

DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT ("Agreement"), dated as of December ___, 2019 ("Effective Date"), is by and between West Contra Costa Healthcare District, a local hospital district organized and existing under the constitution and laws of the State of California ("Depositor"), and U.S. Bank National Association, a national banking association, as depository agent ("Agent").

BACKGROUND

WHEREAS, Depositor desires to deposit funds with Agent; and

WHEREAS, Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Agreement.

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Depositor Representative" shall mean the person(s) so designated on Schedule B hereto or any other person designated in a writing signed by Depositor and delivered to Agent in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

"Funds" shall mean the funds deposited with Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

"Written Direction" shall mean a written direction executed by a Depositor Representative and directing Agent to disburse all or a portion of the Funds or to take or refrain from taking an action pursuant to this Agreement.

2. Appointment of and Acceptance by Agent. Depositor hereby appoints Agent to serve hereunder. Agent hereby accepts such appointment and agrees to hold and disburse the Funds in accordance with this Agreement.

3. Deposit of Funds. Depositor will transfer the Funds from time to time, by wire transfer of immediately available funds, to the depository account identified in Schedule A hereto.

4. Disbursements of Funds. Agent shall disburse Funds at any time and from time to time, upon receipt of, and in accordance with, Depositor's Written Direction. Such Written Direction shall contain wiring instructions or an address to which a check shall be sent. All disbursements of funds from the Funds shall be subject to the fees and claims of Agent and the Indemnified Parties (as defined below) pursuant to Section 9 and Section 10 below.

5. Suspension of Performance; Disbursement Into Court. If, at any time, Agent is unable to determine, to Agent's good faith satisfaction, the proper disposition of all or any portion of the Funds or Agent's proper actions with respect to its obligations hereunder, then Agent may, in its good faith judgment, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the good faith satisfaction of Agent,

b. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Agent, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Funds, after deduction and payment to Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Agent shall have no liability to Depositor or any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any good faith delay in the disbursement of the Funds or any good faith delay in or with respect to any other action required or requested of Agent.

6. Investments. Based upon Depositor's prior review of investment alternatives, in the absence of further specific written direction to the contrary at any time that an investment decision must be made, Agent is directed to invest and reinvest the Funds in the investment identified in Schedule C. Agent will not provide supervision, recommendations or advice relating to either the investment of Funds or the purchase or disposition of any investment and the Agent shall not have any liability for any loss in an investment made pursuant to the terms of this Agreement. Agent has no responsibility whatsoever to determine the market or other value of any investment and makes no representation or warranty as to the accuracy of any such valuations. To the extent applicable regulations grant rights to receive brokerage confirmations for certain security transactions, Depositor waives receipt of such confirmations. Receipt of Funds and investment and reinvestment of Funds shall be confirmed by Agent by an account statement.

Failure to inform Agent in writing of any error or omission in any such account statement within 90 days after receipt shall conclusively be deemed confirmation and approval by Depositor of such account statement.

7. Resignation or Removal of Agent. Agent may resign and be discharged from the performance of its duties hereunder at any time by giving thirty (30) days' prior written notice to the Depositor specifying a date when such resignation shall take effect and after such specified date, notwithstanding any other provision of this Agreement, Agent's sole obligation will be to hold the Funds pending appointment of a successor Agent. Similarly, Agent may be removed at any time by Depositor giving at least thirty (30) days' prior written notice to Agent specifying the date when such removal shall take effect. Upon the effective date of any such resignation or removal, Agent shall return the Funds to or at the direction of the Depositor after deduction and payment to Agent of all fees and expenses (including court costs and attorneys' fees) payable to or incurred by Agent, in its good faith judgment, in connection with the performance of its duties and the exercise of its rights hereunder. At least 10 days prior to making such deduction, Agent shall provide Depositor with a written accounting of the fees and expenses to be deducted. After Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was acting under this Agreement.

8. Liability of Agent. Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Agent has no fiduciary or discretionary duties of any kind. Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement. Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that any direct loss to the Depositor is attributable to Agent's gross negligence or willful misconduct. Agent's sole responsibility shall be for the safekeeping of the Funds in accordance with Agent's customary practices and disbursement of the Funds in accordance with the terms of this Agreement. Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Agent believes to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Funds, any account in which Funds are deposited, or this Agreement, or to appear in, prosecute or defend any such legal action or proceeding or to take any other action that in Agent's sole judgment may expose it to potential expense or liability. Agent shall not be responsible or liable in any manner for the performance by any party of their respective obligations under any other agreement.

Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Funds, without determination by Agent of such court's jurisdiction in the matter. If any portion of the Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

9. Indemnification. Depositor agrees to indemnify, defend, protect and hold harmless Agent, and its employees, officers, boards, attorneys, representatives and agents from all demands, losses, claims, costs, suits, damages, liabilities and expenses (collectively, "Liability") arising out of or relating to, Agent's performance under this Agreement except to the extent such Liability is caused by Agent's gross negligence or willful misconduct. Depositor shall not be required to indemnify, defend, protect and hold harmless for any Liability caused by the sole gross negligence or sole willful misconduct of Agent.

10. Compensation to Agent.

a. Fees and Expenses. Depositor shall compensate Agent for its services hereunder in accordance with Schedule A attached hereto and, in addition, shall reimburse Agent for all of its reasonable out-of-pocket expenses, disbursements, and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys incurred or made by the Agent in connection with performing under this Agreement or in connection with investigating and defending itself against any claim or liability in connection with its performance hereunder. The additional provisions and information set forth on Schedule A are hereby incorporated by this reference, and form a part of this Agreement. All of the compensation and reimbursement obligations set forth in this Section 10 shall be payable by Depositor upon demand by Agent. The obligations of Depositor under this Section 10 shall survive any termination of this Agreement and the resignation or removal of Agent.

b. Disbursements from Funds to Pay Agent. Agent is authorized to, and may, disburse to itself from the Funds the amount of reasonable compensation and reimbursement due and payable hereunder, as provided for in Attachment A. At least 10 days prior to making such disbursement, Agent shall provide Depositor with a written accounting setting for the fees and expenses constituting the basis of the disbursement, provided that (i) any crediting of funds or

assets to the Funds shall be provisional in nature, and the Escrow Agent shall be authorized to immediately reverse or offset any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Agreement shall constitute a waiver of any of U.S. Bank National Association's rights as a securities intermediary under Uniform Commercial Code §9-206.

c. Security and Offset. Depositor hereby grants to Agent and the Indemnified Parties a first priority security interest in and lien upon the Funds to secure all obligations hereunder, and Agent and the other Indemnified Parties shall have the right to offset the amount of reasonable compensation or reimbursement due any of them hereunder, as provided for in Attachment A against the Funds. If for any reason the Funds available to Agent and the other Indemnified Parties pursuant to such security interest or right of offset are insufficient to cover such compensation and reimbursement, Depositor shall promptly pay such amounts to Agent and the Indemnified Parties upon receipt of an itemized invoice.

11. Representations and Warranties. Depositor makes the following representations and warranties to Agent:

(i) It is duly organized, validly existing, and in good standing under the laws of the state of its incorporation or organization, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(ii) This Agreement has been duly approved by all necessary action, including any necessary shareholder or membership approval, has been executed by its duly authorized officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

(iii) The execution, delivery, and performance of this Agreement will not violate, conflict with, or cause a default under its articles of incorporation, articles of organization, bylaws, management agreement or other organizational document, as applicable, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture.

(iv) The applicable persons designated on Schedule B hereto have been duly appointed to act as its representatives hereunder and have full power and authority to execute and deliver any Written Direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions under this Agreement, all without further consent or direction from, or notice to, it or any other party.

(v) No party other than the parties hereto has, or shall have, any lien, claim or security interest in the Funds or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Funds or any part thereof.

(vi) All of its representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of the Funds.

12. Patriot Act/Identifying Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, Agent requires documentation to verify its formation and existence as a legal entity. Agent may ask to see financial statements, licenses, or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Depositor acknowledges that a portion of the identifying information set forth herein is being requested by Agent in connection with the USA Patriot Act, Pub.L.107-56 (the "Act"), and agrees to provide any additional information requested by Agent in connection with the Act or any other legislation or regulation to which Agent is subject, in a timely manner. The Depositor represents that all identifying information set forth on Schedule A or otherwise provided to Agent, including without limitation, its Taxpayer Identification Number assigned by the Internal Revenue Service or any other taxing authority, is true and complete on the date hereof and will be true and complete at the time of any disbursement of the Funds.

13. Consent to Jurisdiction and Venue. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Agreement, the parties hereto agree that the U.S. District Court for the Northern District of California shall have jurisdiction over any such proceeding. If such court lacks federal subject matter jurisdiction, the parties agree that the Contra Costa County Superior Court shall have jurisdiction. Any of these courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of any of the courts specified herein and agree to accept service of process to vest personal jurisdiction over them in any of these courts.

14. Notice. All notices, approvals, consents, requests, and other communications hereunder shall be in writing (provided that each such communication to Agent must be manually signed by the sender) and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile transmitter (with confirmed receipt) to the address or facsimile number set forth on Schedule A hereto, or to such other address as each party may designate for itself by like notice, and shall be deemed to have

been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as set forth on Schedule A hereto, or to such other address as each party may designate for itself by like notice.

15. Amendment, Waiver and Assignment. This Agreement may be changed, waived, discharged or terminated only by a writing signed by the parties hereto. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. Except as provided in Section 19, this Agreement may not be assigned by any party without the written consent of the other party.

16. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California without giving effect to the conflict of laws principles thereof.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Funds and sets forth in their entirety the obligations and duties of Agent with respect to the Funds. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

19. Binding Effect; Successors. All of the terms of this Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of Depositor and Agent. If Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the account contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Agent.

20. Execution in Counterparts. This Agreement may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

21. Term and Termination.

a. This Agreement terminates with three years of the Effective Date unless sooner terminated as provided herein.

b. Upon the disbursement of all amounts in the Funds pursuant to Written Directions or pursuant to Section 5, Section 7 or Section 8 hereof, this Agreement shall terminate, Agent shall be released from its obligations hereunder and Agent shall have no further liability with respect to the Fund, this Agreement, or any action or refusal to take action hereunder, except as provided by Paragraph 9.

22. Dealings. Agent and any stockholder, director, officer or employee of Agent may buy, sell, and deal in any of the securities of the Depositor and become financially interested in any transaction in which Depositor may be interested, and contract and lend money to the Depositor and otherwise act as fully and freely as though it were not acting as the depository Agent under this Agreement. Nothing herein shall preclude Agent from acting in any other capacity for the Depositor or for any other person or entity.

23. Optional Security Procedures. In the event funds transfer instructions, address changes or change in contact information are given (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Agent is authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule B hereto, and Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Agent and shall be effective only after Agent has a reasonable opportunity to act on such changes. If Agent is unable to contact any of the designated representatives identified in Schedule B, Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Depositor's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as Agent may select. Such Executive Officer shall deliver to Agent a fully executed incumbency certificate, and Agent may rely upon the confirmation of anyone purporting to be any such officer. Depositor agrees that Agent may at its option record any telephone calls made pursuant to this Section. Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Depositor to identify (a) the beneficiary, (b) the beneficiary's Agent, or (c) an intermediary Agent. Agent may apply any of the Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a Agent other than the beneficiary's Agent or an intermediary Agent designated. Depositor acknowledges that these optional security procedures are commercially reasonable.

24. Tax Reporting. Depositor agrees to assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement. Upon Agent's request, Depositor shall provide Agent with a Form W-9 or Form W-8, as applicable, for each payee, together with any other documentation and information requested by Agent in connection with Agent's reporting obligations under the United States Internal Revenue Code and related regulations (the "Code"). If such tax documentation is not so provided, Agent is authorized to withhold taxes as required by the Code. Depositor shall accurately provide Agent with all information requested by Agent in connection with Agent's reporting obligations under the Code. Except as otherwise agreed by Agent in writing, Agent has no tax reporting or withholding obligation except with respect to Form 1099-B reporting on payments of gross proceeds under Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income, if any.

25. Compliance with Law. Agent agrees to comply in all respects with the provisions of article 2 of Title 5, Division 2 of the California Government Code, and as otherwise required by law to the extent that Depositor has made Agent aware of such obligations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

DEPOSITOR

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION

By: _____
Name: _____
Title: _____

SCHEDULE A

1. Deposit Account.

U.S. Bank National Association
ABA# 091 000 022
BNF ACCT# 180121167365
Re: West Contra Costa Deposit Ac 260839000

2. Agent Fees.

Acceptance Fee:	\$1,500.00
Annual Fee:	\$1,500.00
Out-of-Pocket Expenses	at cost
Other Fees/Attorney, etc.:	at cost

The Acceptance Fee and the Annual Fee are payable upon execution of the agreement. In the event the account is not funded, the Acceptance Fee and all related expenses, including attorneys' fees, remain due and payable, and if paid, will not be refunded. Annual fees cover a full year in advance, or any part thereof, and thus are not pro-rated in the year of termination.

The fees quoted in this schedule apply to services ordinarily rendered in the administration of an account and are subject to reasonable adjustment based on final review of documents, or when Agent is called upon to undertake unusual duties or responsibilities, or as changes in law, procedures, or the cost of doing business demand. Services in addition to and not contemplated in this Agreement, including, but not limited to, document amendments and revisions, non-standard cash and/or investment transactions, calculations, notices and reports, and legal fees, will be billed as extraordinary expenses.

Unless otherwise indicated, the above fees relate to the establishment of one account. Additional sub-accounts governed by the same Agreement may incur an additional charge. Transaction costs include charges for wire transfers, checks, internal transfers and securities transactions.

3. Taxpayer Identification Numbers.

4. Depositor: 94-6000509

5. Notice Addresses.

If to Depositor, at: Contra Costa County Treasurer-Tax Collector
West Contra Costa Healthcare District
625 Court Street, Room 100
Martinez, CA 94553
ATTN: Belinda Zhu
Facsimile: (925) 957-2899
Telephone: (925) 957-2807
E-mail: ccctreasury@tax.cccounty.us

If to Agent, at: U.S. Bank National Association, as Agent
One California Street, Suite 1000
San Francisco, CA 94111
ATTN: David Jason
Facsimile: (415) 677-3769
Telephone: (415) 677-3622
E-mail: david.jason@usbank.com

SCHEDULE B

Each of the following person(s) is a **Depositor representative** and each is authorized to execute documents and direct Agent as to all matters, including fund transfers, address changes and contact information changes, on Depositor's behalf:

Name	Specimen signature	Telephone No.
Name	Specimen signature	Telephone No
Name	Specimen signature	Telephone No

(Note: if only one person is identified above, please complete the following)
The following person not listed above is authorized for call-back confirmations:

[_____] Name	_____ Telephone Number
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SCHEDULE C

Based upon client's prior review of investment alternatives, in the absence of further specific written direction to the contrary, U.S. Bank National Association (or U.S. Bank Trust National Association) is hereby directed to invest and reinvest proceeds and other available moneys in the following fund as permitted by the operative documents:

FEDERATED INSTITUTIONAL TAX FREE CASH TRUST PREMIER
SHARES

Ticker: FTFXX

The Securities and Exchange Commission ("SEC") has amended the rules that govern the operation of registered money market funds ("MMFs"). The compliance date for certain of these amendments is October 14, 2016.

Stable or Floating Net Asset Value (NAV): Under the amended rules, Institutional Prime and Institutional Tax-Free MMFs will be required to price and transact in their shares at a floating NAV reflecting current market-based values of their portfolio securities. The floating NAV will need to be rounded to four decimal places (e.g., \$1.0001 or \$0.9999) and may result in a gain (or loss) on the market value of your original investment. Government MMFs will continue to transact at a stable NAV of \$1.00 per share.

Redemption Liquidity Fees and Redemption Gates: Institutional Prime and Institutional Tax-Free MMFs must adopt policies and procedures to enable them to impose liquidity fees (up to 2%) on redemptions (sells) and/or impose redemption gates (up to 10 days over a 90 day period with no access to invested funds) in the event that the MMF's weekly liquid assets were to fall below a designated threshold, subject to the actions of the MMF's board. Government MMFs are exempt from this requirement.

U.S. BANK DOES NOT HAVE A DUTY NOR WILL IT UNDERTAKE ANY DUTY TO PROVIDE INVESTMENT ADVICE TO YOU. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR. U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. **FOR INFORMATION ABOUT OTHER AVAILABLE SWEEP OPTIONS, CONTACT YOUR ACCOUNT MANAGER.**

SHAREHOLDER COMMUNICATIONS ACT AUTHORIZATION

The Shareholder Communications Act of 1985 and its regulation require that banks and trust companies make an effort to facilitate communication between registrants of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless you indicate your objection below, we will provide the obligatory information to the registrant upon request. Your objection will apply to all securities held for you in the account now and in the future unless you notify us in writing.

_____ I object to US Bank providing my name, address, and securities positions to requesting issuers.
(Initial, check, or place an X on the [blank] to indicate your objection)

Fee Basis:

Fund Level: U.S. Bank has entered and will, from time to time, enter into agreements with mutual funds and/or mutual fund service providers whereby U.S. Bank receives fees for providing shareholder service and administrative support services to the fund, which may be paid as 12b-1 service fees, annual compensation, or omnibus record keeping services. These service fees are calculated as a percentage of your Account's investment in the Fund(s), and may be paid either by the Fund or by a Fund service provider (such as the Fund's advisor or distributor). Fees paid by the Fund are detailed in each Fund's prospectus, and may be designated as "Shareholder Services" or "12b-1" fees. For the Fund listed above, the total current fee percentage eligible to be paid to U.S. Bank by the Fund and/or a Fund's service provider does not exceed XX basis points (.00XX). Payment of these fees does not result in any increase in fees charged against the fund's assets above the fee and expense levels established for the fund and disclosed in the fund's prospectus. Approval of investment in the above mutual fund includes approval of these fees.

Acknowledgments. Client Acknowledges that:

1.1. Beginning in October 2016, the money market fund you selected will have a floating net asset value (NAV) and may be subject to redemption gates and fees. By signing below, you are directing us to hold this investment and acknowledge sufficient funds may not be available when needed (nor in the amount required) to pay your debt service (or other time-sensitive) obligations.

1.2. Shares of Mutual Funds are not deposits or obligations of, or guaranteed by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other government agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value.

1.3. Same-day Settlement. If USBNA (or USBTNA) receives a direction to purchase or redeem Sweep Vehicle shares by the fund's established U.S. Bank cut-off time (the "Internal Trading Cut-off"), then such entity will settle the purchase or redemption on the same business day, subject to the Sweep Vehicle's cut-off and policy for determining when a purchase or redemption order is considered to be received. Meeting the Internal Trading Cut-off does not guarantee same-business-day settlement.

1.4. Advance of Funds. If USBNA (or USBTNA) receives a direction to redeem Sweep Vehicle shares (the "Redemption Direction") and to disburse or invest the proceeds thereof before the redeemed shares settle (the "Proceeds Direction"), then they have the power to (i) determine the dollar amount of anticipated proceeds based on the net asset value ("NAV") most recently determined (ii) advance funds in that dollar amount in furtherance of settling the redemption and, as applicable, the purchase; (iii) determine the number of shares redeemed based on the NAV at settlement; and (iv) as part of USBNA's (or USBTNA's) compensation for servicing the Account, retain the yield paid on Sweep Vehicle shares that were treated as redeemed. USBNA (or USBTNA) reserves the right not to advance funds, including where the Sweep Vehicle has a floating NAV and the dollar amount of the Proceeds Direction is at least 99% of the dollar value of all Sweep Vehicle shares in the Account based on the NAV most recently determined.

1.5. Directed Account. USBNA (or USBTNA) (i) has no discretion to invest Account assets (such as discretion to select the Sweep Vehicle; determine whether, or what amount of, Account assets will be used to purchase a position in the Sweep Vehicle; or redeem Sweep Vehicle shares) and (ii) does not render investment advice with respect to Account assets. Nor will USBNA's (or USBTNA's) power to advance funds in furtherance of settlement, whether exercised or not, be deemed to be such discretion or advice.

1.6. Revocation. The Client may revoke the foregoing designation of the Sweep Vehicle at any time without penalty.

2. Representations and Warranties. Represents and warrants that (i) the Client is independent of U.S. Bank; has discretionary authority to select the investments and approve the fees described herein for the Account; received, read, and understood the Sweep Vehicle's prospectus and fund fact-sheet, including the sections thereof describing fees, gates, expenses, cut-offs, and compensation, before Account assets were first invested in the Sweep Vehicle; and understands and approves the services and fees described herein; (ii) if the Account assets are subject to the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), then the Client is a trustee under ERISA §403(a) with respect to the assets, a "named fiduciary" with respect to the plan within the meaning of ERISA §402(a), or an "investment manager" within the meaning of ERISA §3(38) with respect to the assets that has been delegated the authority to manage, acquire, and dispose of such assets pursuant to ERISA §402(c)(3); and (iii) the foregoing designation, direction, acknowledgments, representations and warranties are made according to the Account's governing service agreement and are not contrary to applicable law.

Contra Costa County
West Contra Costa Healthcare District

Company Name

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise designated.

Title

Date