

Exhibit A

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT NUMBER F008156 WITH WELLS FARGO BANK, N.A.

This Amendment to Agreement Number F008156, dated July 24, 2002 ("Agreement") is made as of this _____ day of _____, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Wells Fargo Bank, N.A. ("Consultant").

RECITALS

- A. In 2002, City and Consultant entered into the Agreement for Consultant to provide Depository and Bank Services.
- B. The Agreement has previously been amended by letter agreements dated May 12, 2011 and June 30, 2014. Each letter agreement extended the Agreement for a set term and provided for new and updated fees to maintain the banking relationship.
- C. City and Consultant now desire to further amend the Agreement for the purpose of extending the term for up to one year and updating the fees charged for services provided.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Compensation

Effective June 30, 2017, fees for services shall be as set forth in the "Fee Schedule through June 30, 2018," attached hereto as Attachment A-1 and incorporated herein by this reference. Effective June 30, 2017, all prior Fee Schedules are hereby superceded.

Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth for the period June 30, 2017 to June 30, 2018 shall in no event exceed the sum of Four Hundred Thousand Dollars (\$400,000). The City's Chief Financial Officer is authorized to pay all proper claims from various Charge Numbers.

2. Contractual Term.

The term of the Agreement is extended to June 30, 2018.

3. Termination

Section 4 of the Master Agreement for Treasury Management Services, a part of the Agreement, is hereby amended to read as follows:

“City may terminate this agreement at its convenience and without cause or penalty upon thirty (30) days written notice to the Bank.”

4. All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA

a Municipal Corporation

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

- _____ Individual/Sole Proprietor
- _____ Partnership
- _____ Corporation
- _____ Limited Liability Company
- _____ Other (please specify: _____)

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Office of the City Attorney

Print Name: _____

ATTEST:

Title: _____

By: _____

City Clerk

Print Name: _____

Title: _____

Attachment: Exhibit A-1 – 2017 Fee Schedule