

Hall County Government
FINANCIAL SERVICES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

CONTRACT #43-010
ADVISORY SERVICES FOR OPEB TRUST FUND

ARTICLE #101 - INTRODUCTION

This Contract for Advisory Services for the Establishment of an Other Post-Employment Benefits Trust Fund (hereinafter referred to as “Services”) is made and entered into as of _____ (hereinafter referred to as “Effective Date” or “Date of Execution”) by and between Hall County, Georgia (hereinafter referred to as “The County”), located at 2875 Browns Bridge Rd., Gainesville, Georgia 30504, and PFM Asset Management LLC, located at 2 Concourse Parkway, Atlanta, Georgia 30328, an investment advisor registered under the Investment Advisers Act of 1940, and an entity that is legally registered and qualified, holding any such licenses and certifications as may be required to render Services, to do business in the State of Georgia (hereinafter referred to as the “Consultant”). The County and the Consultant are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

The parties mutually desire to enter into this Contract to document the provision of Services or other valuable consideration by the Consultant to The County in exchange for payment as compensation as a result of the competitively bid RFQ/P # 43-010 and the Bidder’s response thereof, the Scope of Work, Exhibits, Attachments and references, to The County, in consideration of the terms and conditions contained herein and the receipt and sufficiency of which are hereby acknowledged by both parties, the parties hereto agree as follows.

ARTICLE #102 – CONTRACT

- A. Consultant agrees to provide the Services to the County as detailed herein.
- B. County hereby agrees to the compensation as provided in the bidder’s response entitled Exhibit A – Schedule of Fees

ARTICLE #103 - NOTICES:

To the extent that either party to this Contract is required to provide notice to the other party in compliance herewith, Notice shall be provided to the following persons:

COUNTY PROJECT MANAGER

Attn: Wesley Geddings
Financial Services Director
Department: Finance
Email: wgeddings@hallcounty.org
Phone: 770-535-8270

COUNTY ISSUING OFFICER

Attn: Andy Penick, Purchasing Manager
Finance Dept - Purchasing Division
Email: apenick@hallcounty.org
Phone: 770-531-4939

CONSULTANT’S CONTACT INFO

U.S. Bancorp Asset Management, Inc.
Subsidiary: **PFM Asset Management LLC**
Attn: Allison Corbally
Physical Address: 2 Concourse Parkway
City State Zip: Atlanta, GA 30328
Phone: 404.376.5336
E-mail: corballya@pfmam.com

REMIT-TO ADDRESS

PFM Asset Management LLC
Company’s FEIN # 41-2003732
213 Market St
Harrisburg, PA 17101
Phone: (717) 231-6200

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

The Contract is not exclusive. The County reserves the right to select other Consultants to provide the Services similar to those described in this Contract, during the term of the Contract.

ARTICLE #105 – CONTRACT TERM:

- A. Initial Contract Term.** This Contract is effective on the date of signature shown in *ARTICLE #101* by all parties unless a future effective date is so designated on this contract and will last for twelve (12) months from the date of execution, unless terminated by the parties pursuant to *ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE*.
- B. Contract Renewal.** The County shall have the option, in its sole discretion, to renew the Contract for up to Four (4), One (1) Year Renewal(s). The price, terms, and conditions in effect at the time of each renewal(s) shall remain the same unless the Contract is amended by mutual agreement. Renewal(s) will depend upon the best interests of the County, available funding, and Consultant's performance. Renewal(s) will be accomplished through the issuance of a Contract Renewal Document that must be evidenced in writing by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.

- C. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified Services, the County may, with the written consent of Consultant, extend this Contract for such period as may be necessary to afford the County a continuous supply of the identified Services for up to one (1) year.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

This Contract may not be modified, amended, or added to, except in writing fully executed by both parties hereto. This Contract document 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 by failure to meet the timetables set forth herein, the non-breaching party shall provide written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged 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 letter by thirty (30) days after receipt of the notice 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 seeking relief as to any bonds issued hereon. Additional provisions are;

- A. **Delay or Impossibility of Performance.** Any failure or delay must be beyond the control of and without the fault or negligence of the Consultant. 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 Consultant under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Consultant shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement 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, war, acts of war, 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.

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 the Contract.

C. Transition Cooperation with the County and Cooperation with other Consultants. Consultant 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 Consultant. Further, in the event that the County has entered into or enters into contracts with other Consultants related to the Services, Consultant agrees to cooperate fully with such other Consultants. Consultant shall not engage in any act that will interfere with the performance of work by any other Consultant.

ARTICLE # 108 - TERMINATION:

Either party may terminate this Contract by providing thirty (30) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section 4 above, Consultant shall provide the County with all deliverables up to the date of termination (30 days after the notice is provided), and the County shall pay the Consultant for all work properly performed in compliance with the terms of the Contract up to the date of termination.

A. **Termination for Convenience.** Following thirty (30) days written notice, either party 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 Consultant.

B. **Termination for Cause By County.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Consultant in default of its obligations under the Contract:

1. The Consultant fails to deliver or has delivered nonconforming Services or fails to perform, to the County’s satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Consultant.

2. The County determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur.
3. The Consultant fails to make substantial and timely progress toward performance of the Contract.
4. The Consultant 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 Consultant terminates or suspends its business; or the County reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Consultant 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.
6. The Consultant has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion.

C. **Termination for Cause by Consultant:** The Consultant may declare the County in default of its obligations under the Contract in the event of 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.D. below.

D. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLES #108.B and #108.C. of the Contract, either party shall issue a written Notice of Default to the party that causes one or more of the default events set out in ARTICLES #108.B and #108.C. requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice of Default to the Consultant.

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;
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Consultant; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

E. **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 Contractor in the event of any de-appropriation.

E. Termination due to Failure of Consultant to Act.

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event the Consultant is required to be certified or licensed as a condition precedent to providing the Services, the revocation or 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 Consultant, its agents, employees or sub-Consultants have caused, or reasonably could cause, life, health or safety to be jeopardized.

The Consultant furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

F. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Consultant for Services actually received and accepted by the County 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. **The Consultant's Termination Duties.** Upon receipt of notice of termination, the Consultant shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Consultant.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Consultant under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Consultants during the transition period between the notification of termination and the substitution of any replacement Consultant; and
5. Immediately return to the County any payments made by the County for goods and services that were not delivered by the Consultant.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

The parties agree that the County shall not be responsible for defending or indemnifying any Consultant from any claim brought by any third party against the Consultant.

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONSULTANT:

The Consultant shall not assign or delegate this Contract, or any performance required by it, in whole or in part, without the prior express written consent of the County.

ARTICLE #111 – USE OF THIRD-PARTIES (Sub-Consultants):

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. All restrictions, obligations and responsibilities of the Consultant under the Contract shall also apply to third parties such as sub-Consultants, if allowed in writing by the County. Any Contract with a subconsultant must also preserve the rights of the County.

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Consultant for the Services provided in connection with the Contract.

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 laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq., require procurement records and all other records received by or prepared or maintained on behalf of the County, including, but not limited to; electronic documents, papers, letters, emails, maps, books, tapes, photographs, policies, procedures, notes, computer based or generated information, or similar material, be made open to public inspection, unless otherwise provided by law
- B. **Record Retention and Access.** The Consultant shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

- A. The County shall not be bound by any terms and conditions included in any Consultant's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Consultant that are only accessible by hyper-link. All Terms and Conditions must be printed and approved by the County.

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 - CONSULTANT AND COUNTY RIGHTS AND OBLIGATIONS:

- A. The County has the right at any time to require the Consultant to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Consultant will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Consultant shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

- B. The County has the right to require the Consultant to reassign or remove any employee or subconsultant’s employee from the premises temporarily or permanently when, in the County’s sole opinion, the employee is not suitable. The County’s decision on this matter shall be final, and Consultant will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County’s prior approval.
- C. Consultant agrees to obtain prior written approval from the County for the use of sub-Consultants to provide the Services described in *ARTICLE #103 - DESCRIPTION OF SERVICES* prior to subconsultant’s performance of work.

ARTICLE # 118– INSURANCE REQUIREMENTS:

- A. **Insurance Requirements.** The Consultant must maintain insurance policies at the Consultant'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 insurance certificate must list County as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: “Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504”.

The policy must protect the Consultant and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Consultant 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 on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Consultant pursuant to this Contract:

- 1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Consultant qualifies to pay its own workers compensation claims.). In addition, the Consultant must require all sub-Consultants occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
 - a. Bodily injury by accident - per employee \$ 100,000
 - b. Bodily injury by disease - per employee \$ 100,000
 - c. Bodily injury by disease – policy limit \$ 500,000

2. Commercial General Liability Policy with at least the following minimum coverage:
 - a. Each Occurrence Limit \$1,000,000
 - b. Personal & Advertising Injury Limit \$1,000,000
 - c. General Aggregate Limit \$ 3,000,000
 - d. Products/Completed Ops. Aggregate Limit \$2,000,000

3. Automobile Liability with at least the minimum coverage: \$1,000,000
 Combined Single Limit to cover Any Vehicle, leased or rented by the Consultant
4. Umbrella Liability, Excess Liability per Occurrence \$10,000,000
 Aggregate \$10,000,000

It shall be the responsibility of the Consultant to require all of its sub-Consultants to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. Endorsement must be provided with the insurance certificate.

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must reference the Contract number assigned by the County.

- C. The Consultant understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this ARTICLE #118 shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.

- D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE # 119 – NO WAIVER:

- A. **Authority to Enter into Contract.** The Consultant represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Consultant in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto.”
- B. **Solicitation.** The Consultant warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** Consultant warrants that no County owned vehicles or equipment will be used in the performance of this Contract. Consultant shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP:

Consultant agrees it will not use the name or any intellectual property, including but not limited to, County trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the County.

ARTICLE # 121 - COMPENSATION:

- A. The County will pay the Consultant for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder’s response which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made to the Consultant after acceptance of the Consultant’s delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Consultant understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONSULTANT:

- A. The County will issue a Notice to Proceed to the Consultant, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The PO will be issued by electronic mail (e-mail) to the Consultant's representative in *ARTICLE #102*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Consultant.

The Consultant 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 the PO will not be considered for payment. Consultants are not to begin work or ship any product on any verbal communication from within 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 Work shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Consultant 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 (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

B. Invoice/Payment.

1. Consultant shall invoice the County via email solely to accountspayable@hallcounty.org and only after the Services provided have been inspected and accepted by the County. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Consultant's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Consultant's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received.
4. The Consultant shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Consultant. Consultant agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Consultant fails to timely correct the deficiencies, the County reserves the right to delay payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Consultant's Failure.** If the County determines that the Consultant has failed to perform or deliver any Services as required by the Contract, the Consultant shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Consultant's compensation, which represents payment for Services that were not delivered. To the extent that the Consultant's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs from any amounts payable to Consultant. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. Set-Off Against Sums Owed by the Consultant. In the event that the Consultant owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Consultant against any sum owed to the Consultant, in the County's sole discretion.

E. Final Payment. Consultant 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 Consultant must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS, RETAINAGE

Reserved. Bonds are not required for these services.

ARTICLE # 124 - TAXES:

The County is exempt from Federal Excise Taxes, and the County is exempt from State and Local Sales and Use Taxes on the Services and the County's Sales and Use Tax Exemption Certificate is hereto attached to this contract.

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 State of Georgia. To the extent that either party brings suit to enforce the terms of this Contract, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

No civil action with respect to any dispute or claim arising out of or relating to this Contract may be commenced without first giving thirty (30) calendar day's written notice to the other party of the claim and the intent to initiate a civil action.

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

- A. By signing this Contract, the Consultant certifies that prior to and throughout the performance of all applicable work under this Contract it will remain in full compliance with all federal and state immigration laws, including but not limited to 8 U.S.C. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Consultant will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
- B. Consultant further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any subconsultant providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

In the event of any inconsistency, ambiguity, or conflict among the specific provisions of the Contract and the Consultant's Response, the order of precedence shall be as follows:

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

The Parties acknowledge that the following listed Exhibits and Attachments are hereby incorporated into and made a part of this Contract as though expressly written herein, and that the original RFQ/P # 43-010 documents, and all its Exhibits and Attachments, and the bidder’s response, are incorporate herein to this contract by reference.

EXHIBIT C: Mandatory Cost Proposal Fee Schedule

ARTICLE # 130 - 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 # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

ARTICLE # 132 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set herein shall supersede and govern over all Supplier’s Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as ‘The County’, retains the right to ‘red-line’ sections of the Supplier’s Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services shall be deem as the Supplier’s full and complete acceptance of The County’s Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Consultant, consultant, 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 ‘Consultant’ for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased,

or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.

8. '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.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. No right or interest in the contract shall be assigned by the Supplier without written permission of The County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of this 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.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any and all media production, recordings, videos, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by The County shall become and remain County property and shall be delivered to The County upon request.
32. Invoices should be submitted to The County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
33. In the event that this PO is issued with an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. 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.
35. The Supplier certifies that the Supplier and/or any of its subconsultants have not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination unless otherwise denoted, freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

ARTICLE # 133 – INVESTMENT ADVISOR PROVISIONS

- A. **Services of Consultant.** The County hereby engages the Consultant to serve as investment advisor with respect to the Other Post-Employment Benefits Trust Fund (the “Fund”) under the terms of this Contract, and the Consultant accepts such engagement. The Consultant will determine the asset allocation of investments for the Fund (the “Investment Strategy” of the Fund) on the basis of information provided by the County or other service providers, including the anticipated amounts of cash required by the Fund for distributions and other expenses, and the appropriate risk tolerance for the Fund based upon the cash needs of the Fund and the County’s resources. The Consultant will then execute the Investment Strategy of the Fund by buying and selling shares of the investment funds. Initially the Fund shall be invested in investment funds in specified proportions as set forth in a separate schedule delivered to the County by the Consultant at or prior to the time the Fund is initially

funded (as the same may be revised by the Consultant from time to time, the “Schedule”).

The Consultant will reassess and may alter the Investment Strategy asset allocation at least annually and “rebalance” the investment funds as reflected in the Schedule at least annually to maintain the ratios of the Investment Strategy, and will consult with the County at least annually to determine whether there are reasons to revise the Investment Strategy. The Consultant will conduct a review at least annually of the performance of the investment funds held by the Fund and, in its judgment, will add to or reduce allocations to each investment fund and will add or delete investment funds (within the parameters of the Investment Strategy). The Consultant will promptly advise the County in writing of any revision of the Fund’s Investment Strategy and any additions to or deletions from the investment funds held by the Fund. In addition, the Consultant will provide to the County a quarterly analysis of the performance of the investment funds in which the Fund is invested together with notice of any reallocation of assets among investment funds; the asset balances and market values for such analysis shall be as supplied to the Consultant by the Custodian (as hereinafter defined). In connection with all of the foregoing, the Consultant will promptly give the County written notice of any changes to the Schedule.

The County agrees to legally appoint a custodian (the “Custodian”) to take and have custody of cash, assets and securities of the Fund. The Custodian shall not be the Consultant. The County agrees to enter, or that it has entered, into a custodian agreement with the Custodian. The Consultant is authorized to give instructions to the Custodian with respect to the Fund as to deliveries of securities and payments of cash for the payment of securities. The Consultant shall not take possession of or act as custodian for the cash, securities or other assets of the Fund and shall have no responsibility in connection therewith.

Authorized investments shall include only those investments which are permissible under applicable statutes and regulations and the Fund’s written investment policy, if any, as provided by the County to the Consultant. The Custodian or an affiliate of the Custodian may be the investment advisor of investment funds selected by the Consultant.

- B. Other Compensation.** If and to the extent that the County shall request the Consultant to render services other than those to be rendered by the Consultant under this Contract, such additional services shall be compensated separately on terms to be agreed upon between the Consultant and the County.
- C. Expenses.** The Consultant shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel for managing the Managed Funds. Except as expressly provided otherwise herein, the County shall pay all of its own expenses including, without limitation, taxes, commissions, fees and expenses of the County's independent auditors and legal counsel, if any, brokerage and other expenses connected with the execution of portfolio security transactions, insurance premiums, and fees and expenses of the Custodian.
- D. Registered Advisor; Duty of Care.** The Consultant hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. The Consultant shall immediately notify the County if at any time during the term of this Contract it is not so

registered or if its registration is suspended. The Consultant agrees to perform its duties and responsibilities under this Contract with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith. Nothing herein shall in any way constitute a waiver or limitation of any rights which the County may have under any federal securities laws. The County hereby authorizes the Consultant to sign I.R.S. Form W-9 on behalf of the County and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Contract.

- E. Consultant's Other Clients.** The County understands that the Consultant performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The County agrees that the Consultant, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Managed Funds. The Consultant shall not have any obligation to purchase, sell or exchange any security for the Managed Funds solely by reason of the fact that the Consultant, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.
- F. Disciplinary Actions.** The Consultant shall promptly give notice to the County if the Consultant shall have been found to have violated any state or federal securities law or regulation in any final and unappealable judgment in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission ("SEC") or any other agency or department of the United States, any registered securities exchange, FINRA, or any regulatory authority of any State based upon the performance of services as an investment advisor.
- F. Independent Contractor.** The Consultant, its employees, officers and representatives, shall not be deemed to be employees, agents (except as to the purchases or sale of securities described in subparagraph (A) above), partners, servants, and/or joint ventures of the County by virtue of this Contract or any actions or services rendered under this Contract.
- G. Books.** The Consultant shall maintain records of all transactions in the Managed Funds. The Consultant shall provide the County with a monthly statement showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received, and the value of assets held on the last business day of the month. The statement shall be in the format and manner that is mutually agreed upon by the Consultant and the County.
- H. Brochure and Brochure Supplement.** The Consultant warrants that it has delivered to the County prior to the execution of this Contract the County's current SEC Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The County acknowledges receipt of such brochure and brochure supplement prior to the execution of this Contract.
- I.** Assets invested by the Consultant under the terms of this Contract may from time to time be invested in mutual funds managed by the Consultant (a "Proprietary Fund"). With respect to any such investment, the Fund shall be entitled to a credit against fees described in this Contract, in an amount at least equal to the amount of the investment advisory fee, then in effect and net of any fee waivers applicable to such investment advisory fee, which the Consultant receives from the Proprietary Fund for the investment of the Fund. Expenses

of the Proprietary Fund, including compensation for the Consultant, are described in the relevant prospectus or registration statement and are paid from the Proprietary Fund.

[Signature Page Follows]

IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

PFM ASSET MANAGEMENT LLC

HALL COUNTY, GEORGIA

By: Richard Pengelly

Title: Managing Director

Print Name: Richard Pengelly

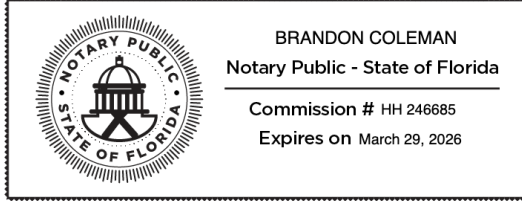
Sworn to and subscribed before me this
24th Day of October, 2022

Notary Public: Brandon Coleman

Notary commission expires: 03/29/2026

PLACE SEAL OR STAMP

Notarized online using audio-video communication



By: _____

Richard Higgins, Chairman
Hall County Board of Commissioners

Attestment: _____
County Clerk

Sworn to and subscribed before me this
_____ Day of _____,

Notary Public: _____

Notary commission expires: _____

PLACE SEAL OR STAMP

APPROVED AS TO FORM:

Van Stephens, County Attorney,
William Linkous, Deputy County
Attorney