

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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**SERVICES CONTRACT
(BANKDEPOSITORY AND/OR
BANK SUB-DEPOSITORY)
(RFP T4166)**

THIS CONTRACT (sometimes referred to herein as the/this "contract" or the/this "agreement") is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Wells Fargo Bank, National Association**, (hereinafter "Bank"). The County agrees to engage Bank as an independent contractor, to assist in providing certain depository and banking services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship: It is understood and agreed that Bank shall not in any sense be considered a partner or joint venture with The County, nor shall Bank hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Bank shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement.

II.

No Waiver of Sovereign Immunity or Powers & Indemnification: Except for the express contractual obligations of The County set forth herein, nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge. During the term of the contract, Bank will indemnify, defend and hold harmless the County and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (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 acts or omissions of 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 any Indemnified Party. In no event will Bank be liable for any indirect, special, exemplary, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based.

III.

Assignment: Bank understands that assignment of this contract by Bank may result in termination by The County pursuant to paragraph X below.

IV.

Compliance With All Laws: Bank will comply in all material respects with any and all applicable local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Bank will be compensated based on a fixed schedule of fees and costs as set forth in Bank's response and proposal to RFP T4166 issued July 12, 2021 ("RFP T4166"), which is incorporated herein as if copied in full. Pursuant to Texas law, payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Services: Bank shall provide services *as an independent contractor* pursuant to terms of this agreement. Bank expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

1. **As described in the attached RFP T4166, which is incorporated herein as if copied in full;**
2. **Bank's Response to RFP T4166, which is incorporated herein as if copied in full;**
3. **The Wells Fargo Commercial Account Agreement Effective August 3, 2021, which is incorporated herein as if copied in full;**
4. **The Wells Fargo Master Agreement for Treasury Management Services, which is incorporated herein as if copied in full; and**

5. **The Wells Fargo's Service Descriptions pertaining to specific treasury management services.**

VII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

1. **As described in the attached RFP T4166, which is incorporated herein as if copied in full;**
2. **Bank's Response to RFP T4166, which is incorporated herein as if copied in full;**
3. **The Wells Fargo Commercial Account Agreement Effective August 3, 2021, which is incorporated herein as if copied in full; and**
4. **The Wells Fargo Master Agreement for Treasury Management Services, which is incorporated herein as if copied in full.**
5. **The Wells Fargo's Service Descriptions pertaining to specific treasury management services.**

In the event there is any express conflict between this contract and any of the above-referenced contract documents/exhibits or incorporated documents, the terms of this contract shall take precedence and govern.

VIII.

Good Faith: Bank agrees to act in good faith in the performance of this agreement.

IX.

Confidentiality: Bank expressly agrees that he or she will not use any incidental confidential information of the County that may be obtained while working in a governmental setting for his or her own benefit except as necessary in connection with services provided hereunder, and agrees that he or she will not enter any unauthorized areas or access confidential information on any County technology system without authorization, and he or she will not disclose any confidential information of the County to unauthorized third parties, and will take care to guard the security of the information at all times. Notwithstanding the foregoing, Bank may disclose confidential information of the County: (i) to federal and state bank examiners, and other regulatory officials having jurisdiction over Bank; (ii) to Bank's representatives (including, without limitation, all other banks and companies affiliated with Wells Fargo & Company, and their legal counsel,

auditors, and other professional advisors retained by Bank or its affiliates who need to know the confidential information in connection with the services provided hereunder), (iii) a required by law or legal process; and (iv) as otherwise authorized in writing by the County. For purposes of this paragraph IX, confidential information of the County does not include information that: (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Bank or its representatives; (b) is or becomes available to Bank from a source not known to Bank to be under an obligation of confidentiality to the County; or (c) is independently developed by Bank without the use of confidential information of the County.

X.

Termination: This agreement may be terminated at any time in whole or in part at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

XI.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and applicable laws of the United States and the laws of the State of Texas shall govern all terms and conditions.

XII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall terminate when terminated pursuant to paragraph X above and the parties will seek to continue reasonable mutually agreed fees and rates as contemplated by RFP T4166 and Bank's Response thereto.

XIII.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIV.

Right to Audit: Bank agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement and promptly upon request and in accordance with Bank's policies, be provided true and accurate copies of any and all books, documents, papers and records of Bank which are directly pertinent to the services to be performed under this Agreement for the purposes of verifying the accuracy of amounts charged or compliance with contractual financial or record-keeping requirements.

XV.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

WITNESS the signatures of all parties in duplicate originals this ____ day of August 2021.

WILLIAMSON COUNTY:

By: _____

Name: _____

Title: _____

**WELLS FARGO BANK,
NATIONAL ASSOCIATION:**

By: 

Name: Andrew B. Deskins

Title: Senior Vice President