specified by the terms of this Agreement shall bear interest from thirty (30) days after the due date at the rate of one percent (1 %) per month on the unpaid balance, or such other rate established by Florida law. Except as aforesaid, the Clerk shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Bank waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

16.6.2 Rate of Interest. In any instance where the prohibition or limitations of Section 16.6.1 are determined to be invalid or unenforceable, the annual rate of interest payable by Clerk under this Agreement, whether as prejudgment interest or for any other purpose, shall be paid pursuant to section 218.74, Florida Statutes (2014), as set forth above, or such other rate established by Florida law.

16.7 Survival. The respective obligations of the parties, which by their nature would continue beyond the termination of expiration of this Contract, including without limitation,

the obligations regarding confidentiality, proprietary interest, and limitations of liability shall survive termination, cancellation or expiration of this Contract.

16.8 No Third Party Beneficiaries. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party to this Agreement.

16.9 Indemnity Obligations. To the extent this Agreement or any of the Service Documentation imposes an indemnity obligation on the Bank, the Clerk may, at its expense, elect to participate in the defense if the Clerk shall so choose. Furthermore, the Clerk may at the Bank's expense, defend or settle any such claim if the Bank fails to diligently defend such claims, and thereafter, may seek indemnity for such costs from the Bank. Moreover, the provisions and obligations of any indemnity obligations of the Bank and of any reimbursement obligations of the Clerk set forth in this Agreement shall survive the expiration or earlier termination of this Agreement.

16.10 Force Majeure. Neither of the parties shall be responsible for failure or delay of performance if caused by: an act of war, hostility; or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license or refusal to fund); or other event outside the reasonable control of the obligated party. The parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than ninety (90) days, the Clerk may cancel unperformed services upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or its obligation to pay for deliverables/services provided to date of force majeure as more fully set forth herein. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Clerk, and an

alternative back-up source to provide such Services is not available, Bank may, upon notice to Clerk, suspend or discontinue the affected Service for the shortest period of time possible, provided that Bank will use best efforts to re-establish the Service or an alternative solution as soon as reasonably practicable.

16.11 Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

16.12 Counterparts. This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email.

16.13 Time of the Essence. The parties acknowledge and agree that time is of the essence in the performance of each and every term of this Agreement.

16.14 Assignment. Clerk or Bank may assign the contract with the other party's consent, which consent will not be unreasonably withheld or delayed; however, that Bank may assign the contract without consent in connection with a merger, acquisition, or corporate restructuring involving all or substantially all of the assets at Bank.

16.15. Entire Agreement. This Agreement, the Exhibits thereto, and the Service Documentation shall constitute the entire agreement between the parties with respect to the Services to be provided hereunder, and supersedes all prior communications and representations or agreements, whether written or oral, with respect to the subject matter hereof, unless acknowledged in writing by duly authorized representatives of both parties.

Each of the Parties hereto agrees to be bound by the terms and conditions of this Agreement and each of the Attachments, as of the above written date.

CLERK OF COURT & COMPTROLLER

By: Pat Frank

Name: Pat Frank

Title: Clerk of Court and Comptroller

Date: 11/19/2019

WELLS FARGO BANK, N.A.

By: Vicki Parker

Name: Vicki Parker

Title: Sr. Vice President

Date: 11/20/19