

**CONTRACT**  
between  
**FAIRFAX COUNTY WATER AUTHORITY**  
and  
**WELLS FARGO BANK, N.A.**  
for  
**BANKING SERVICES**

This Contract (this "Contract") entered into this 6<sup>th</sup> day of September 2020, between Fairfax County Water Authority, d/b/a Fairfax Water (the "OWNER"), and Wells Fargo Bank, N.A. (the "BANK"), for the purpose of establishing the terms and conditions by which the BANK agrees to provide banking services to the OWNER in consideration for payment by the OWNER of the fees in accordance with the terms enumerated in this Contract.

**1. Contract Inclusion -**

1.1. It is mutually agreed by both parties that the following documents are incorporated by reference as part of this Contract:

- 1.1.1. All exhibits and appendices to this Contract;
- 1.1.2. The OWNER'S Request for Proposal, RFP 20-026, Banking Services, dated April 17, 2020 ("RFP"); and
- 1.1.3. The BANK's RFP Submittal/Response dated May 29, 2020

1.2. In connection with the execution and delivery of this Contract, the parties intend to enter into certain account and service documents listed on Exhibit A hereto; provided, that if the OWNER requests and the BANK agrees to provide additional services not listed on Exhibit A after the date of this Contract, the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to amend this Contract or to add such terms and conditions as attachments to this Contract (collectively, the "Service Documents"). It is agreed that this Contract (including all Service Documents) represents the entire agreement between the parties with respect to its subject matter and no prior representations, promises, and contracts, oral or otherwise, not embodied herein shall be of any force or effect.

1.3. In the event of an inconsistency between the above referenced documents (1.1.1 to 1.1.3) and the body of this Contract, the body of this Contract shall take precedence. Notwithstanding any provisions to the contrary in any Service Documents, the body of this Contract and the RFP (in such order) supersede the Service Documents and the Proposal (in such order), in the event of any inconsistency.

**2. Basic Services Provided** – During the Term, the BANK shall provide the banking services as outlined in Section 2.1 of the RFP to the extent awarded to the BANK (which includes cash management services, but excludes merchant services and lockbox processing) pursuant to and in accordance with this Contract (including the Service Documents).

**3. Contract Period** - The initial Contract period will be for five (5) years beginning January 1, 2021. Upon mutual consent of both parties, this Contract can be renewed for five (5) additional

one (1) year terms (the initial Contract period and any renewal periods are referred to herein as the "Term"). If either party desires to exercise a renewal option, such party shall notify the other at least one-hundred and twenty (120) days prior to the then-applicable expiration date of this Contract and any such renewal period shall be effective upon written consent of both the parties.

4. **Fees** - The fees for the banking services provided by the BANK hereunder are set forth in Appendix A.

5. **Invoicing and Payments** -

5.1. The BANK shall submit periodic invoices (not less frequent than monthly) to include a detailed breakdown of all charges. Invoices shall be based upon completion of tasks or deliverables and shall include progress reports.

5.2. All invoices are due net 30 unless the OWNER has cause for dispute. Any discrepancy shall be brought to the attention of the BANK promptly following discovery. The BANK shall provide complete cooperation during any such investigation. All invoices shall reference the Contract number, RFP 20-026, the BANK'S FEIN, and Purchase Order Number; and shall be forwarded to the following address or email address:

Fairfax Water  
Attn: Accounts Payable  
8570 Executive Park Avenue  
Fairfax, VA 22031

6. **Payments to Subcontractors** -

6.1. Within seven (7) days after receipt of amounts paid by the OWNER for work performed by a subcontractor under this Contract, the BANK shall either:

6.1.1. Pay the subcontractor for the proportionate share of the total payment received from the OWNER attributable to the work performed by the subcontractor under this Contract; or

6.1.2. Notify the OWNER and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

6.2. The BANK shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven day period except for amounts withheld as allowed in item 6.1.2 above.

6.3. The BANK shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

6.4. The BANK'S obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the OWNER.

**7. Modifications or Changes to this Contract -**

- 7.1. Change Orders. The OWNER'S Procurement Manager, with the concurrence of the OWNER's signatory to this Contract, shall have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the BANK shall be excused from performance under this then-changed Contract in the event of its failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in this Contract subject to the conditions and limitations herein and Section 4.9 of the RFP.
- 7.2. The BANK need not perform any work described in any change order unless the OWNER has approved such changes and delivered written notice to the BANK that there are funds budgeted and appropriated sufficient to cover the cost of such changes.
- 7.3. Subject to Section 4.9 of the RFP, the BANK shall make a demand for payment for any change order within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the OWNER'S Procurement Manager required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the OWNER is prejudiced by such delay.
- 7.4. No claim for changes ordered hereunder shall be considered if made after final payment in accordance with this Contract.
- 7.5. Upon prior written notice to the OWNER, the BANK reserves the right to make changes to the services and related Service Documents (i) in response to a change in applicable law, rule or regulation (or interpretation thereof) or (ii) in connection with a bank-wide change affecting substantially all customers who use the services or a specific service provided under this Contract.

**8. Audit**

- 8.1. The BANK agrees that the OWNER, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the BANK involving transactions related to this Contract. Upon reasonable advance written notice, but in no event less than 30 calendar days, the BANK will permit the OWNER to inspect the BANK's business books and records for the limited purpose of verifying compliance with the financial and record-keeping requirements of this Contract. Notwithstanding the foregoing sentence, nothing in this Contract gives rise to a right, expectation, or other entitlement on the part of the OWNER to inspect, examine, or visit any BANK data center, systems, networks, or any technology documentation, test or scan results, or any other artifact relating to BANK'S security practices.

- 8.2. The BANK further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the OWNER or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- 8.3. The period of access provided in Paragraphs 8.1 and 8.2 above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. [Reserved].

10. Confidentiality & Security -

- 10.1. As part of this Contract, the OWNER may provide to the BANK documents and data files considered confidential. It is the BANK'S responsibility to secure access to these data, all maps, and all products derived thereby, and to treat said documents and data as confidential which may not be copied, displayed to other parties, disclosed or distributed without the OWNER'S prior express written permission.
- 10.2. The BANK shall not copy, display to other parties, disclose or distribute the OWNER'S data, information, reports, or other materials given to, prepared or assembled by the BANK without the OWNER'S prior express written permission. The BANK may provide the OWNER'S confidential information as required by its regulators to carry out the BANK'S customary business practices.
- 10.3. The BANK shall not copy, display to other parties, or distribute the OWNER'S owned programs, proprietary data or information without the OWNER'S prior express written permission.
- 10.4. Hardware operating system software and applications software provided through this Contract shall be provided with all known security vulnerability patches applied.
- 10.5. The parties acknowledge that the OWNER, as a public body in the Commonwealth of Virginia, is subject to the open records requirements set forth in the Virginia Freedom of Information Act, Va. Code § 2.2-3700 et seq. ("VFOIA"), and that OWNER'S compliance with its obligations under VFOIA will in no event constitute a breach of any confidentiality or non-disclosure obligation of the OWNER under this Contract (including, any of the Service Documents).

**11. Insurance** - The BANK shall provide and maintain the following minimum limits of insurance coverage during the period of performance required:

**11.1. Comprehensive General Liability**

- 11.1.1. \$1,000,000 Bodily Injury per occurrence and \$2,000,000 in the aggregate
- 11.1.2. \$1,000,000 Property Damage per occurrence and aggregate
- 11.1.3. Comprehensive General Form
- 11.1.4. Extended Business Liability Endorsement
- 11.1.5. Independent the BANKs Coverage
- 11.1.6. Products/Completed Operations
- 11.1.7. Broad Form Contractual Liability
- 11.1.8. Personal and Advertising Injury Liability

**11.2. Comprehensive Automobile Liability**

- 11.2.1. \$1,000,000 Combined Single Limits
- 11.2.2. Statutory Uninsured Motorist Coverage
- 11.2.3. Hired, Owned, Used and Non-Owned Coverage

**11.3. Worker's Compensation and Employer's Liability**

- 11.3.1. Statutory Coverage for Virginia
- 11.3.2. \$1,000,000 Employer's Liability
- 11.3.3. Broad Form All States Endorsement

**11.4. Umbrella / Excess Liability** – Additional \$ 4,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability, and the Employer's Liability.

**11.5. Professional Liability** – Additional \$1,000,000 liability coverage over the primary limits for Comprehensive General Liability, and Employer's Liability.

**11.6. Fidelity Bond / Crime Coverage** – Additional \$1,000,000 liability coverage over the primary limits for Comprehensive General Liability, Comprehensive Automobile Liability, and the Employer's Liability.

**11.7. Coverage Provisions**

- 11.7.1. The OWNER, its officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear (or omnibus wording which shall be deemed to comply). This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
- 11.7.2. The BANK'S insurance shall be primary over any applicable insurance or self-insurance maintained by the OWNER.
- 11.7.3. The BANK shall provide thirty (30) days written notice to the OWNER before any cancellation, suspension, or material change of coverage in whole or part, where such provision is reasonable.

- 11.7.4. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the OWNER, its' officers/officials, agents, employees and volunteers.
- 11.7.5. The insurer shall agree to waive all rights of subrogation against the OWNER, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
- 11.7.6. The BANK shall furnish, at the time this Contract is executed, the OWNER Certificates of Insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf.
- 11.7.7. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received in advance from the OWNER'S Director of Finance.
- 11.7.8. All coverages designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

**12. Indemnification -**

- 12.1. The BANK shall, during the term of this Contract, indemnify, defend, and hold harmless the OWNER, its officials, employees, agents, and representatives thereof ("Indemnified Parties") from all suits, actions, or claims of any kind, including attorney's fees (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 negligent or intentional acts or omissions of the BANK or its officers, directors, employees, agents or subcontractors, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Parties.
- 12.2. During the term of this Contract, the BANK shall indemnify, defend and hold harmless the Indemnified Parties against any allegation that materials or services provided by the BANK under this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual, property or proprietary right of any third party. Notwithstanding the foregoing, the BANK 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 the BANK, (ii) use of the materials or services in any manner other than as permitted under this Contract, (iii) use of the materials or services in combination with any equipment or software not authorized by the BANK or reasonably intended for use with the materials or services, or (iv) the BANK'S compliance with specific information or instructions provided to the BANK by any Indemnified Party.
- 12.3. In no event will the BANK be liable under 12.1 or 12.2 above for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to the BANK, and regardless of the form of the claim or action or the legal theory on which it is based. The BANK'S aggregate liability under 12.1 or 12.2 above will be limited to an amount not to exceed ten (10) times the BANK'S fees

incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, the BANK'S fees incurred in the month in which the losses or damages were incurred).

- 12.4. If any Indemnified Party determines to seek indemnification from the BANK hereunder, the Indemnified Party shall provide written notice of the suit, claim or action to the BANK 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.
- 12.5. In the case of any suit, claim or action for which indemnification is sought by any Indemnified Party hereunder, the Indemnified Party shall permit the BANK to assume and control the defense or settlement of such suit, claim or action at the BANK'S expense. The Indemnified Parties and the BANK 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 hereunder, and the records and employees of the Indemnified Parties shall be made reasonably available to the BANK with respect to such defense.
- 12.6. Notwithstanding anything to the contrary contained in this Contract, any of the OWNER's indemnification obligations in favor of the BANK shall be governed in all respects by the applicable indemnification provisions contained in the Service Documents; provided, that such indemnification obligations shall be subject to any and all limitations or prohibitions imposed by applicable law.
13. **[Reserved]**.
14. **[Reserved]**.
15. **Not To Benefit** - As a prerequisite for payment pursuant to the terms of this Contract, there shall be furnished to the OWNER at its request a statement that to the best of BANK'S knowledge no employee of the BANK or members of his/her immediate family, including spouse, parents or children has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to this Contract.
16. **Employment Discrimination by the BANK Prohibited** - During the performance of this Contract, the BANK agrees as follows:
  - 16.1. The BANK will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where

there is a bona fide occupational qualification reasonably necessary to the normal operation of the BANK. The BANK agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 16.2. The BANK, in all solicitations or advertisements for employees placed by or on behalf of the BANK, shall state that such the BANK is an equal opportunity employer.
  - 16.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
  - 16.4. The BANK will include the provisions of the foregoing Paragraphs 16.1-16.3 in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
17. **Drug-free Workplace** - During the performance of this Contract, the BANK agrees that BANK is dedicated to maintaining a drug-free workplace. All of BANK'S team members are required to perform their job duties unimpaired by illegal drugs, alcohol, or the improper use of legal substances. Team members are prohibited from working or reporting to work when impaired by alcohol or drugs. The BANK also has absolutely no tolerance for illegal drugs — or the solicitation, distribution, or misuse of legal drugs. As a federal contractor, the BANK must comply with federal law. While a substance may be legal in a particular state, if it is an illegal substance under federal law, it may not be brought into any of BANK'S workplace.
18. **Exemption from Taxes** - The OWNER is exempt from, and will not pay any, federal, state or local taxes which may be applicable to the transactions contemplated by this Contract, including without limitation any Federal Excise Tax, Transportation Tax or VA Sales and Use Tax. A Tax Exemption Certificate indicating the OWNER'S tax-exempt status will be furnished upon request.
19. **Immigration Reform and Control Act of 1986** - By entering this Contract, the BANK certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
20. **Safety** - The BANK and all subcontractors performing services for the OWNER are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The BANK and all subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

21. **Termination**

21.1. *Termination for Convenience*



- 21.1.1. The parties agree that the OWNER may terminate this Contract, or any banking services provided hereunder, from time to time either in whole or in part, for its convenience whenever the OWNER shall determine that such termination is in the best interest of the OWNER, effective upon the date set forth in OWNER'S written Notice of Termination ("Notice") (such date at least thirty (30) days after delivery of such notice to the BANK).
- 21.1.2. Termination, in whole or in part, shall be effected by delivery of the Notice signed by the OWNER'S duly authorized representative, mailed or delivered to the BANK, and specifically setting forth the effective date of termination and, if termination in part, the services to which the Notice applies.
- 21.1.3. Upon receipt of such Notice, the BANK shall:
  - 21.1.3.1. cease any further services to be performed under this Contract, on the date, and to the extent, which may be specified in the Notice;
  - 21.1.3.2. place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
  - 21.1.3.3. terminate all subcontracts (if applicable) except those made with respect to contract performance not subject to the Notice;
  - 21.1.3.4. settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the OWNER'S Procurement Manager; and
  - 21.1.3.5. use its reasonable efforts to mitigate any damages which may be sustained as a consequence of termination under this clause.
- 21.1.4. After complying with the provisions of Paragraph 22.1.3, above, the BANK shall submit a termination claim (if any), in no event later than six (6) months after the effective date of their termination, unless one or more extensions of three (3) months each are granted by the OWNER'S Procurement Manager.
- 21.1.5. Subject to 21.1.6, the OWNER shall pay reasonable costs of termination, which shall consist of services delivered or completed on or before the date of such termination in accordance with the fees set forth on Appendix A. This Contract shall be amended accordingly, and the BANK shall be paid the agreed amount.
- 21.1.6. In the event that the parties cannot agree on the whole amount to be paid to the BANK by reason of termination under this clause, the OWNER shall pay to the BANK the amounts determined as follows, without duplicating any amounts which may have already been paid under the Paragraph 22.1.5 of this clause:
  - 21.1.6.1. with respect to all Contract performance prior to the effective date of the Notice, the total of:
    - 21.1.6.1.1. cost of work performed or supplies delivered;
    - 21.1.6.1.2. the cost of settling and paying any reasonable claims as provided in Paragraph 22.1.3.4, above;

- 21.1.6.1.3. a sum as profit determined by the OWNER to be fair and reasonable.
- 21.1.7. In the event that the BANK is not satisfied with any payments which the OWNER'S Procurement Manager shall determine to be due under this clause, the BANK may appeal any claim to the OWNER'S General Manager in accordance with the RFP concerning Disputes.
- 21.1.8. When termination for the convenience of the OWNER is a provision of this Contract, the BANK shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the BANK from any recovery from the OWNER whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.
- 21.1.9. The parties agree that the BANK may terminate this Contract upon one-hundred eighty (180) days prior written notice to the OWNER.

**21.2. Termination for Cause**

- 21.2.1. Failure to Perform Obligations. Either party may terminate this Contract (and any Service Documents), without further obligation to the other party, in the event the other party or its agents or employees have failed to perform any obligation required to be performed under this Contract or under any Service Documents and such failure is not corrected within thirty (30) days after receipt of written notice advising of such failure from the other party (each, a "Performance Failure").
- 21.2.2. Bank Default. Each of the following events shall constitute a default by the BANK for purpose of this Contract (each of which shall entitle the OWNER to terminate for default in accordance with this subsection): (a) any bankruptcy proceeding by or against the BANK or the appointment of a trustee for the benefit of creditors; (b) a Performance Failure on the part of the BANK; and (c) except as provided in this Contract, assignment or subcontracting of all or any part of this Contract without the OWNER's prior written consent. In the event the BANK does not cure any such default within a period of thirty (30) days after receipt of written notice thereof from the OWNER, or such longer period as the OWNER may authorize in writing, then the OWNER may give written notice of termination to the BANK and terminate this Contract or any part thereof. In the event of termination for default, the OWNER shall not be liable to the BANK for payment of any amount beyond the value of any services provided by the BANK on or before the effective date of termination and accepted by the OWNER, less damages suffered by the OWNER.
- 21.2.3. OWNER Default. Each of the following events shall constitute a default by the OWNER for purpose of this Contract (each of which shall entitle the BANK to terminate for default in accordance with this subsection): (a) any bankruptcy proceeding by or against the OWNER; (b) a Performance Failure on the part of the OWNER; and (c) the occurrence of any of the other events in Section 4.b. of the Master Agreement for Treasury

Management Services in effect on the date of this Contract (as amended from time to time as expressly permitted herein). In the event the OWNER does not cure (if curable) any such default within a period of thirty (30) days after receipt of written notice thereof from the BANK, or such longer period as the BANK may authorize in writing, then the BANK may give written notice of termination for default to the OWNER and terminate this Contract or any part thereof. In the event of termination for default, the BANK shall not be liable for any losses or damages the OWNER may incur as a result of any termination of this Contract. Any advance monies paid by the OWNER shall be prorated to the date of termination and refunded to the OWNER.

**21.3. Termination for Non-Appropriation of Funds**

21.3.1. If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then either party may terminate this Contract upon thirty (30) days prior written notice to the other party. Should termination be accomplished in accordance with this Section, the OWNER shall be liable only for payments due through the date of termination.

**22. Severability** - In the event that any provision shall be adjusted or decreed to be invalid, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

**23. Force Majeure** - Neither the BANK nor the OWNER shall be responsible for any delay in the performance of any obligation hereunder to the extent such delay is caused by an event beyond such party's control, including, but not limited to, fire, act of God, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, natural disasters, terrorism, riots or civil disturbances, war, whether declared or not, or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents such party from operating normally.

**24. Applicable Laws; JURY TRIAL WAIVER; No Arbitration** - This Contract (including all Service Documents) shall be governed in all respects by federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the Commonwealth of Virginia, without regard to its conflicts of laws principles. For the avoidance of doubt, any and all rights and obligations of the parties under this Contract shall be in all respects subject to any limitations or prohibitions under applicable laws, rules and regulations to which such parties are subject. The parties will first attempt to resolve any dispute hereunder in accordance with the Disputes provisions set forth in the RFP. Thereafter, the parties agree that all actions or proceedings relating to an unresolved dispute arising in connection with this Contract shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in the Commonwealth of Virginia. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding

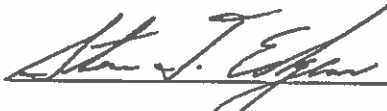
brought in accordance with this section. BY ENTERING INTO THIS CONTRACT, THE BANK AND THE OWNER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. Notwithstanding anything to the contrary contained in this Contract (including, the Service Documents), the parties hereby agree that a dispute under this Contract shall not be submitted to arbitration.

25. **Contract Binding on Successor** - This Contract shall be to the benefit of, and shall be binding upon, the BANK and its successors and the OWNER and their successors.


26. **Assignment and Subcontracting** – The BANK may assign this Contract with the OWNER'S consent, which consent will not be unreasonably withheld or delayed; provided, however, the BANK may assign this Contract without such consent in connection with a merger, acquisition, or corporate restructuring involving the BANK. The BANK is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. The BANK utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, the BANK reserves the right to subcontract freely. It is not feasible for the BANK to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or subcontractor. However, should the BANK choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to this Contract including those performed by a subcontractor. In addition, the BANK does not consider an arrangement with a third party under which the third party assists the BANK in providing services or products which are not specific to the OWNER to be a subcontract for purposes of this Contract. Accordingly, notwithstanding anything to the contrary contained in this Contract relating to purported obligations on the BANK to undertake certain actions with respect to its subcontractors shall not be applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be signed and executed by their authorized representatives on the date set forth below.

Fairfax County Water Authority

Authorized Signature   
Name STEVEN F. LOCKMAN  
Title GENERAL MANAGER  
Date SEPTEMBER 8, 2020

Wells Fargo Bank, N.A.

Authorized Signature   
Name Datto W. Richter  
Title SENIOR VICE PRESIDENT  
Date \_\_\_\_\_

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## Exhibit A

### List of Service Documents

- Acceptance of Services
- ACH and Related Services Service Description
- Automated Payables Services Description
- Check Collections Service Description
- Check Disbursements and Fraud Prevention Service Description
- Commercial Account Agreement
- Commercial Depository Service Description
- Electronic Receivables Service Description
- Faster Payments Service Description
- Information Reporting and Image Delivery Service Description
- Master Agreement for Treasury Management Services
- Mutual Non-Disclosure Agreement
- Stagecoach Sweep Service Description
- Wire Transfer Service Description

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**APPENDIX A**  
**WELLS FARGO BANK, N.A.**  
**PRICING FORM**

**See attached.**

**Service Group 1: General Banking Services**

AFP Codes	Service Description	Average Monthly Volume	Proposed Unit Cost	Monthly Cost
<b>GENERAL ACCOUNT SERVICES</b>				
01 0000	Account Maintenance	4	5 00000	20 00000
01 0000	Account Maintenance - List Post	1	5 00000	5 00000
01 0100	Debits Posted	132	0 05000	6 60000
01 0410	Client Analysis Statement - Paper	1	0 00000	-
01 0630	Bank Confirmation Audit Request	0	50 00000	4 16667
<b>DEPOSITORY SERVICES</b>				
10 0015	Miscellaneous Credits Posted	21	0 50000	10 50000
10 0006	Branch Deposit	21	0 50000	10 50000
10 0225	Deposited Check - Branch	1	0 04000	0 04000
10 0006	Branch Cash Deposit - Per Dollar	66298	0 00070	46 40860
10 0040	Branch Cash Order - Per Order	4	2.50000	10 00000
10 0040	Branch Cash Order - Per Coin Roll	5	0 20000	1 00000
10 0040	Branch Cash Order - Per Dollar	489	0 00070	0 34230
40 0003	Remote Deposit Capture Monthly Base	3	15 00000	45 00000
01 0101	Remote Deposit Capture - Per Deposit	79	0 15000	11 85000
10 0220	Remote Deposit Capture - Deposited Item On Us	132	0 01500	1 98000
10 0224	Remote Deposit Capture - Deposited Item Transit	786	0 02000	15 72000
10 0230	Electronic Deposit - Deposit Adjustment	1	17 00000	17 00000
10 0416	Online Return Item Subscription Per Account	3	0 00000	-
10 0400	Return Item - Chargeback	35	3 00000	105 00000
10 0416	Online Return Item Subscription Per Item	35	0 04000	1 40000
10 0430	Online Return Item Subscription Optional Detail	35	0 00000	-
10 0418	Online Return Item Retrieval - Per Check Image	7	0 20000	1 40000
10 0401	Return Item Special Instructions Monthly Base	1	7 00000	7 00000
10 0401	Return Item Special Instructions	35	0 00000	-
10 0154	Remote Cash Safe Monthly Base	1	15 00000	15 00000
10 0154	Remote Cash Safe Expedited Credit	21	0 00010	0 00210
10 0154	Remote Cash Safe Cash Deposited	66,298	0 00055	36 46390
10 0220	Retail Lockbox - Deposited Check On Us (if not provided by Firm selected for S G 2)	4,368	0 03000	131 04
10 0225	Retail Lockbox - Deposited Check Transit (if not provided by Firm selected for S G 2)	22,386	0 04000	895 44
<b>E-LOCKBOX SERVICES</b>				
05 0030	E-Lockbox Monthly Maintenance	1	95 00000	95 00000
05 0030	E-Lockbox Stop File Monthly Base	1	75 00000	75 00000
05 0030	E-Lockbox Reporting Package Monthly Base	1	25 00000	25 00000
05 0030	E-Lockbox Reversal Reporting Monthly Base	1	15 00000	15 00000
05 0030	E-Lockbox Positive File Monthly Base	1	75 00000	75 00000
05 9999	E-Lockbox - Per Item	29,077	0 02500	726 92500
05 0530	E-Lockbox Suspended Payment Per Item	13	0 15000	1 95000
05 9999	E-Lockbox Payment Return	42	0 25000	10 50000
05 9999	E-Lockbox Payment Reversed	6	0 25000	1 50000
05 9999	E-Lockbox Operations Manual Return	1	3 50000	3 50000
<b>PAPER DISBURSEMENT SERVICES</b>				
15 0100	DDA Checks Paid	1,219	0 04000	48 76000
15 0240	Checks Paid Maximum Dollar Verification / Check Block - Monthly Maintenance	2	0 00000	-
15 0030	Positive Pay Monthly Base	2	0 00000	-
15 0122	Payee Positive Pay Monthly Base	2	n/a	n/a
15 0122	Payee Validation Standard - Per Item	1,219	0 01000	12 19000
15 0310	Positive Pay Checks With No Issue Record	3	0 00000	-
15 0310	Positive Pay Exceptions - Per Item	3	1 00000	3 00000
15 0724	Positive Pay Exception - Online Image	3	0 20000	0 60000
15 0222	Positive Pay Exception Checks Returned	2	0 00000	-
15 0300	MICR Check Rejects Through 1%	1	n/a	n/a

Service Group 1: General Banking Services

AFP Codes	Service Description	Average Monthly Volume	Proposed Unit Cost	Monthly Cost
15 0300	MICR Check Rejects > 1% Through 2%	8	0 80000	6 40000
15 0300	MICR Check Rejects Over 2%	8	1 20000	7 20000
15 1350	Paid Check Images via CD-ROM Monthly Base	1	15 00000	15 00000
15 1353	Paid Check Images via CD-ROM - Per CD-ROM	1	10 00000	10 00000
15 1399	Paid Check Images via CD-ROM - Per Check Image	1,219	0 02000	24 38000
15 0410	Stop Payment - Online	34	3 00000	102 00000
15 0412	Stop Payment - Auto Renewal	89	0 15000	13 35000
15 0500	Check Cashed For Non-Account Holder	5	0 00000	-
<b>PAPER DISBURSEMENT RECONCILIATION SERVICES</b>				
20 0201	Online Check Issues - Per Item	2	0 03000	0 06000
20 0010	ARP Monthly Base - Full Reconciliation	2	20 00000	40 00000
20 0201	ARP Full Reconciliation - Per Item	1,219	0 02000	24 38000
20 0301	ARP Output - Transmission	1	3 00000	3 00000
20 0306	ARP Optional Reports	8	1 00000	8 00000
20 0310	ARP Paper Statement/Report Delivery	2	0 00000	-
20 0310	ARP Paper Statement/Report Monthly Base	2	0 00000	-
20 9999	ARP Aged Issue Records On File - Per Item	2,715	0 00500	13 57500
20 0100	Outgoing Transmission - Per Item	1,219	0 00500	6 09500
20 0306	Online ARP Statement & Reports Monthly Base	2	5 00000	10 00000
20 0201	ARP Input - Transmission	21	3 00000	63 00000
20 0301	Incoming Transmission - Per Item	1,219	0 01000	12 19000
<b>GENERAL ACH SERVICES</b>				
25 0703	ACH Online Subscription - Per Account	8	5 00000	40 00000
25 0703	ACH Online Subscription - Per Item Access to Detail Records Reported	391	0 01000	3 91000
25 0201	Electronic Credits Posted	337	0 04000	13 48000
25 0000	ACH/Wire Unique Sender Identification - Monthly Base	1	15 00000	15 00000
25 0400	ACH Online Return Subscription - Per Account	4	5 00000	20 00000
25 0400	ACH Online Return Subscription - Per Item	471	0 01000	4 71000
25 0000	ACH Monthly Base	2	10 00000	20 00000
25 0102	ACH One Day Item	424	0 02000	8 48000
25 0102	ACH Two Day Item	28,735	0 02000	574 70000
25 0102	ACH Same Day	1,775	0 02000	35 50000
25 0202	ACH Unique Sender Identification - Per Item	155	0 01000	1 55000
25 0220	ACH Unique Sender Identification - Addenda Record	242	0 00000	-
25 0202	ACH Received Item	199	0 03000	5 97000
25 0302	ACH Return Item - Electronic	109	0 25000	27 25000
25 0302	ACH Return Administrative - Electronic	169	0 25000	42 25000
25 0312	ACH Return Unauthorized - Electronic	5	0 25000	1 25000
25 0312	ACH Return Unauthorized Quality Fee	5	5 00000	25 00000
25 0500	ACH Online Batch Release	8	3 00000	24 00000
25 0501	ACH Transmission Charge	42	3 00000	126 00000
25 0620	ACH Delete - Per Item	1	5 00000	5 00000
25 0102	ACH Online Portal One Day Item	19	0 02000	0 38000
25 0102	ACH Online Portal Two Day Item	6	0 02000	0 12000
25 0000	ACH Online Base Fee	2	10 00000	20 00000
25 1010	ACH Special Investigation	1	0 00000	-
25 1010	ACH Authorization Investigation	1	0 00000	-
25 1050	ACH Online Fraud Filter Review Monthly Base	4	4 00000	16 00000
25 1053	ACH Online Fraud Filter Review - Per Item	1	2 50000	2 50000
25 1070	ACH NOC - Info Reporting Advice On Us	33	0 25000	8 25000
25 0302	ACH NOC - Info Reporting Advice Transit	107	0 25000	26 75000
<b>EDI SERVICES</b>				
30 0200	E-Lockbox Transmission	64	3 50000	224 00000



**Service Group 1: General Banking Services**

AFP Codes	Service Description	Average Monthly Volume	Proposed Unit Cost	Monthly Cost
30 0010	Integrated Receivables Monthly Maintenance	1	70 00000	70 00000
30 0010	Online EDI Payment Detail Subscription Monthly Base	1	0 00000	-
30 0225	Online EDI Payment Detail - Per Item	275	0 00000	-
30 0225	Online EDI Payment Detail - Addenda Item	316	0 00000	-
<b>WIRE &amp; OTHER FUNDS TRANSFER SERVICE</b>				
35 0300	Wire Incoming - Domestic	3	4 00000	12 00000
35 0100	Wire Outgoing Domestic - Online	5	3 00000	15 00000
35 0120	Wire Book Transfer - Online	9	0 75000	6 75000
<b>INFORMATION SERVICES</b>				
40 0052	Online Previous Day Reporting Maintenance	4	10 00000	40 00000
40 0272	Online Previous Day Reporting Items Loaded	1,741	0 01000	17 41000
40 0055	Online Current Day Reporting Maintenance	4	10 00000	40 00000
40 0274	Online Current Reporting Items Reported	12	0 01000	0 12000
40 0299	Bank Internet Portal Access	1	n/a	n/a
40 0231	Remote Deposit Capture Report Per Item	918	0 00000	-
15 1352	Remote Deposit Capture Images Retrieved	8	0 00000	-
40 0274	Online Wire Transfer Detail Report - Per Item	93	0 70000	65 10000
40 023Z	Electronic Deposit - Discretionary Data	26,754	0 00000	-
40 0340	Online Search	12	0 20000	2 40000
40 022Z	Online Event Messaging Service - Email	355	0 12000	42 60000
40 0003	Online Wire Transfer Detail Report - Monthly Base	3	5 00000	15 00000
40 0800	Info Reporting History Storage	3 071	0 01000	30 71000
40 0051	ARP Statements & Reports (CSV/Excel) Monthly Base	2	5 00000	10 00000
40 0272	ARP Statements & Reports (CSV/Excel) Per Item	15,518	0 00500	77 59000
15 1352	Online Image View < 90 Days - Per Item	7	0 20000	1 40000
15 1352	Online Image View > 90 Days - Per Item	13	0 22000	2 86000
<b>ADDITIONAL REQUIRED SERVICES</b>				
<b>ADD ADDITIONAL SERVICES BELOW AS NEEDED (INCLUDE ESTIMATED VOLUMES)</b>				
000230	RECOUPMENT MONTHLY	10,000	0 12750	1,275 00000
10000	ACCOUNT MAINTENANCE W/ CHK RETURN	1	0 00000	-
100100	CASH VAULT DEPOSIT CASH AND CHECK	1	0 50000	0 50
100100	CV CASH ONLY OR CHECK ONLY DEPOSIT	36	3 00000	108 00000
100416	CEO RETN ITEM SUBSCRIPTION PER ACCT	3	5 00000	15 00000
100501	EXPANDED NETWORK DEPOSIT ADJUSTMENT	1	8 00000	8 00000
100154	SV PREMIUM DEPOSIT CREDIT	1	5 00000	5 00000
150222	POSITIVE PAY EXCEPTION CHECKS RETND	2	3 00000	6 00000
250400	ACH CEO RETURN SUBSCRIPTION - ITEM	447	0 01000	4 47000
250642	ACH REVERSAL - ITEM	1	5 00000	5 00000
251070	ACH PERFECT NOC PER ITEM	1	0 01000	0 01000
400800	INFO REPORTING HISTORY STORAGE 60	249	0 00000	-
400800	INFO REPORTING HISTORY STORAGE 30	-	0 00000	-
400800	INFO REPORTING HISTORY STORAGE 90	-	0 00000	-
100400	RETURN ITEM - REDEPOSITED	3	3 50000	10 50000
100220	DEPOSITED CHECKS - ON US	0	0 06000	0 00360
100225	DEPOSITED CHECK	0	0 06000	0 00360
<b>ADDITIONAL RECOMMENDED SERVICES</b>				
100416	CEO RETURN DECISIONING PER ITEM	3	1 00000	
450200	SWEEP STAGECOACH MUTUAL FND MO BASE	1	80 00000	80 00000
99TTTT	API MONTHLY FEE	1	200 00000	200 00000
250000	AVS LOGIC BOX ACCOUNT STATUS	999	0 25000	249 75000
250000	AVS WELLS IMPLEMENTATION	1	5 000 00000	5 000 00000
151350	IFI MAINTENANCE PER PRODUCT	1	100 00000	100 00000
151354	IFI PAID CHECKS - IMAGE	1200	0 02000	24 00000

**Service Group 1: General Banking Services**

AFP Codes	Service Description	Average Monthly Volume	Proposed Unit Cost	Monthly Cost
151357	IFI SETUP PER PRODUCT	1	0 00000	-
	<b>Electronic Payables Services</b>			
	Monthly Maintenance Fee	1	100 00000	
	Payment Instruction File Processed (per file)	4	3 00000	
	Vendor Payment (via ACH)	33 000	0 02000	
	Vendor Payment Advice (via ACH)	30 000	0 03000	
	<b>ADDITIONAL REQUIRED SERVICES</b>			
	<b>ADD ADDITIONAL SERVICES BELOW AS NEEDED</b>			
	PAYMENT MANAGER ACH ADDENDA	TBD	0 0100	
	PAYMENT MANAGER ACH CONFIRMATION	TBD	1 0000	
	PAYMENT MGR EMAIL SERVICE	TBD	1 0000	
	PAYMENT MGR TEMPLATE TRANSACTION	TBD	0 0400	
	PAYMENT MGR EMAIL SECONDARY APPROVE	TBD	0 5000	
	PMGR ENHANC REMIT ADDL INCOMNG FILE	TBD	20 0000	
	PAYMENT MANAGER SET UP	1	1 000 00000	
	PAYMENT MGR IMPLEMENTATION DEV HOUR	TBD	200 00000	
	PAYMENT MGR COMM L CRD CONFIRMATION	TBD	1 00000	
	<b>TOTAL MONTHLY COST</b>			<b>11,683 64</b>
	<b>TOTAL ANNUAL COST</b>			<b>140,203 63</b>