



Hall County Government

FINANCIAL SERVICES
PURCHASING DIVISION
Contract for Services

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT # 46-006

For the provision of

Banking and Investment Services

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

FINANCIAL SERVICES DIRECTOR
Taylor Samples, CPA

ASSISTANT FINANCE DIRECTOR
Elizabeth White

PURCHASING MANAGER
Andy Penick

ARTICLE #101 – INTRODUCTION

This Contract for Banking and Investment Services (hereinafter "Services") is made and as entered into as of _____ (execution date) and July 1, 2025 (effective date) is by and between Hall County, Georgia, Board of Commissioners, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Wells Fargo Bank, N.A. which is located at 1100 Abernathy Rd. NE, 11th floor, Atlanta, GA 30328, (hereinafter "Bank"). Bank is an entity that is legally registered and qualified and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Bank are known individually as a "Party" and collectively as the "Parties".

Nothing contained in this Contract shall be construed to convert the Bank or any of its employees, agents, into a partner, employee, or agent of the County, nor shall either Party to this Contract have any authority to bind the other in any respect.

WHEREAS the Bank represents that it is a federally chartered bank and has signified a willingness to provide Services to the County and the County has relied on such representation; and,

WHEREAS the Parties mutually desire to enter into this Contract to document the provision of Services by the Bank to the County in exchange for payment as compensation; and,

WHEREAS this contract will become legally binding upon signature by both Parties; and,

WHEREAS any attached documents, plans, exhibits, attachments, or references are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the mutual promises, terms, conditions, covenants, and agreements made as expressed and contained herein, or attached, incorporated, and made a part hereof, and other good and valuable consideration expressed by a valid offer and acceptance, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereto agree as follows:

ARTICLE #102 – CONTRACT

- A. Bank agrees to provide the Services to the County as detailed as the Scope of Work and the Bank's service documentation governing the accounts and services to be provided pursuant to this Contract (the "Service Documentation"), which Service Documentation was attached as *Appendix Tab P* to the Bank's response dated April 17, 2025 to the County's RFP/Q # 46-006.
- B. County and Bank hereby mutually agree that any and all fees charged by Bank will be offset via County's interest-bearing accounts held at Bank in compensation for fees listed on *Exhibit C – Cost Proposal*.

ARTICLE #103 – NOTICES

To the extent that either Party to this Contract is required to provide notice(s) to the other Party in compliance herewith, then the Party shall direct notice(s) to the following persons:

COUNTY PROJECT MANAGER

Taylor Samples, CPA
Financial Services Director
Hall County, Georgia
2875 Browns Bridge Rd
Gainesville, GA 30504
tsamples@hallcounty.org
Ph: (770) 531-3900

COUNTY ISSUING OFFICER

Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

BANK'S CONTACT INFORMATION

Names: Scott Harris, Relationship Manager, scott.r.harris@wellsfargo.com, (404) 556-9264

Company Name: Wells Fargo, N.A.

Physical Address: 1100 Abernathy Rd. NE, 11th Floor, Atlanta, GA 30328

REMIT TO ADDRESS (if different): _____

Notwithstanding the foregoing, the parties agree that service-level notices may be provided in the manner set forth in the Service Documentation.

ARTICLE #104 – NON-EXCLUSIVE RIGHTS

The Contract is not exclusive. The County reserves the right to select other Banks to provide the Services similar to those described in this Contract during the term of the Contract should the need arise, or the Bank fail to perform.

ARTICLE #105 – CONTRACT TERM

For multi-year contracts, the term will be for five (5) years, with one (1) initial year followed by four (4) one-year renewal options. Renewals are not automatically renewed nor guaranteed, and are subject to the mutual agreement of the parties.

ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION

This Contract may only be modified, amended, or changed in writing and fully executed by both Parties hereto; provided that the Service Documentation may be amended in accordance with its terms. This Contract constitutes the sole and entire Contract and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by either Party in relation hereto.

ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE

In the event that either Party to this Contract breaches this Contract, including failure to meet the timetables set forth herein, the non-breaching Party shall provide a written Notice-to-Cure to the breaching Party which describes the breach of this Contract. The breaching Party shall have thirty (30) days from the date of receipt of the written Notice-to-Cure the breach or to otherwise negotiate a resolution of the breach.

If the breach has not been cured and the Parties hereto have not resolved the issue described in the Notice-to-Cure by thirty (30) days after receipt of the letter, the Party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or relief as to any bonds issued hereon; provided that, except as expressly provided in the Service Documentation, in no event will either party be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to such party, and regardless of the form of the claim or action or the legal theory on which it is based. The Bank's liability will be limited to an amount not to exceed 10 times the fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, the fees incurred in the month in which the losses or damages were incurred).

Additional provisions are:

A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the reasonable control of and without the fault or negligence of the Bank. If the Services to be provided to the County are interrupted by a force majeure event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Bank under this Contract in an amount agreed to by both parties.

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Contract for failure or delay in fulfilling or performing any obligation under this Contract when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party including, but not limited to, fire, floods, embargoes, acts of war, civil unrest, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the Party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. Notwithstanding the foregoing, a force majeure event does not apply to or in any way limit the County's obligation to timely satisfy payment obligations to the Bank.

Definition: The term “force majeure” as defined in Black’s Law Dictionary is “an event or effect that can be neither anticipated nor controlled. It is a contractual provision allocating the risk of loss if performance becomes impossible or impracticable, especially as a result of an event that the Parties could not have anticipated or controlled.”

B. Obligations Beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to *ARTICLE #108 – TERMINATION PROVISIONS*.

C. Transition Cooperation with the County and Cooperation with Other Banks. Bank agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Bank. Further, if the County has entered into or enters into contracts with other Banks related to the Services, Bank agrees to cooperate fully with other such Banks. Bank shall not engage in any act that will interfere with the performance of work by any other Bank(s).

ARTICLE #108 – TERMINATION PROVISIONS

The County may terminate this Contract by providing sixty (60) days written notice to the Bank at any time. Should the County terminate this Contract prior to the date of automatic termination, Bank shall provide the County with all services up to the date of termination. The County shall pay the Bank for all work properly performed in compliance with the terms of this Contract up to the date of termination.

A. Termination for Convenience. Following sixty (60) days’ written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Bank.

B. Termination for Cause. The occurrence of any of the following events shall constitute cause for the County to declare the Bank in default of its obligations under the Contract:

1. The Bank fails to deliver or has delivered nonconforming Services or fails to perform any material requirement of the Contract or is in violation of a material provision of the Contract including, but without limitation, the expressed warranties made by the Bank.
2. The County determines that default is likely to occur.
3. The Bank becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Bank terminates or suspends its business; or the County reasonably believes that the Bank has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
4. The Bank has failed to comply with applicable federal, state, and local laws, rules, County ordinances, regulations, and orders when performing within the scope of the Contract.
5. The Bank has engaged in conduct that has or may expose the County or the State to liability, as determined in the County’s sole discretion; or a material breach of the terms of the Contract by County upon County’s failure to cure such material breach after written notice thereof has been delivered in accordance with *ARTICLE #108.C* below constitutes cause for the Bank to declare that the County is in default of its obligations under the Contract.

C. Notice of Default. If either Party causes any of the default events set out in *ARTICLE #108 – TERMINATION PROVISIONS*, then either Party shall issue a written Notice of Default to the Party that causes one (1) or more of the default events requesting that the breach or noncompliance be remedied within the period of time specified in the Notice of Default. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching Party may:

1. Immediately terminate the Contract for default without additional written notice; and/or,

2. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- D. **Termination Due to Non-Availability of Funds.** This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and conclusive. County agrees to provide prompt written notice to Bank in the event of any de-appropriation and pay the Bank only for services actually rendered.
- E. **Termination due to Failure of Bank to Act.** The County may terminate the Contract for any of the following reasons effective immediately without advance notice:
 1. If the Bank must be certified or licensed as a condition precedent to providing the Services, the revocation, suspension, or other loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
 2. The County determines that the actions, or failure to act, of the Bank, its agents, employees, have caused, or reasonably could cause, life, health, or safety to be jeopardized.
 3. The Bank furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal, or maliciously incorrect.
 4. Failure of the Bank to obtain, provide, maintain, and deliver the performance and payment bonds (if required) when required under this Contract.
- F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by County, the County shall pay only those amounts, if any, due and owing to the Bank for Services actually received up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.
- G. **Bank's Termination Duties.** Upon receipt of a Notice of Termination, the Bank shall:
 1. Promptly cease work under the Contract.
 2. Promptly cease use and return to the County any personal property or materials, whether tangible or intangible, provided by the County to the Bank.
 3. Comply with the County's reasonable requests for the timely transfer of accounts and services.
 4. Cooperate in good faith with the County, its employees, agents, and Banks during the transition period between the Notification of Termination and the substitution of any replacement Bank.
 5. Bank is to promptly return any payments made by the County for goods and services that were not delivered by the Bank.
- H. **Termination by the Bank.** The Bank shall have the termination rights set forth in the Service Documentation.

ARTICLE #109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY; REIMBURSEMENT BY COUNTY

The Parties agree that the County shall not be responsible for defending or indemnifying any Bank from any claim brought by any third party against the Bank, provided that, to the extent not expressly prohibited by Georgia law, the County will reimburse the Bank, its officers, directors, employees and agents ("Representatives") for all losses and damages that arise out of: (i) use of a service that is not in compliance with the Service Documentation, including any warranty the Bank is required to make to a third party in connection with such service; (ii) any negligent act or omission or intentional misconduct of any of the County's agents or couriers, and (iii) if the Service includes a license or sublicense of any software, any use or distribution of the software by the

County or any person gaining access to the software through the County that is inconsistent with the license or sublicense.

ARTICLE #110 – ASSIGNMENT AND DELEGATION BY BANK

The Bank shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior expressed written consent of the County; provided, however, that the Bank may assign the contract without consent in connection with a merger, acquisition or corporate restructuring involving the Bank.

ARTICLE #111 – USE OF THIRD PARTIES

This Contract is for the benefit of the Parties hereto only and is not intended to benefit any third party or give rise to any duty or causes of action for any third party.

ARTICLE #112 – ENTIRE CONTRACT

This Contract, as executed and approved, shall constitute the entire agreement between the Parties and supersedes all other prior and contemporaneous statements, agreements, and understandings between the Parties. No written or oral statements, agreements, or understandings that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

ARTICLE #113 – SEVERABILITY

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Contract is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Contract as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining portions of this Contract not so held to be invalid or the application of this Contract to other circumstances not so held to be invalid.

ARTICLE #114 – RECORDS

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County shall be made open to public inspection unless otherwise provided by law.
- B. **Record Retention and Access.** The Bank shall maintain books, records, and documents in accordance with accounting principles and procedures that are in compliance with applicable federal laws or industry banking practice or its own policies and procedures which document and calculate all charges billed to the County throughout the term of the Contract.

ARTICLE #115 – INTENTIONALLY DELETED

ARTICLE #116 – WAIVER

The failure of any Party hereto to seek a remedy for any alleged breach of this Contract shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach thereof.

ARTICLE #117 – BANK AND COUNTY RIGHTS AND OBLIGATIONS

- A. The County has the right at any time to request the Bank to put an immediate stop to any procedure, or the use of any equipment, chemical, material, personnel, etc. considered by the County to be hazardous or toxic to persons, buildings, or surfaces and the Bank will promptly meet with the County to discuss and attempt to resolve the County's concerns.

- B. The County has the right to request the Bank to reassign or remove any employee from the premises temporarily or permanently when, in the County's reasonable opinion, the employee is not suitable, and the Bank will promptly meet with the County to discuss and attempt to resolve the County's concerns.
- C. Notwithstanding the above, the Bank retains and reserves the sole discretion and decision-making authority with regarding to the matters set forth in Article #117.

ARTICLE #118 – INSURANCE REQUIREMENTS

The Bank must procure and maintain insurance policies at the Bank's own expense and must furnish the County with a certificate of insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The Bank must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Bank pursuant to this Contract:

Workers Compensation Insurance: Required for all contracts.

- \$500,000 Bodily Injury by Accident – Each Accident
- \$500,000 Bodily Injury by Disease – Each Disease
- \$500,000 Bodily Injury by Disease – Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation for general liability and automobile liability coverage against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC. This provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

- \$2,000,000 General Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal & Advertising Injury
- \$500,000 Damages to Premises/Fire/Legal
- \$5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for goods and/or services that are remote in nature and/or are delivered by a professional delivery service.

- \$1,000,000 Combined Single Limit Or \$500,000 per Person/\$1,000,000 per Occurrence
- \$100,000 Property Damage
- \$1,000 for Medical Payments (no fault coverage)

Additional Provisions:

- Uninsured motorist's coverage should be equal to the per occurrence limit except for contracts with other governmental entities.
- Coverage shall be included for any owned, leased, hired, or non-owned autos.

Umbrella Liability Insurance: Required for all contracts.

\$1,000,000 per Occurrence

Additional Provisions: Required for all contracts.

- Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation).
- Minimum limit of \$5,000,000 per occurrence for all contracts over \$1,000,000 or involving any special risks or high hazard activities.
- Minimum limit of \$5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
- Concurrent policy dates with primary liability policies except for workers compensation.

Crime Insurance: Required for all contracts involving any use, care, custody, or control of any cash, money, securities, and/or wire transfers.

- \$1,000,000 Employee Dishonesty
- \$1,000,000 Funds Transfer Fraud
- \$100,000 Money & Securities
- \$1,000,000 Computer Crime
- \$100,000 Social Engineering or its equivalent

Cyber Insurance: Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 Annual Aggregate
- \$1,000,000 Business Interruption
- \$1,000,000 Data Recovery
- \$500,000 Cyber Extortion Expenses
- \$50,000 Cyber Extortion/Ransom Payments

Additional Provisions: Coverage shall include at a minimum:

- Information Security & Privacy Liability
- Regulatory Fines and Penalties
- Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
- Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- \$1,000,000 Each Claim/Wrongful Act
- \$2,000,000 General Aggregate

ARTICLES #119-#121 – INTENTIONALLY DELETED

ARTICLE #122 – COUNTY PAYMENT TO BANK

- A. The County will issue a Notice to Proceed ("NTP") and a Purchase Order(s) ("PO") to the Bank. The terms of this Contract shall be incorporated by reference into any PO(s) issued prior to the expiration or termination of this Contract. The County will issue the NTP and PO(s) by electronic mail (e-mail) to the Bank's representative in *ARTICLE #103 – NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Bank.

The Bank shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a

commencement date. Any work including, but not limited to, travel, preliminary meetings, planning, etc. performed outside of the terms and conditions of and before the issuance of a PO will not be considered for payment. Banks are not to begin work or ship any product on any verbal communication from the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the NTP date to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Bank for any Services, materials, equipment, devices, or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment pursuant to *ARTICLE #106 – CONTRACT AMENDMENTS AND MODIFICATION*, a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment

1. Bank shall invoice the County via email each month solely to accountspayable@hallcounty.org. Invoice amounts shall not exceed the Bank's pricing set forth in *Exhibit C – Cost Proposal*.

2. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Each invoice shall include the Bank's current "Remit to" address, a description of the Services provided, the invoice amount, the Contract number, and the associated PO number issued. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services. The County does not pay for services not yet received but only in arrears.

3. The Bank shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract.

C. Intentionally Deleted.

D. Set-Off Against Sums Owed by the Bank. If the Bank owes the County any sum under the terms of this Contract, pursuant to any judgment or pursuant to any law, the County may set off the sum owed by the Bank against any sum owed to the Bank, in the County's sole discretion. Any set-off right asserted or exercised by the County is without prejudice to the Bank's right to dispute the County's claims as to the sums owed.

E. Final Payment. Bank shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Bank must not factor or assign payments to another entity or a financial institution. -The County will only pay the Party with whom it is contracted. The County will not under any circumstances pay a third party.

ARTICLE #123 – INTENTIONALLY DELETED

(Only required for construction, renovation, and repair projects)

ARTICLE #124 – INTENTIONALLY DELETED

(Only required for construction, renovation, and repair projects)

ARTICLE #125 – VENUE AND GOVERNING LAW

The Parties agree that this Contract shall be interpreted, construed, and enforced in accordance with the laws of the United States and the laws of the State of Georgia, without regard to the conflict of laws principles of any state. For any proceedings regarding this Contract (not otherwise subject to arbitration), the Parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia or a federal court located in Georgia. THE PARTIES EACH WAIVE ALL RIGHTS TO A TRIAL BY JURY IN AN ACTION OR PROCEEDING RELATING TO THIS CONTRACT, THE SERVICE DOCUMENTATION OR THE SERVICES.

ARTICLE #126 – NOTICE OF INTENT TO LITIGATE

Bank hereby agrees not to file any civil action of disputes or claims relating to the Contract except after first giving thirty (30) days written notice to the County of the claim and the intent to initiate a civil action.

ARTICLE #127 – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (E-Verify)

A. By signing this Contract, the Bank certifies that the Bank participates in the E-Verify federal work authorization program, has been enrolled in the program since November 28, 2006, and will continue to participate in the same; the Bank does not and will not knowingly employ a person who is not legally authorized to work in the United States.

B. Bank further certifies its compliance with the E-Verify federal work authorization program by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit (herein known as *Exhibit E – E-Verify Affidavit*), notarized by an Official Notary Public and incorporated herein by reference.

ARTICLE #128 – ORDER OF PRECEDENCE

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract Documents, the order of precedence shall be in the order set forth in Article #129 below.

ARTICLE #129 – CONTRACT DOCUMENTS AND ATTACHMENTS

The Parties mutually acknowledge that the Contract documents shall consist of the following documents, which are incorporated by reference as if fully set forth herein:

1. This Contract.
2. The Bank's response dated April 17, 2025 to the County's RFP/Q # 46-006, including without limitation the following documents included with such response:
 - a. *Exhibit C – Cost Proposal*, a copy of which is attached hereto;
 - b. *Exhibit E – E-Verify Affidavit*; and
 - c. *Appendix Tab P – Bank's Service Documentation*, a copy of which is attached hereto.
3. The County's RFQ/P #46-006, subject to the Bank's exceptions set forth in the Bank's response thereto.

ARTICLE #130 – SALES TAX EXEMPTION STATUS

The County is exempt from State of Georgia Local Sales and Use Tax. The Bidder understands and acknowledges that they are responsible for any sales and use tax they may incur. The Bidder will not charge the County any sales and use tax as a separate line item. The Bank may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

ARTICLE #131 – HOLD HARMLESS AGREEMENT

During the term of the Contract, the Bank will indemnify, defend and hold harmless the County and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all losses or damages (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of the 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 the County. In no event will the Bank Fargo be liable 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 liability under this indemnity will be limited to an amount not to exceed 10 times the Bank's fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no fees were incurred in such month, the fees incurred in the month in which the losses or damages were incurred).

ARTICLE #132 – INTENTIONALLY DELETED

ARTICLE #133 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with the Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. The terms "supplier", "vendor", "bidder", "offeror", "Bank", "designer", "distributor", "dealer" or "manufacturer" or otherwise purveyor or source of supply or performance of service shall mean one and the same, herein denoted as "supplier" for goods and "Bank" for services.
3. "Services" shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning, or otherwise where services are offered for consideration.
4. The Supplier shall only provide services as described on the respective PO and within the Scope of Work and the Supplier's bid response.
5. The Supplier shall not construe any verbal consent to purchase services as valid.
6. The County does not accept substitutions of services that do not comply with the Scope of Work or specifications set forth in the PO, Contract, or Agreement unless mutually agreed in writing by both Parties.
7. The County does not accept automatic contract renewals except for monthly subscription services.
8. The County participates in cooperative purchasing agreements, State of Georgia Statewide Contracts, and other state and local intergovernmental agreements, memoranda of understanding and other such agreements. Access and use of this Contract by another party is subject to the Bank's approval and execution of documentation required by the Bank.
9. The Supplier warrants that the Supplier has a legal right to deliver the services and as described herein.
10. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
11. This issuance of a PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
12. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
13. The Supplier certifies that it is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
14. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier.
15. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature page follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signatures and seals on the day, month, and year below. Bidder must print their company's full legal company name as it appears on their W-9 form below:

Print Bank's Full Legal Name Below:

WELLS FARGO BANK, N.A.

By: R. Scott Harris
R. Scott Harris, Executive Director

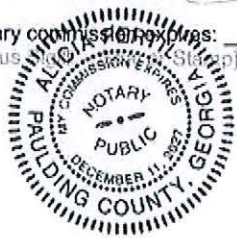
Date: 6/23/25

Sworn to and subscribed before me this

23 Day of June, 2025.

Notary Public: [Signature]

Notary commission expires: 12/11/27
[Locus Stamp]



HALL COUNTY, GEORGIA

By: _____
David Gibbs, Chairman
Hall County Board of Commissioners

Date: _____

Attestation: _____
Board of Commissioners Clerk

APPROVED AS TO FORM

[Signature]
Nathaniel R. Anderson,
Senior Assistant County Attorney