



**CITY OF JONESBORO**  
**Work Session**  
**1859 CITY CENTER WAY**  
**October 2, 2023 – 6:00 PM**

NOTE: As set forth in the Americans with Disabilities Act of 1990, the City of Jonesboro will assist citizens with special needs given proper notice to participate in any open meetings of the City of Jonesboro. Please contact the City Clerk's Office via telephone (770-478-3800) should you need assistance.

**Agenda**

- I. CALL TO ORDER - MAYOR DONYA L. SARTOR**
- II. ROLL CALL - MELISSA BROOKS, CITY CLERK**
- III. INVOCATION - PASTOR VINCENT LEDERMAN, JONESBORO FIRST BAPTIST CHURCH**
- IV. ADOPTION OF AGENDA**
- V. PUBLIC HEARING**
  1. Second Public Hearing regarding millage rate adoption for upcoming year and notice of property tax increase (due to the increase in assessed property values per the approved Clayton County tax digest.)
- VI. WORK SESSION**
  1. Discussion regarding Zoning Appeal, 23-ZA-004, for vehicle repair services in the Gateway South Overlay District, by Lance Van Dyke / By the Book Auto Brokers Inc., property owner, and Alexis B. Lopez Rodriguez, applicant, for property at 251 South Main Street (Parcel No. 06001C D001), Jonesboro, Georgia 30236.
  2. Discussion regarding Conditional Use Permit, 23-CU-015, for a recording / editing studio, by New & Associates, property owner, and Michael Smith, Jr., applicant, for property at 112 Stockbridge Road (Parcel No. 13241B D002), Jonesboro, Georgia 30236.
  3. Discussion regarding new lease agreement for 4 new Police Dept. vehicles for FY'24.
  4. Discussion regarding the Jet (Jonesboro Evolves Together) Savings Account Program.
  5. Discussion regarding code language to form the Creative Placemaking Advisory Board within the Beautification Commission.
  6. Discussion regarding ADP proposal for human resources and payroll services.

7. Further discussion regarding fee waiver for Clayton County Public Schools Mental Health 5K, proposed for October 21, 2023.
8. Further discussion regarding proposal from Empower through GAMSG Representative Kevin Webb regarding implementing a 457B retirement plan to supplement the current non-contributory pension plan.
9. Discussion regarding recent Public Works Department activities.

**VII. OTHER BUSINESS**

- A. Executive Session - Possible Litigation, Personnel Matters, and Real Estate
- B. Consider any action(s) if necessary based on decision(s) made in Executive Session

**VIII. ADJOURNMENT**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                         |                                                           |            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------|------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>CITY OF JONESBORO, GEORGIA COUNCIL</b><br><b>Agenda Item Summary</b> | <b>Agenda Item #</b><br><b style="color: red;">- 1</b>    | <b>5.1</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>COUNCIL MEETING DATE</b><br>October 2, 2023                          |                                                           |            |
| <b>Requesting Agency (Initiator)</b><br>Office of the City Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                         | <b>Sponsor(s)</b><br>Community Development Director Allen |            |
| <b>Requested Action</b> <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i><br>Second Public Hearing regarding millage rate adoption for upcoming year and notice of property tax increase (due to the increase in assessed property values per the approved Clayton County tax digest.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                         |                                                           |            |
| <b>Requirement for Board Action</b> <i>(Cite specific Council policy, statute or code requirement)</i><br>Conduct Public Hearing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                         |                                                           |            |
| <b>Is this Item Goal Related?</b> <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i><br>Yes <span style="float: right;"><b>Economic Development, Community Planning, Neighborhood and Business Revitalization</b></span>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                         |                                                           |            |
| <b>Summary &amp; Background</b> <span style="float: right;"><small><i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i></small></span><br><br>The City of Jonesboro has tentatively adopted a millage rate of 8.0 mills which will require an increase in property taxes by 9.60 percent. This increase is due to property values increasing. Even though the City is proposing to keep the millage rate at 8.0 mills, the increase in property values results in a property tax increase.<br><br>All concerned citizens are invited to the public hearings on this tax increase to be held at the Jonesboro City Center located at 1859 City Center Way, Jonesboro Ga on October 9, 2023 at 6:00 PM.<br><br>Times of additional public hearings on this tax increase will be October 2 at 11 AM and <b>October 2 at 6 PM.</b><br><br><span style="color: red;"><b>(Note: The property tax increase is related to the increase in assessed property values per the approved Clayton County tax digest.)</b></span> |                                                                         |                                                           |            |
| <b>Fiscal Impact</b> <span style="float: right;"><small><i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i></small></span><br><br>See above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                         |                                                           |            |
| <b>Exhibits Attached</b> <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i><br><br><ul style="list-style-type: none"> <li>5 Year Tax Advertisement 2023</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                         |                                                           |            |
| <b>Staff Recommendation</b> <i>(Type Name, Title, Agency and Phone)</i><br>None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                         |                                                           |            |

| <b>FOLLOW-UP APPROVAL ACTION (City Clerk)</b>                     |                                 |  |
|-------------------------------------------------------------------|---------------------------------|--|
| <b>Typed Name and Title</b><br>Melissa Brooks, Interim City Clerk | <b>Date</b><br>October, 2, 2023 |  |
| <b>Signature</b>                                                  | <b>City Clerk's Office</b>      |  |

### CITY OF JONESBORO NOTICE OF PROPERTY TAX INCREASE

The City of Jonesboro has tentatively adopted a millage rate of 8.0 mills which will require an increase in property taxes by 9.60 percent. This increase is due to property values increasing. Even though the city is proposing to keep the millage rate at 8.0 mills, the increase in property values results in a property tax increase.

All concerned citizens are invited to the public hearings on this tax increase to be held at the Jonesboro City Center located at 1859 City Center Way, Jonesboro GA on October 9, 2023 at 6:00PM.

Times of additional public hearings on this tax increase will be be October 2, at 11AM, October 2, at 6PM

### CITY OF JONESBORO NOTICE OF FIVE YEAR TAX HISTORY

The City of Jonesboro does hereby announce the proposed millage rate will set at a meeting held at 1859 City Center Way, Jonesboro, GA on October 9, 2023 at 6PM pursuant to the requirements of the O.C.G.A. 48-5-32 and does hereby publish the following presentation of the current year's tax digest and levy along with the history of the digest and levy for the past five years

The City of Jonesboro invites the public to comment on the upcoming millage rate adoption during 3 public hearings to be held at 1859 City Center Way Jonesboro, GA October 2, 2023, 11AM, October 2, at 6 PM and October 9 at 6PM

| TAX YEAR                               | 2019        | 2020        | 2021        | 2022         | 2023         |
|----------------------------------------|-------------|-------------|-------------|--------------|--------------|
| RESIDENTIAL                            | 30,201,441  | 35,535,337  | 45,470,933  | 56,792,532   | 67,447,387   |
| AGRICULTURAL/CONSERVATION              | 31,315      | 31,315      | 47,384      | 55,870       | 74,643       |
| COMMERCIAL                             | 74,218,151  | 78,300,110  | 85,371,461  | 88,532,496   | 100,112,028  |
| INDUSTRIAL                             | 6,799,242   | 6,739,059   | 9,838,808   | 10,685,080   | 16,256,080   |
| UTILITY                                | 6,063,576   | 5,733,475   | 5,729,057   | 5,538,831    | 7,102,223    |
| MOTOR VEHICLE                          | 1,911,910   | 1,607,070   | 811,220     | 1,111,480    | 1,094,190    |
| MOBILE HOME                            | -           | -           | -           | -            | -            |
| TIMBER                                 | -           | -           | -           | -            | -            |
| HEAVY DUTY EQUIPMENT                   | -           | 4,900       | -           | 10,370       | 3,579        |
| GROSS DIGEST                           | 119,225,635 | 127,951,266 | 147,268,863 | 162,726,659  | 192,090,130  |
| EXEMPTIONS-M&O                         | 13,809,076  | 16,116,267  | 13,841,977  | 13,806,653   | 13,805,596   |
| CITY EXEMPTIONS                        | 8,838,655   | 7,567,550   | 4,530,000   | 6,480,000    | 4,520,000    |
| NET M&O DIGEST                         | 96,577,904  | 104,267,449 | 133,426,886 | 148,920,006  | 178,284,534  |
| Gross M&O Millage                      | 19.78       | 20.98       | 19.96       | 21.02        | 19.02        |
| Less Rollback (Local Option Sales Tax) | 15.78       | 14.98       | 12.96       | 13.02        | 11.02        |
| Net M&O Millage                        | 4.00        | 6.00        | 7.00        | 8.000        | 8.000        |
| TOTAL                                  | 2019        | 2020        | 2021        | 2022         | 2023         |
| GROSS DIGEST VALUE                     | 119,227,694 | 127,953,328 | 151,800,924 | 169,208,723  | 196,612,191  |
| Total Taxes Levied                     | \$ 386,312  | \$ 625,605  | \$ 933,988  | \$ 1,191,360 | \$ 1,426,276 |
| Net Increase (Decrease)                | \$ 24,849   | \$ 239,293  | \$ 308,384  | \$ 257,372   | \$ 234,916   |
| Net Levy Percent                       | 6.87%       | 61.94%      | 49.29%      | 27.56%       | 19.72%       |

Rollback Millage Rate  
FY 2023 Millage Rate to be set  
Percentage Increase from Rollback

7.299  
8.000  
9.60%



# CITY OF JONESBORO, GEORGIA COUNCIL

## Agenda Item Summary

Agenda Item #

6.1

- 1

COUNCIL MEETING DATE

October 2, 2023

**Requesting Agency (Initiator)**

Office of the City Manager

**Sponsor(s)**

Community Development Director Allen

**Requested Action** (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding Zoning Appeal, 23-ZA-004, for vehicle repair services in the Gateway South Overlay District, by Lance Van Dyke / By the Book Auto Brokers Inc., property owner, and Alexis B. Lopez Rodriguez, applicant, for property at 251 South Main Street (Parcel No. 06001C D001), Jonesboro, Georgia 30236.

**Requirement for Board Action** (Cite specific Council policy, statute or code requirement)

Section 86-344 Zoning Appeal; Table of Uses, Article VI, Sec. 86-204; Sec. 86-118 Gateway South Overlay

**Is this Item Goal Related?** (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Economic Development, Community Planning, Neighborhood and Business Revitalization

**Summary & Background**

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Agency recommendation – **Approval of Zoning Appeal**; In the spring, the applicant filed a zoning verification for vehicle repair services at 251 South Main Street, which is in the Gateway South Overlay District. This District now prohibits new vehicle repair businesses from coming into the District (although there are multiple repair businesses there already), in an effort to slowly improve the aesthetic and economic diversity in the southern portion of the City in the future. I informed the property owner and applicant of the option of applying for a Zoning Appeal for the particular use. The property has been conducting this type of business for 20 years, and the building where the applicant's new business would be located is already suited for it, having overhead garage doors and lifts inside. This use is not grandfathered due to it being a new petition.

1. The business would be located in the same building as a few other repair services. It would not really be noticed visibly from the road.
2. Although the goal of the Gateway South Overlay District is to limit this type of use in the future, this situation is a different story than building a new building for vehicle repair. Surrounding uses are currently complimentary.

(Note: the same applicant also submitted a zoning request for an automotive repair training center, which would require a separate conditional use permit application. Currently, the applicant has not applied for that use. Therefore, approval or disapproval of the application before you is just confined to vehicle repair.)

**Fiscal Impact**

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Private Owner

**Exhibits Attached** (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- Zoning Info
- Property Pictures
- Zoning Appeal - 251 South Main Street - Vehicle Repair October 2023 - Legal Notice

### FOLLOW-UP APPROVAL ACTION (City Clerk)

**Typed Name and Title**

Melissa Brooks, Interim City Clerk

**Date**

October, 2, 2023

**Signature**

**City Clerk's Office**

- Zoning Sign
- Acceptance Letter

6.1

**Staff Recommendation** *(Type Name, Title, Agency and Phone)*

**Approval**

**Maria Wetherington**

**From:** ALEXIS LOPEZ <noreply@jotform.com>  
**Sent:** Tuesday, April 25, 2023 10:40 AM  
**To:** David Allen; Ricky , L. Clark, Jr.; Maria Wetherington; Pat Daniel  
**Subject:** Re: Jonesboro, GA: Zoning Verification Request - ALEXIS LOPEZ

 **Jonesboro, GA: Zoning Verification Request**

**Name of Applicant:** ALEXIS LOPEZ  
**Name of Business:** D&A AUTO REPAIR & SALES LLC  
**Property's Address:** Street Address: 251 SOUTH MAIN ST  
 Street Address Line 2: STE B  
 City: JONESBORO  
 Postal / Zip Code: 30236  
**Email Address:** ALEXXXLOPEZR@GMAIL.COM  
**Phone: (Day)** (678) 900-2758  
**Phone: (Evening)** (678) 900-2758  
**Current Use of Property** MECHANIC SHOP  
**Proposed Use of Property (Please provide in great detail the intended use of the property):** MECHANIC SHOP MAYBE IN THE FUTURE TRANSFER MY DEALER LICENSES TO THIS ADDRESS BUT RIGHT NOW JUST FOR MECHANIC WORK PURPOSE  
**Applicant's Signature** Alexis Lopez  
**Date** 04-25-2023

You can [edit this submission](#) and [view all your submissions](#) easily.

EX. ZONING: CZ

NAICS CODE: 811111

REQ. ZONING: CZ, M1

CONDIT. USE REQ?: YES

DENIED - NOT ALLOWED IN GATEWAY SOUTH  
OVERLAY



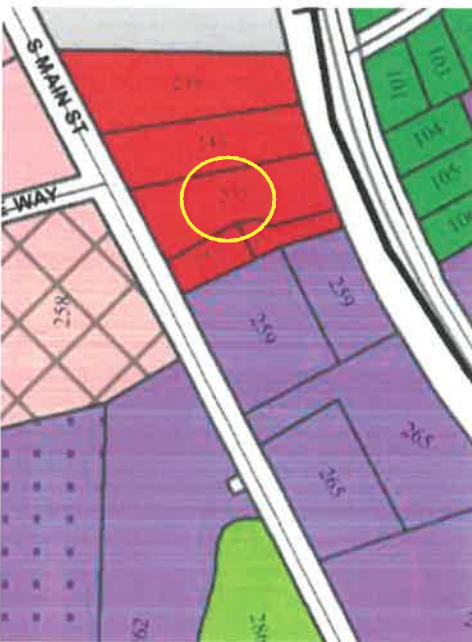
4/25/23

**Applicant – Alexis Lopez**  
**Name of Business – D & A Auto Repair & Sales LLC**  
**Address - 251 South Main Street, Suite B**  
**Zoning District – C-2**  
**NAICS – 811111**

**Proposed Use: Auto Repair**

Use is permitted "by right" in the district indicated = P; Use is permitted as a conditional use (section indicated) = C; Use is not permitted = N

| NAICS Code | USES                                                                | R-2 | R-4 | R-C | CCM | RM | H-1 | H-2 | O&I | MX | C-1 | <b>C-2</b> | M-1 | Code Section                         |
|------------|---------------------------------------------------------------------|-----|-----|-----|-----|----|-----|-----|-----|----|-----|------------|-----|--------------------------------------|
| 811111     | Automotive Repair, General, including engine repair and replacement | N   | N   | N   | N   | N  | N   | N   | N   | N  | N   | <b>C*</b>  | P   | Sec. 86-118; Sec. 86-652; Moratorium |



#### Zoning Classifications

|  |                                             |
|--|---------------------------------------------|
|  | A Assembly Rights                           |
|  | H Historic Residential                      |
|  | AH Historic Residential and Assembly Rights |
|  | T Tara Boulevard                            |
|  | County Parcels                              |
|  | C-1 Neighborhood Commercial District        |
|  | C-2 Highway Commercial District             |
|  | H-1 Historic District                       |
|  | H-2 Historic District                       |
|  | M-1 Light Industrial District               |
|  | MX Mixed Use District                       |
|  | O-1 Office and Institutional District       |
|  | R-2 Single Family Residential District      |
|  | R-4 Single Family Residential District      |
|  | R-C Cluster Residential District            |
|  | RM Multifamily Residential District         |

Jonesboro City Limit

**\*2) Prohibited uses:** The following primary uses, which otherwise may be permitted or allowed by conditional use permit in other City zoning districts, shall be prohibited in the Gateway South District Overlay:

- Community Food Services, such as Food Banks;
- Community Housing Services;
- Nursing Care Facilities, including Nursing Homes;
- Residential Mental Health Facilities;
- Residential Developmental Disability Homes (Major Disability);
- Residential Mental and Substance Abuse Care;
- Continuing Care, Assisted Living Facilities;
- Ambulance Services (Transportation);
- Blood and Organ Banks;
- Psychiatric and Substance Abuse Hospitals;
- Other Residential Care Facilities, Personal Care Homes;

- (l) Other Residential Care Facilities, Group Homes for Adults without major disabilities, and not involving Mental Health or Substance Abuse);
- (m) Other Residential Care Facilities, Youth Homes;
- (n) Racetracks, including small vehicles, go-karts and motorcycles;
- (o) Amusement and Theme Parks;
- (p) Amusement Arcades, primarily indoor;
- (q) Other Amusement and Recreation Industries;
- (r) Billiard and Pool Halls;
- (s) Recreational Shooting Clubs;
- (t) Hookah Lounge (Smoking Bar, but not Cigar Lounge);
- (u) Cigar Lounges, with or without alcoholic beverage service;
- (v) Bowling Centers;
- (w) Golf Courses and Country Clubs;
- (x) Outdoor, Drive-In Motion Picture Theaters;
- (y) Motion Picture Theaters (including drive-ins);
- (z) Zoos and Botanical Gardens;
- (aa) Construction Offices, with or without outdoor storage;
- (bb) All Other non-depository Credit Intermediation, including Pawn Shops;
- (cc) Other Activities related to Credit Intermediation, including Check Cashing Services;
- (dd) Facilities Support Services;
- (ee) Kidney Dialysis Centers;
- (ff) Lessors of Nonresidential Building (except mini warehouses), including Event Centers  
(excluding funerals and wakes);
- (gg) Massage Therapy, State Licensed Only, Massage Parlors;
- (hh) Temporary Help Services, Manual Labor Pools;
- (ii) Veterinary Services, including Animal Hospitals;
- (jj) Outdoor Advertising, Large-scale, including Billboard Displays;
- (kk) All Types of Vehicle Repair and Maintenance;

David D. Allen, Zoning Administrator / Community Development Director  
April 25, 2023

Google Maps 251 S Main St



Jonesboro, Georgia  
Google Street View  
Feb 2021 See more dates

Image capture: Feb 2021 © 2023 Google



Google Maps 251 S Main St



Jonesboro, Georgia

Google Street View

Feb 2021

See more dates

Image capture: Feb 2021 © 2023 Google



Google Maps 288 S Main St



Extra Space Storage  
31-W Insulation

## Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on October 9, 2023, in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA, to consider a Zoning Appeal for vehicle repair services in the Gateway South Overlay District, by Lance Van Dyke / By the Book Auto Brokers Inc., property owner, and Alexis B. Lopez Rodriguez, applicant, for property at 251 South Main Street (Parcel No. 06001C D001), Jonesboro, Georgia 30236. Mayor & Council will first discuss the item at their Work Session, to be held on October 2, 2023 at 6 pm, also in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA

David Allen  
Community Development Director

Publish 9/20/23



# CITY OF JONESBORO PUBLIC NOTICE

An application has been filed for a

**ZONING APPEAL**

at this location

**251 South Main Street**

A PUBLIC HEARING on this application will be held on **OCTOBER 9 20 23**, at **6** p.m.

**1859 City Center Way**

Any questions, call City Hall at 770-478-3800

Date of Posting – **SEPTEMBER 20 20 23**

**ATTENTION**

**DO NOT REMOVE UNTIL ABOVE MEETING DATE**  
Anyone caught defacing or removing this sign shall be guilty of a misdemeanor



## MEMORANDUM

**To:** Alexis B. Lopez Rodriguez  
251 South Main Street  
Jonesboro, GA 30236

**From:** David D. Allen  
City of Jonesboro  
1859 City Center Way  
Jonesboro, GA 30236

**Date:** September 21, 2023

**Re:** Notification of Request for Zoning Appeal – Auto Repair, 251 South Main Street;  
Tax Map Parcel No. 06001C D001

Dear Applicant,

This letter is to serve as notification that the City of Jonesboro has received your request for the following requested zoning appeal for the above referenced property:

- Auto Repair

A Public Hearing has been scheduled for Monday, October 9, 2023 at 6:00 p.m. before the Jonesboro Mayor and City Council to consider the request as described above. The Jonesboro Mayor and City Council will first discuss this item at their next Work Session on Monday, October 2, 2023 at 6:00 p.m. The meetings will be conducted in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, Ga. If you have any questions, please do not hesitate to contact me at 770-570-2977 or at [dallen@jonesboroga.com](mailto:dallen@jonesboroga.com).

Sincerely,

David D. Allen  
Community Development Director / Zoning Administrator

Attachment: Acceptance Letter (3536 : 251 South Main Street - Auto Repair)



# CITY OF JONESBORO, GEORGIA COUNCIL

## Agenda Item Summary

Agenda Item #

6.2

- 2

COUNCIL MEETING DATE

October 2, 2023

Requesting Agency (Initiator)

Office of the City Manager

Sponsor(s)

Community Development Director Allen

**Requested Action** (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding Conditional Use Permit, 23-CU-015, for a recording / editing studio, by New & Associates, property owner, and Michael Smith, Jr., applicant, for property at 112 Stockbridge Road (Parcel No. 13241B D002), Jonesboro, Georgia 30236.

**Requirement for Board Action** (Cite specific Council policy, statute or code requirement)

Conditional Use Permit for Recording Studio in the Historic District

**Is this Item Goal Related?** (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Community Planning, Neighborhood and Business Revitalization

**Summary & Background**

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Agency recommendation – **Approval of Conditional Use Permit, with conditions**; A couple of months ago, the applicant filed a zoning verification for a recording studio at 112 Stockbridge Road, which is in the Historic District (H-1). The property is located at the very edge of the Historic District, in an existing house that has been used as a business office in the past. Across the street is a law office and an Air BnB. To the west of the subject property is Mr. Boak's residence. To the east, are the office suites at 118 Stockbridge Road. The subject property is outside of the JW Arnold school zone. There are about 6 parking spaces (including the driveway) on the property, which can accommodate one or two employees and a couple of clients at a time, without parking on the road. The use requires a conditional use permit in that zoning, with the following approval conditions:

*Sec. 86-138. - NAICS 51224, 51225 Sound recording industries.*

*The following conditions are assigned in the H-1, H-2, O&I, MX, C-1, and M-1 districts:*

*(1) No noise generated by the use shall be perceptible at the property boundary.*

Per the applicant's enclosed information, the business will be appointment only. It would have two studio rooms to start, which would be sound proofed. (The applicant intends to soundproof the whole building.) He would be the only employee (engineer), but if the business was good, he would like to have 1 or 2 more sound engineers.

Per the applicant, there will be no events or parties held at the property. The applicant plans to run the studio 24 hours a day, 7 days a week, as many of his clients come in between the hours of 7 pm to 3 am. *Avg each session comes in a 3 person group. My policy cap at 4 people in a single session, and I make sure I have everybody in the group's identification. I also won't have more than 2 sessions at a time, so two groups maximum. If it helps, I can also put a closing time on it. Does 3 or 2am work better?*

If adequately sound proofed, the use can meet the only approval condition of "no noise generated by the use shall be perceptible at the property boundary." With limited traffic, the use would not conflict with nearby businesses. The main consideration would be the Boak residence next door. However, there is already a wood fence and some dense trees and shrubs already along the shared property line between the residence and the proposed studio property.

**If the Mayor and Council should approve the application, the following minimum approval conditions should apply:**

**1. No business activity shall occur between the hours of 2 am and 8 am daily.**

### FOLLOW-UP APPROVAL ACTION (City Clerk)

Typed Name and Title

Melissa Brooks, Interim City Clerk

Date

October, 2, 2023

Signature

City Clerk's Office

2. Only paved areas shall be used for parking.
3. No hosting of events or parties is approved for the property.
4. Business activity shall occur indoors only.
5. No portion of the building shall be used for living space.

**Fiscal Impact***(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

Private Owner

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Zoning Info
- Property Pictures
- Studio Info
- Conditional Use - 112 Stockbridge Road - Recording Studio - Legal Notice
- Zoning Sign
- Acceptance Letter

**Staff Recommendation** *(Type Name, Title, Agency and Phone)***Approval, with Conditions**



**CITY OF JONESBORO**  
 1859 City Center Way  
 Jonesboro, Georgia 30236  
 City Hall: (770) 478-3800  
 Fax: (470) 726-1646  
 www.jonesboroga.com

*MARHA*

## ZONING VERIFICATION REQUEST

### Important Notice:

BEFORE leasing, purchasing, or otherwise committing to a property you are **STRONGLY ADVISED** to confirm that the zoning and physical layout of the building and site are appropriate for the business use intended and will comply with the City's Zoning Ordinance. This includes having a clear understanding of any code restrictions, limitations or architectural guidelines that may impact your operation and any building and site modifications that may be necessary to open your business. This document does not authorize a business to conduct business without an Occupational Tax Certificate. This could result in closure and/or ticketing.

### Applicant's Information

Name of Applicant: Michael Smith  
 Name of Business: Mixed by LMB LLC - LMG Recording Studio  
 Property's Address: 112 Stockbridge Rd, Jonesboro GA 3023  
 Email Address: mixedbylmg@gmail.com  
 Phone: (Day): 470-653-3195 (Evening): 470-653-3195

### Property Information

Current Use of Property: Not being used  
 Proposed Use of Property (Please provide in great detail the intended use of the property):  
Commercial Recording Studio and Electronics Shop  
Note: I understand the reputation of studios. There will be no gangs, parties or anything of the nature at my establishment.  
Michael Smith 7/25/23

Applicant's Signature

Date

### FOR OFFICE USE ONLY:

Current Zoning: H1

NAICS Code: 51224

Required Zoning: H1, H2, OT1, MX, CR, M1

Conditional Use Needed? Yes or No

☐ APPROVED

DENIED ☐

Comments:

CONDITIONAL USE PERMIT REQUIRED AND MUST  
COMPLY WITH SEC. 86-138  
7/26/23

Zoning Official Signature

Date

*Note: My studio is currently on google so you can see I already ran my business with professionalism. LMG Recording*

**Applicant – Michael Smith**  
**Name of Business – Mixed by LMG LLC, LMG Recording Studios**  
**Address - 112 Stockbridge Road**  
**Zoning District – H1**  
**NAICS – 51224**  
**Proposed Use: Commercial recording studio**

| NAICS Code | USES                    | R-2 | R-4 | R-C | CCM | RM | H-1 | H-2 | O&I | MX | C-1 | C-2 | M-1 | Code Section |
|------------|-------------------------|-----|-----|-----|-----|----|-----|-----|-----|----|-----|-----|-----|--------------|
| 51224      | Sound Recording Studios | N   | N   | N   | N   | N  | C   | C   | C   | C  | N   | P   | C   | Sec. 86-138  |

Use is permitted "by right" in the district indicated = P; Use is permitted as a conditional use = C; Use is not permitted = N

### Zoning Classifications



**Sec. 86-138. - NAICS 51224, 51225 Sound recording industries.**

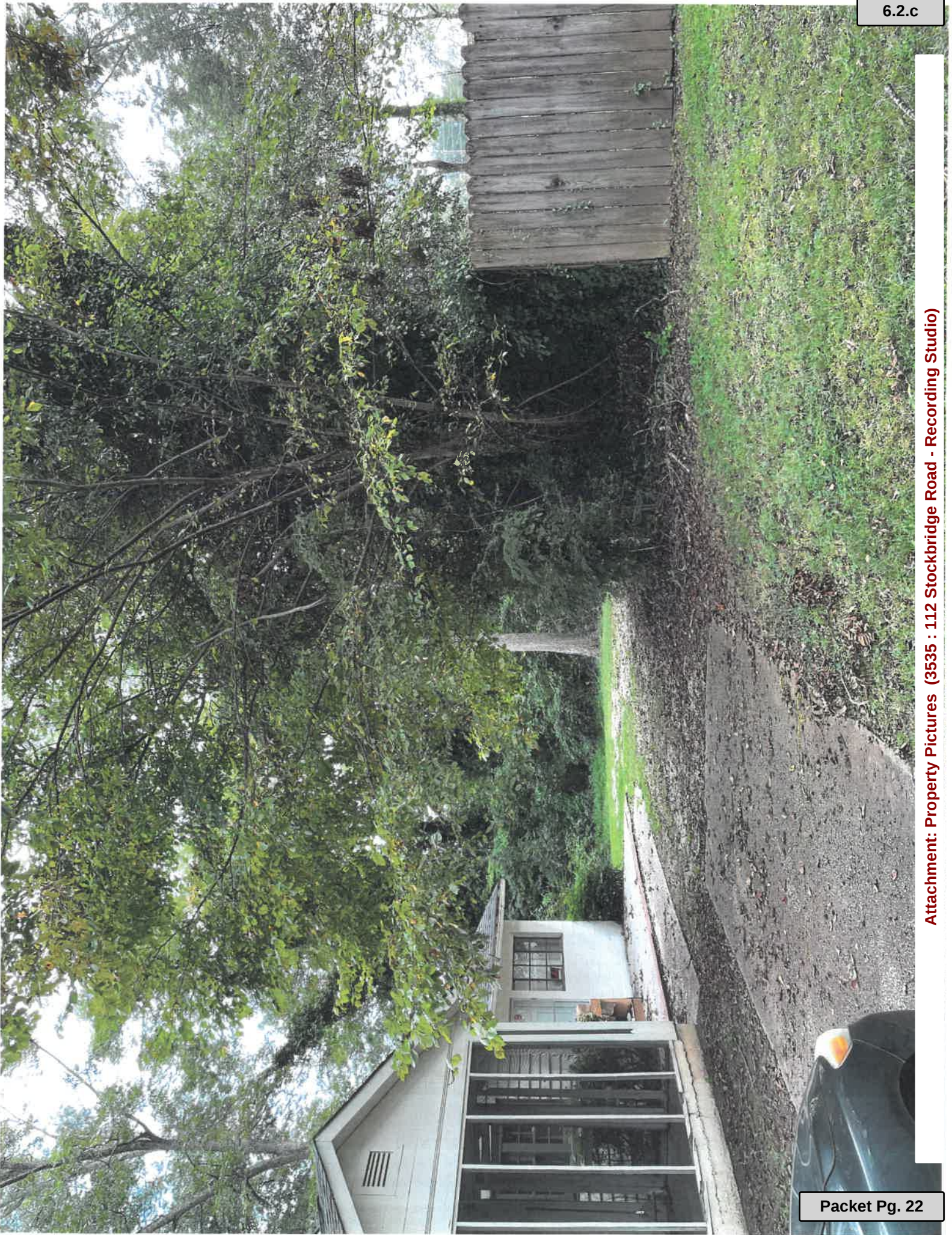
**The following conditions are assigned in the H-1, H-2, O&I, MX, C-1, and M-1 districts:**

**(1) No noise generated by the use shall be perceptible at the property boundary.**

Attachment: Zoning Info (3535 : 112 Stockbridge Road - Recording Studio)



Attachment: Property Pictures (3535 : 112 Stockbridge Road - Recording Studio)







## David Allen

---

**From:** Mixedbylmg <mixedbylmg@gmail.com>  
**Sent:** Thursday, September 21, 2023 10:37 AM  
**To:** David Allen  
**Subject:** Re: 112 Stockbridge Road - Conditional Use

1. Yes I have my own sound proofing, and I also have a budget to sound proof the whole building
2. For right now, there will be 2 studios in there, but I do plan to expand in the future.
3. As of right now, I'm the only employee; I'm the owner and head engineer. I plan to increase to 2 or 3 engineers though.
4. It will not be used to hold parties.
5. I plan to run the studio 24/7.
6. Yes; it already is.

On Thu, Sep 21, 2023 at 9:15 AM David Allen <[dallen@jonesboroga.com](mailto:dallen@jonesboroga.com)> wrote:

Good morning,

Working on your staff report for your application, and I would like to get some more information:

1. Would the walls of the actual studio room(s) be sound proofed in any way?
2. How many studio rooms would be in the building?
3. How many employees would be on the premises any given time?
4. Confirmation that the property will not be used to host events or parties.
5. Latest hours studio can be booked or used for recording. Weekend times?
6. Will you be improving the building in any way? Will the back yard area be paved for parking?

Thank you.

Attachment: Studio Info (3535 : 112 Stockbridge Road - Recording Studio)



**Loyalty Must Grow  
Recording Studios**



## Best Sound Quality in Atlanta

On phone, click the tab in the upper left corner

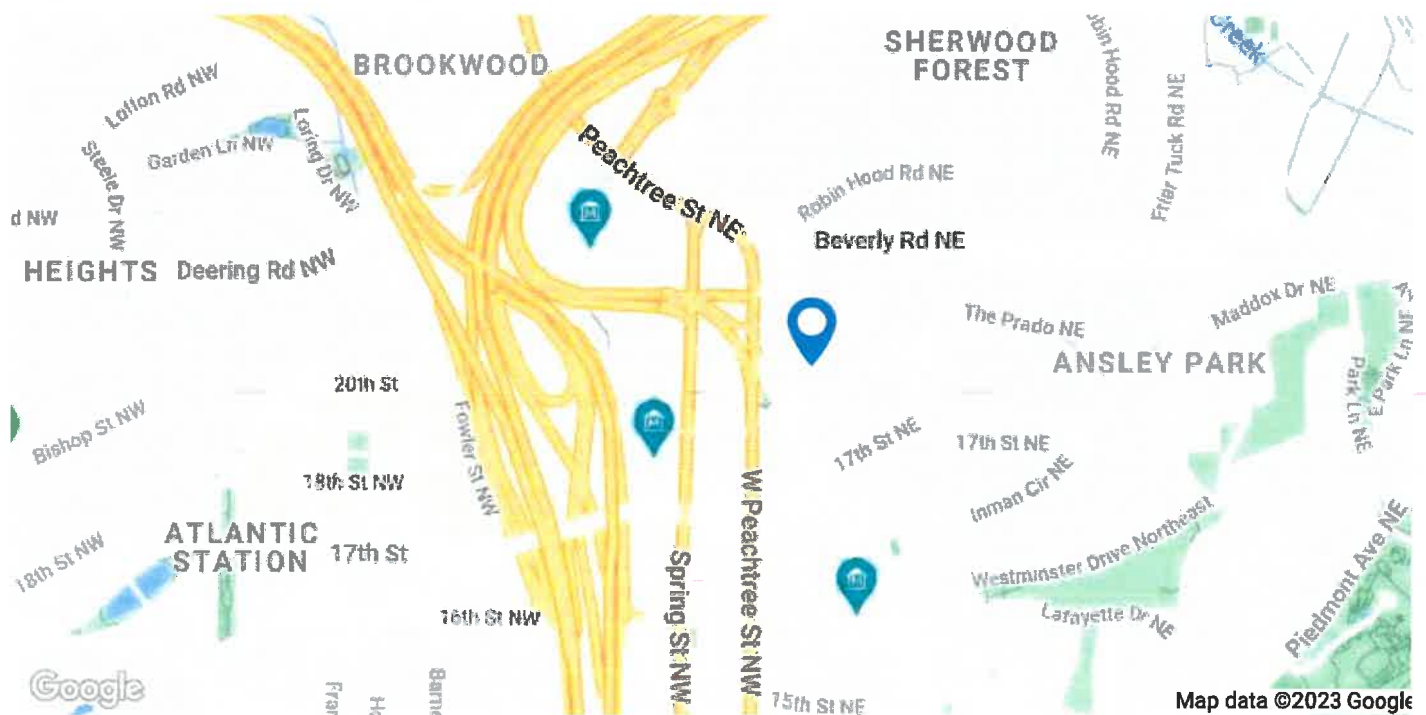
### Studio Policies

**Read before booking (Failure to adhere will result in session cancellation)**

- No Smoking. There is a smoking area
- No Guns (We Have Security and are Card Locked)
- Studio Capacity: 4 people

- If more than an hour late client loses deposit
- There is an id card check at the door. Must match name on service agreement
- Sessions can only be rescheduled with 48 hour notice.
- Studios hold ownership of photos until paid for
- Book using same name on card, real name
- In No Engineer sessions, Client is responsible for having engineer or producer that knows how to work equipment.
- Deposit is non refundable. Once engineer has started working, Backend is nonrefundable
- Service agreement must be signed with same name on card.
- If clients shows up without the final half of payment, deposit is forfeited.

[Learn more](#)



Attachment: Studio Info (3535 : 112 Stockbridge Road - Recording Studio)

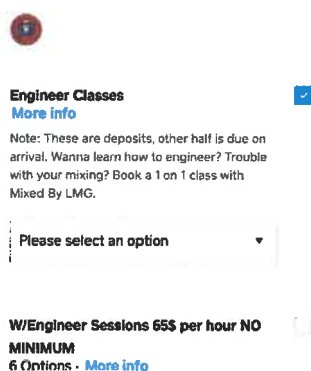
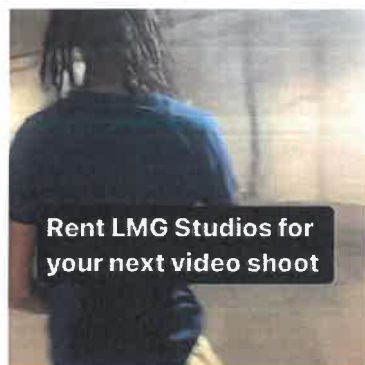
## Location & Hours

Mixed By LMG  
 1447 Peachtree St NE, 490B  
 Atlanta, Georgia 30309  
 (470) 653-3195  
[mixedbylmg@gmail.com](mailto:mixedbylmg@gmail.com)

[Get directions](#)

## Explore our Instagram

@mixedbylmgstudios



[See full feed](#)

## Loyalty Must Grow Recording Studios

Mixed By LMG   Studio A   Recording   Mixing Mastering   Templates   1 on 1 Classes

Full Service List   Studio Set up   Song Catalog   Consultation   Gallery

Internship/Contracted Work   What we offer



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## Loyalty Must Grow Recording Studios



### Studio A: Lobby and Recording Room



Attachment: Studio Info (3535 : 112 Stockbridge Road - Recording Studio)



# Apollo Twin MKII

Our Studio is powered by the famous Apollo Twin MKII to deliver professional sound quality in recording sessions.





## Heritage Audio Elite Series Pre Amp & KlarkTeknik Compressor

We take professional quality to the next level by adding professional hardware gear to our studio.

Our Heritage Audio Preamp gives vocal an extra boost for a superb mix.

To add, our KlarkTeknik Compressor adds even more quality by compressing too loud vocals, and enhancing too low vocals.





## MXL 770 Condensor Mic w/ Kaotica Eyeball Vocal Treatment

Our MXL mic is perfect for intense rap or singing vocals. Our Kaotica eyeball allows for perfect acoustic treatment to ensure vocals come out "crispy" as producers have said.

### Loyalty Must Grow Recording Studios

[Mixed By LMG](#)   [Studio A](#)   [Recording](#)   [Mixing Mastering](#)   [Templates](#)   [1 on 1 Classes](#)  
[Full Service List](#)   [Studio Set up](#)   [Song Catalog](#)   [Consultation](#)   [Gallery](#)  
[Internship/Contracted Work](#)   [What we offer](#)



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## Loyalty Must Grow Recording Studios



### High School/College Special 3 hours for 100

For all our smart kids that wanna book studio time. This is only for minors and college studnets

[Book Now](#)





## Standard Session W/ Engineer (Starting at 50\$)

Standard tracking sessions. Each Session comes with a major platform pre mix, and includes light mixing in the time period.

Book Now

Attachment: Studio Info (3535 : 112 Stockbridge Road - Recording Studio)



Attachment: Studio Info (3535 : 112 Stockbridge Road - Recording Studio)

## Block Session (starts 3 hours for 120

Save on your recording time by booking a block session.  
Offering 3 hours for 120; 6 hours for 240; 8 hours for 300.  
Comes with light mix

Book Now



## Loyalty Must Grow Recording Studios

Mixed By LMG   Studio A   Recording   Mixing Mastering   Templates   1 on 1 Classes  
Full Service List   Studio Set up   Song Catalog   Consultation   Gallery  
Internship/Contracted Work   What we offer



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## Loyalty Must Grow Recording Studios



Attachment: Studio Info (3535 : 112 Stockbridge Road - Recording Studio)

## 1 on 1 Classes with Mixed By LMG

Interested in learning engineering and from an actual engineer?

At Mixed by LMG Studios, we have offer 1 on 1 classes with our owner and head engineer

Mixed by LMG, who at 24 became the youngest commercial recording studio owner in Atlanta Ga.  
Click below and check out 1 on 1 Classes for more information .

Book Now

Loyalty Must Grow  
Recording Studios

- Mixed By LMG
- Studio A
- Recording
- Mixing Mastering
- Templates
- 1 on 1 Classes
- Full Service List
- Studio Set up
- Song Catalog
- Consultation
- Gallery
- Internship/Contracted Work
- What we offer



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Powered by Square

Attachment: Studio Info (3535 : 112 Stockbridge Road - Recording Studio)

Quality comes first

The greatest

MixingExample

Service menu

Mixed By LMG • Opening at 10:00 am • +1 470-653-3195 • [mixedbylmg@gmail.com](mailto:mixedbylmg@gmail.com)  
5 Star Sound Engineer W/Recording Studio Specialty - Mixing Mastering No guns permitted, no smoking in studio 3 people limit Contact for mixing subscriptions Studio Rules: Recording sessions require deposit  
1447 Peachtree St NE 490B Atlanta, GA 30309

Book

My bookings

Services Staff

The Honor Roll Special (Special Prices for minors and college students)

Note: these sessions are only bookable for minors (under 18) or college students 18-23 All minors must be have parents signature on service agreement

Book now \$50.00+ 3 hrs+

Block Sessions

For a limited time, clients can book 3 hours for 150\$ or 6 hours for 300\$ Comes with a light mix.

Book now \$60.00+ 3 hrs+

W/Engineer Sessions 50 per hour NO MINIMUM

Note: these are deposits, other half due on arrival. Book a session with our experienced engineer. Comes with major platform pre mix and light mixing during session (Full LMGMix&Master is extra) Comes with...

**Book now** \$50.00+ 1 hr+

### W/O Engineer Sessions 35\$ per hour 2 hour minimum

Note: these are deposits, other half due on arrival. Experienced engineer and want to work in a real studio? Need somewhere safe and secure to produce? Tired of the untreated studios with poor sound...

**Book now** \$35.00+ 2 hrs+

### Studio Set Ups

Just bought a home studio set up? Need help getting started? Just have a quick question? Need guidance from an engineer so you can focus on being an artist. LMG also offer studio set up; he will come to your...

**Book now** \$50.00+ 1 hr+

### Engineer Classes

Note: These are deposits, other half is due on arrival. Wanna learn how to engineer? Trouble with your mixing? Book a 1 on 1 class with Mixed By LMG.

**Book now** \$50.00+ 1 hr+

### Consulation

Working with a budget? Want mixing with your recording? Need help with setting up your studio? Have a large project? Book a consultation with us today and we'll help you out. Schedule a time and meet us at...

**Book now** 50\$ 1 hr

## Featured Items



## Loyalty Must Grow Recording Studios

[Mixed By LMG](#)   [Studio A](#)   [Recording](#)   [Mixing Mastering](#)   [Templates](#)   [1 on 1 Classes](#)  
[Full Service List](#)   [Studio Set up](#)   [Song Catalog](#)   [Consultation](#)   [Gallery](#)  
[Internship/Contracted Work](#)   [What we offer](#)



Stay in the Loop



## Loyalty Must Grow Recording Studios



Attachment: Studio Info (3535 : 112 Stockbridge Road - Recording Studio)

## Studio Setup

Just bought a home studio set up? Need help getting started? Just have a quick question? Need guidance from an engineer so you can focus on being an artist. LMG also offer studio set up; he will come to your place and set up the gear for you. There's even technical support options for clients who can't come to the studio or have quick questions.

[View products](#)

## Legal Notice

Public Hearing will be held by the Mayor and Council of the City of Jonesboro at 6:00 P.M. on October 9, 2023, in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA, to consider a Conditional Use Permit for a recording / editing studio, by New & Associates, property owner, and Michael Smith, Jr., applicant, for property at 112 Stockbridge Road (Parcel No. 13241B D002), Jonesboro, Georgia 30236. Mayor & Council will first discuss the item at their Work Session, to be held on October 2, 2023 at 6 pm, also in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, GA

David Allen  
Community Development Director

Publish 9/20/23



Attachment: Zoning Sign (3535 : 112 Stockbridge Road - Recording Studio)

CITY OF JONESBORO  
**PUBLIC NOTICE**  
An application has been filed for a  
**CONDITIONAL USE**

at this location

**112 STOCKBRIDGE ROAD**  
- A PUBLIC HEARING on this application will be  
held on **OCTOBER 9 120.23.**, at **6 p.m.**

**1859 CITY CENTER WAY**

Any questions, call City Hall at 770-478-3800

Date of Posting - **SEPTEMBER 20 20.23**

**ATTENTION**

**DO NOT REMOVE UNTIL ABOVE MEETING DATE**  
Anyone caught defacing or removing this sign shall be guilty of a misdemeanor



## MEMORANDUM

**To:** Michael Smith, Jr.  
2041 Bent Creek Way SW  
Atlanta, GA 30311

**From:** David D. Allen  
City of Jonesboro  
1859 City Center Way  
Jonesboro, GA 30236

**Date:** September 21, 2023

**Re:** Notification of Request for Conditional Use Permit – Recording Studio, 112  
Stockbridge Road; Tax Map Parcel No. 13241B D002

---

Dear Applicant,

This letter is to serve as notification that the City of Jonesboro has received your request for the following requested conditional use permit for the above referenced property:

- Recording Studio

A Public Hearing has been scheduled for Monday, October 9, 2023 at 6:00 p.m. before the Jonesboro Mayor and City Council to consider the request as described above. The Jonesboro Mayor and City Council will first discuss this item at their next Work Session on Monday, October 2, 2023 at 6:00 p.m. The meetings will be conducted in the court chambers of the Jonesboro City Center, 1859 City Center Way, Jonesboro, Ga. If you have any questions, please do not hesitate to contact me at 770-570-2977 or at [dallen@jonesboroga.com](mailto:dallen@jonesboroga.com).

Sincerely,

David D. Allen  
Community Development Director / Zoning Administrator

Attachment: Acceptance Letter (3535 : 112 Stockbridge Road - Recording Studio)

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                            |                                                                                                                       |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>CITY OF JONESBORO, GEORGIA COUNCIL</b><br><b>Agenda Item Summary</b>    | <b>Agenda Item #</b><br><div style="background-color: #f0f0f0; padding: 2px; display: inline-block;"><b>6.3</b></div> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                            | <b>COUNCIL MEETING DATE</b><br>October 2, 2023                                                                        |
| <b>Requesting Agency (Initiator)</b><br>Office of the City Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Sponsor(s)</b><br>Community Development Director Allen, Chief of Police |                                                                                                                       |
| <b>Requested Action</b> <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i><br>Discussion regarding new lease agreement for 4 new Police Dept. vehicles for FY'24.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                            |                                                                                                                       |
| <b>Requirement for Board Action</b> <i>(Cite specific Council policy, statute or code requirement)</i><br>Review of Lease Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                            |                                                                                                                       |
| <b>Is this Item Goal Related?</b> <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i><br>Yes <b>Transportation Infrastructure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                            |                                                                                                                       |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <b>Summary &amp; Background</b> </div> <div style="width: 70%; font-size: small;"> <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i> </div> </div> <p>The Jonesboro Police Department seeks approval to add four (4) new 2024 Chevy Tahoe Police Vehicles to our vehicle lease program with Enterprise Leasing. In recent years, our police department has faced significant challenges due to the aging fleet of patrol vehicles. The current state of our vehicles has not only led to increased maintenance costs but has also compromised the safety and efficiency of our officers on duty. This summary outlines the pressing need for acquiring four new police vehicles to address these issues and highlights the adverse impact of our aging fleet on vehicle maintenance costs and officer patrolling capabilities.</p> <ol style="list-style-type: none"> <li>1. <b>Increased Maintenance Costs:</b> The aging patrol vehicle fleet has resulted in skyrocketing maintenance expenses. The continuous wear and tear on older vehicles have necessitated frequent and costly repairs, putting a significant strain on the department's budget. These maintenance costs have diverted funds away from crucial areas such as officer training and community engagement initiatives.</li> <li>2. <b>Compromised Officer Safety:</b> Our officers' safety is paramount, and the deteriorating condition of the current vehicles poses a direct threat to their well-being. Outdated safety features, unreliable mechanical systems, and the potential for breakdowns during patrols expose our officers to unnecessary risks. Providing our officers with modern, dependable vehicles is essential to ensure their safety while performing their duties.</li> <li>3. <b>Reduced Patrol Efficiency:</b> With our current fleet in disrepair, we are forced to assign multiple officers to share a single patrol vehicle. This compromises our ability to efficiently respond to emergencies and carry out routine patrols. A shortage of vehicles in good condition severely hampers our officers' ability to cover their designated areas, potentially impacting public safety.</li> <li>4. <b>Improved Community Policing:</b> Investing in new police vehicles not only addresses immediate operational concerns but also sends a positive message to our community. Modern, well-maintained vehicles demonstrate our commitment to ensuring law enforcement resources are up to date and fully operational, enhancing community trust and cooperation.</li> </ol> <p>In conclusion, acquiring four new police vehicles is an urgent necessity to mitigate the mounting maintenance costs, enhance officer safety, and improve patrol efficiency. By investing in modern vehicles, we can better serve and protect our community while demonstrating our dedication to the highest standards of law enforcement.</p> <p><b><u>Cost Breakdown:</u></b></p> <ul style="list-style-type: none"> <li>- Increase lease program by an additional 4 Tahoes at an estimated rate of \$1700 per vehicle, 4 for \$6800 total monthly or \$81,600 a year. This already appears in the 2024 proposed budget.</li> </ul> |                                                                            |                                                                                                                       |

| <b>FOLLOW-UP APPROVAL ACTION (City Clerk)</b>                     |                                 |  |
|-------------------------------------------------------------------|---------------------------------|--|
| <b>Typed Name and Title</b><br>Melissa Brooks, Interim City Clerk | <b>Date</b><br>October, 2, 2023 |  |
| <b>Signature</b>                                                  | <b>City Clerk's Office</b>      |  |

**Fiscal Impact***(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)***6.3**

See above

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- 

**Staff Recommendation** *(Type Name, Title, Agency and Phone)***Council Discretion**



CITY OF JONESBORO, GEORGIA COUNCIL  
**Agenda Item Summary**

Agenda Item #

6.4

- 4

COUNCIL MEETING DATE  
October 2, 2023

Requesting Agency (Initiator)

City Council

Sponsor(s)

Councilmember A. Dixon

**Requested Action** (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding the Jet (Jonesboro Evolves Together) Savings Account Program.

**Requirement for Board Action** (Cite specific Council policy, statute or code requirement)

Review of Proposed Savings Account Program

**Is this Item Goal Related?** (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Innovative Leadership

**Summary & Background**

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Per Councilman Alfred Dixon's initial presentation at the September 11<sup>th</sup> Council meeting, the Jet Savings Account Program for local kindergarteners is:

Our goal is to build aspirations and help families start saving earlier and to save more, by removing barriers to opening an account and we will provide incentives to spur contributions. At rollout, every child entering kindergarten in an elementary school inside the City of Jonesboro will have a college savings account automatically opened for them with a \$50 deposit from the City of Jonesboro. Children enrolled in the National School Lunch

Program will receive an additional \$50 deposit. JET will launch the 2023-2024 academic year with 450 students in 3 schools, and will roll out to all entering kindergartners, approximately 450 students per year, over the next two years.

*Regarding funding. Like the Jonesboro Youth City Government, I would like the city to make this small initial investment that will positively transform this community like never before, forever.*

*Please note: After past conversation with CCPS Madam Chair Goree, she explained, the three Jonesboro elementary school's combined (Lee, Arnold, and Suder) would be approximately 250 students instead of the originally planned 450.*

*The ask is \$25,000 to open 250 deposit-only college savings accounts with \$100 deposit.*

*My wish is that Council considers making a budget amendment for this year in the amount of \$25,000 and also see that we incorporate this initiative in our upcoming 2024's budget.*

*I'd also ask council to establish this program and allow us to be forward thinking and use the city's name to raise incentive funds and identify organizations who would be willing to support this initiative by, for example, matching every dollar deposited to grow the account.*

Other questions:

1. Has the city attorney provided any legal advice on whether the Jet program falls foul of the State of Georgia gratuities clause?
2. What happens if the student moves from Jonesboro?
3. Have you considered finding a corporate sponsor to provide the "seed" money?

**FOLLOW-UP APPROVAL ACTION (City Clerk)**

Typed Name and Title

Melissa Brooks, Interim City Clerk

Date

October, 2, 2023

09/11/23 City Council TABLED  
Next: 10/02/23

Signature

City Clerk's Office

4. Have you considered creating a revenue stream to finance the project? Similar to Andrew's email?
5. What are the specific requirements of the parents?
6. Have you spoken to a bank that will manage the accounts?
7. Are there any other qualifications for the child/parent to participate in the program?

**While the intent is good, the City has several bigger concerns that it is seeking to address now and in 2024 and require more immediate attention, namely:**

- 1. Retaining and recruiting quality police officers.**
- 2. Retaining other employees.**
- 3. Much needed renovations to the Public Works building.**
- 4. Getting used to the monthly operational costs of the new City Center.**

**Other sources of funding need to be found for JET to make it a reality in the immediate future.**

**Fiscal Impact**

*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

\$25,000 per year from City General Fund

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Copy of Jet\_
- Correspondence
- Gratuities Policy

**Staff Recommendation** *(Type Name, Title, Agency and Phone)*

**Denial for 2023-2024**

# JET

*JONESBORO EVOLVES TOGETHER*



Attachment: Copy of Jet\_ (3530 : The Jet Savings Account Program)

**Sponsored by**  
**Councilman Alfred Dixon**

## GOAL

Our goal is to build aspirations and help families start saving earlier and to save more, by removing barriers to opening an account and we will provide incentives to spur contributions.

At rollout, every child entering kindergarten in an elementary school inside the City of Jonesboro will have a college savings account automatically opened for them with a \$50 deposit from the City of Jonesboro. **Children enrolled in the National School Lunch Program will receive an additional \$50 deposit**

JET will launch the 2023-2024 academic year with 450 students in 3 schools, and will roll out to all entering kindergartners, approximately 450 students per year, over the next two years.

## WHY JONESBORO?

Jonesboro is the perfect environment to pilot JET. The City has fewer children than most cities, a progressive political environment, and a growing need for programs that will give our youth the greatest opportunity to succeed.

We will look to philanthropic and corporate foundations, community organizations, local businesses, and individuals to strengthen the appeal of the program by providing funds for additional deposits and matching incentives to encourage family savings and boost account balances.

## JET ACCOUNTS

In Jonesboro, there is a great number of families who are unfamiliar with mainstream financial institutions and lack resources to save for long-term goals. It is important for the JET account to include features that would overcome any barrier faced.

1. The JET accounts should be automatically opened without a taxpayer ID number or written parental consent.
2. Must be a kindergartner enrolled in a CCPS inside the city of Jonesboro.
3. The City should seed every account with an initial \$50 deposit of public funds to

send the right message to Jonesboro families.

4. JET accounts should be progressively funded and provide savings incentives and matches for parent and student savings, when possible.
5. A broad range of deposit options should be available to parents and students, including the ability to make deposits online and in person at conveniently located outlets, and by mail.

## FUNDING FOR JET?

In order to be funded, in the amount of \$45,000 the JET proposal needs approval from the Jonesboro City Council.

Advocate for JET funding to be included in the 2024 budget. JET is described as a small investment in the first year, of less than fifty thousand dollars, that would yield big returns for Jonesboro school children and the school district. This small city investment would attract significant private dollars from philanthropic foundations, businesses, and other donors. JET will attract investments from businesses and foundations for Jonesboro families. It is our hope that JET accounts will be “magnets” that attract deposits and donations from local businesses, foundations, and individuals. JET will leverage private funds for savings matches, create behavioral incentives, and help families earn money for college at significantly higher rates than they can earn by saving on their own.

## BANK

The City of Jonesboro chose to partner with / Truist Bank/ Ameris Bank. The City is still working with banks to negotiate the structure and terms of the account and find solutions to legal constraints.

While JET accounts are automatically opened for all parents and kindergartners, parents are given an opportunity to opt out.

The school district provides students’ names, dates of birth and addresses to the City of Jonesboro Finance Department to open accounts for every student who has not opted out.

The parents will sign data release consent forms, so the school district can release additional information about students such as enrollment in the National School Lunch

Program.

The City owns the accounts on behalf of the parents and uses an escrow-based platform. The City is holding a master omnibus account with the City's tax ID number. All families enrolled in the program then have sub-accounts with their kindergartner as the designated beneficiary. Family contributions are made to the sub-account, which has a unique account number provided by (bank) on an account card. Matches and incentives are tracked by ledger and all deposits and matches can be viewed by families on the online system. Jonesboro officials feel this structure is the most workable one, to automatically enroll all kindergartners.

JET accounts are "deposit only" accounts. No withdrawals can be made from the JET account unless they are qualified withdrawals, which include tuition for college, community college, or other kinds of training programs. The account can also be used for books and other education-related expenses. All withdrawals must be made prior to the student attaining the age of 25, although an extension can be requested for those who serve in the military or a similar national service program that may delay college attendance. If a student does not use the funds for post-secondary education, any family contributions are returned to the student. But the City deposits, philanthropic contributions, and growth amounts are forfeited. If a student leaves The city of Jonesboro they may still save in the account, but will not receive matches and other incentives.

## KEY PARTNERS IN JET AND WHAT ROLES DO THEY PLAY

- City Officials- A variety of City officials play a role in JET. The city of Jonesboro Finance Department, Economic Development Department. The Mayor and City Council and other city leaders raise public awareness of JET and influence key stakeholders.
- Clayton County Public School District - The School District provides student data, informs parents about the accounts, collects consent forms, and fields questions. School secretaries, principals, teachers, parent liaisons, and after school programs are involved in these activities. Teachers teach financial education tied to the accounts by integrating it into the math curriculum. The School District also designed the curriculum, with assistance from \*\*\*\*\*.
- BANK - BANK holds the JET Master Account that is in the City's name and the sub

accounts that are in students' names. They will create and maintain the online portal to allow families to track their savings. They will assist in the production of program materials such as the account cards, and fund the production of materials in the first two years.

- Nonprofit partners- \*\*\*\* coordinated the planning process. \*\*\*\*\* is providing matching funds in the first year and helping to evaluate JET.

## PHASE TWO

Over the first two years, JET will increase enrollment and by 2024, JET accounts will be provided for every kindergartner on the first day of school.

Provide additional savings incentives. Continue efforts to raise private funds. If successful, the City would consider providing additional incentives to help families build savings.

Expand savings options.

The City is considering looking at expanded options for savings vehicles for every family that reaches \$2,500 in savings. For example, once a family reaches this benchmark they may no longer be eligible for matches but their accounts could be transferred into an appropriate interest bearing account into which the family can continue to save.

Implement the research and evaluation plan.

key challenges going forward include engaging students and families as well as partner institutions (including political, financial, and non-profit), as well as administering the JET accounts themselves.

## CHALLENGES

Keeping parents and students motivated and saving in the accounts.

The JET team is implementing a marketing and outreach campaign whose goal is to encourage parents, students, and others to make regular deposits. They will be charged with developing key messages and materials for the campaign. JET will reach parents through working closely with school staff—teachers, parent liaisons, and secretaries who staff school front offices. These staff will inform parents and students about JET through school events, such as PTA meetings, after school programs, and classroom events.

Monthly mailings, electronic newsletters, volunteer phone banking, and other reminders will be implemented and focus group feedback will continue to refine marketing messages.

Maintaining the momentum and commitment of all partner institutions will be key. To achieve this goal, the city of Jonesboro will form a steering committee to bring the institutional partners together every month to inform JET on an ongoing basis.

The City will form a fundraising committee for JET and will explore starting an endowment to support the effort and maintain funding for the accounts and matches for deposits.

- Build champions in your local political leadership and reach out to key players.
- Involve parents from the beginning.
- Identify the correct people at the school district and build buy in and ongoing commitment at multiple levels.
- Getting financial education into classrooms takes resources and follow through
- Look for public and private funding sources.

#### INCENTIVES AND SCHOLARSHIPS

Incentives and scholarships can be earned only while a student is enrolled in an eligible CCPS or program. All incentives and scholarships are conditional on a student's post-secondary educational attendance. Should a student's JET account be closed or if requirements for participation are not met, any incentives or scholarships awarded, could be forfeited, and returned to the JET Program.

#### JET DISBURSEMENTS FOR HIGHER EDUCATION

When a student is ready to use their JET funds for post-secondary education expenses, the student should visit CITY HALL to complete a request for disbursement of funds related to higher education. If a student does not attend post-secondary education by age 25, JET will disburse all contributions and gifts to the student; all incentives and scholarships will return to the JET Program. Students who serve in a national service program, such as the US Military, Peace Corps or AmeriCorps, may defer receipt of their funds one year for each year of service, to a maximum of five years or age 30.

## WITHDRAWAL OF CONTRIBUTIONS FROM JET FOR STUDENTS ENROLLED IN CCPS FOR SPECIAL CIRCUMSTANCES LIKE FINANCIAL HARDSHIP

Although JET is a deposit-only child savings account program and money saved and any incentives received must be used for qualified higher education related expenses, participants may need to access funds they have contributed to special circumstances like a financial hardship. The COVID-19 pandemic has offered greater flexibility with withdrawals and I'd like to explore best practices.

Participating students age 18+ or parent/guardian of a minor student may withdraw some or all contributions and gifts in the student's JET account by completing a withdrawal form. Incentives and scholarships must remain in the JET account for post-secondary education uses. A minimum of \$150 in contributions must be kept to maintain an active JET account, retain any earned incentives and remain eligible for future incentives. Without a minimum balance of \$150 in contributions, the JET account may be closed, and any earned incentives could be forfeited.

JET participants who remain enrolled with CCPS, may voluntarily elect to close their JET account. If a student has any contributions in their JET account, students aged 18+ or parent/guardian of a minor student may elect to move their contributions along with any incentives or scholarships into a GA 529 account. Alternatively, the parent/guardian may request the balance of just the contributions in the form of a check made out to the minor child or a bank transfer.

Any contributions and gifts that have not been returned to the participant after one year (less than \$15 balance) or three years (more than \$15 balance) will be escheated to the City.

## CONCLUSION

While we won't know the impact of JET on college attendance and completion for many years, the JET program is already proving popular with parents. In February of 2023, city officials began to share the details of JET Accounts directly with families. Parents asked

questions like “Is an account available for my other children?” “Are the incentives still available for my first- grader?” “Are there additional investment options if I start saving?” and “How much can I contribute and how much money can I receive?” What’s clear from these sessions is that parents appreciated the boost to help them start saving regularly for their children’s college education. If college tuition continues to rise, families across the nation will need to save more than ever. City leaders hope families will live up to the JET program tagline: JONESBORO EVOLVES TOGETHER.

**David Allen**

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**From:** Donya Sartor  
**Sent:** Friday, September 22, 2023 7:48 AM  
**To:** Andrew Simpson  
**Cc:** Alfred Dixon; Danielle Matricardi; David Allen; Nina Robinson; Billy Powell; Bobby Lester; Ed Wise; Tracey Messick; Don Dixon; Shelby Bentley; Melissa Brooks; lizet avitia; Ronnie Wells; Wanda Robins  
**Subject:** Re: Jet Infrastructure

I would like to first determine the number of kindergarten students that live in incorporated Jonesboro. Here are a few other questions. I haven't read through the documents. So, it would be helpful if you provide the answers for us.

1. What happens if the student moves from Jonesboro?
2. Have you considered finding a corporate sponsor to provide the "seed" money?
3. Have you considered creating a revenue stream to finance the project? Similar to Andrew's email?
4. What are the specific requirements of the parents?
5. Have you spoken to a bank that will manage the accounts?
6. Are there any other qualifications for the child/parent to participate in the program?

I want to be very clear that I am not in favor of a budget amendment for this year. Regarding next year, I would be in favor if you can create the revenue for it.

Sent from my iPhone

On Sep 21, 2023, at 9:42 PM, Andrew Simpson <asimpson@jonesboroga.com> wrote:

Good Evening, Councilman Dixon,

It would appear at first glance that the City of Atlanta funded their program through the sale of Centennial Yards, <https://www.axios.com/local/atlanta/2021/10/15/gulch-incentives-deal-atlanta>

Perhaps confirmation from the City of Atlanta regarding whether city funds are directly involved is needed.

I did find the use of funds from the sale of the property to be especially innovative, including the building of an economic development fund.

Thanks,

Andrew

Attachment: Correspondence (3530 : The Jet Savings Account Program)

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**From:** Alfred Dixon <adixon@jonesboroga.com>  
**Sent:** Thursday, September 21, 2023 9:13:39 PM  
**To:** Andrew Simpson <asimpson@jonesboroga.com>; Danielle Matricardi <dmatricardi@fincherdenmark.com>  
**Cc:** David Allen <dallen@jonesboroga.com>; Donya Sartor <dsartor@jonesboroga.com>; Nina Robinson <nrobinson@jonesboroga.com>; Billy Powell <BPowell@jonesboroga.com>; Bobby Lester <blester@jonesboroga.com>; Ed Wise <ewise@jonesboroga.com>; Tracey Messick <tmessick@jonesboroga.com>; Don Dixon <ddixon@jonesboroga.com>; Shelby Bentley <sbentley@jonesboroga.com>; Melissa Brooks <mbrooks@jonesboroga.com>; lizet avitia <lizetavitia9@gmail.com>; Ronnie Wells <rwells11@student.clayton.edu>; Wanda Robins <wanda.robins@yahoo.com>  
**Subject:** Re: Jet Infrastructure

Good afternoon team,

Mayor Sartor, David, and Andrew, thank y'all. As we approach the end of the year and continue our planning for the future, may you provide a brief overview of the significant projects we will be undertaking in the coming months and through 2024. Also may you shed light on any projects that are expected to surpass the budget of the Jet program. With us all having an understanding of the larger projects we're planning to address, we can align our efforts, resources, and expertise accordingly.

I will lean on our city attorney to provide clarity regarding the concerns of the state of Georgia gratuities clause. It would be important for us to ensure certain firewalls are in place to see that the funds were being used exclusively for the kindergartners and what the program asks for. It may be an option for the city to open a separate account solely for the Jet program to maintain track of the funds. Please note: this model is tried and tested around the nation and now the state. If they were operating outside the legal parameters, it's possible we would be aware. (<https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-equity-diversity-and-inclusion/child-savings-accounts>)

Your time and input is greatly appreciated and will lead to more collaboration and a more strategic approach to our work.

Sent from my iPhone

**Alfred Dixon | City Councilman | City of Jonesboro, GA**  
 Tel: 770-478-3800 | [adixon@jonesboroga.com](mailto:adixon@jonesboroga.com) | [1859 City Center Jonesboro, Georgia 30236](#) | [www.jonesboroga.com](http://www.jonesboroga.com)  
[Like Us On Facebook](#)    [Like Us on Twitter](#)

On Sep 21, 2023, at 10:21 AM, Andrew Simpson <asimpson@jonesboroga.com> wrote:

Attachment: Correspondence (3530 : The Jet Savings Account Program)

Good morning, Mayor, Councilman Dixon, and David,

Has the city attorney provided any legal advice on whether the Jet program falls foul of the State of Georgia gratuities clause?

The clause was discussed in my workshop this morning and I have concerns as a result.

Thanks.

Andrew

Get [Outlook for iOS](#)

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**From:** David Allen <dallen@jonesboroga.com>  
**Sent:** Thursday, September 21, 2023 9:31:42 AM  
**To:** Donya Sartor <dsartor@jonesboroga.com>; Alfred Dixon <adixon@jonesboroga.com>  
**Cc:** Nina Robinson <nrobinson@jonesboroga.com>; Billy Powell <BPowell@jonesboroga.com>; Bobby Lester <blester@jonesboroga.com>; Ed Wise <ewise@jonesboroga.com>; Tracey Messick <tmessick@jonesboroga.com>; Don Dixon <ddixon@jonesboroga.com>; Shelby Bentley <sbentley@jonesboroga.com>; Melissa Brooks <mbrooks@jonesboroga.com>; Andrew Simpson <asimpson@jonesboroga.com>; lizet avitia <lizetavitia9@gmail.com>; Ronnie Wells <rwells11@student.clayton.edu>; Wanda Robins <wanda.robins@yahoo.com>  
**Subject:** RE: Jet Infrastructure

I like the intent, but we have some bigger projects that are being addressed now and in 2024 and require more immediate attention.

**From:** Donya Sartor <dsartor@jonesboroga.com>  
**Sent:** Thursday, September 21, 2023 9:30 AM  
**To:** Alfred Dixon <adixon@jonesboroga.com>  
**Cc:** David Allen <dallen@jonesboroga.com>; Nina Robinson <nrobinson@jonesboroga.com>; Billy Powell <BPowell@jonesboroga.com>; Bobby Lester <blester@jonesboroga.com>; Ed Wise <ewise@jonesboroga.com>; Tracey Messick <tmessick@jonesboroga.com>; Don Dixon <ddixon@jonesboroga.com>; Shelby Bentley <sbentley@jonesboroga.com>; Melissa Brooks <mbrooks@jonesboroga.com>; Andrew Simpson <asimpson@jonesboroga.com>; lizet avitia <lizetavitia9@gmail.com>; Ronnie Wells <rwells11@student.clayton.edu>; Wanda Robins <wanda.robins@yahoo.com>  
**Subject:** Re: Jet Infrastructure

Unfortunately, I don't think it's in the budget for this year. I'm not opposed to "maybe" considering for next if council is willing to adjust their line items.

I met with David and Nina this week, and we are far from having a balanced budget for next year.

David and Nina - Do you want to chime in?

Sent from my iPhone

Attachment: Correspondence (3530 : The Jet Savings Account Program)

On Sep 21, 2023, at 8:51 AM, Alfred Dixon <[adixon@jonesboroga.com](mailto:adixon@jonesboroga.com)> wrote:

Good Morning.

Mayor Sartor,

Thanks you for your question regarding funding. Like the Jonesboro Youth City Government, I would like the city to make this small initial investment that will positively transform this community like never before, forever.

Please note: After past conversation with CCPS Madam Chair Goree, she explained, the three Jonesboro elementary school's combined (Lee, Arnold, and Suder) would be approximately 250 students instead of the originally planned 450.

The ask is \$25,000 to open 250 deposit only college savings accounts with \$100 deposit.

My wish is that council considers making a budget amendment for this year in the amount of \$25,000 and also see that we incorporate this initiative in our upcoming 2024's budget.

Id also ask council to establish this program and allow us to be forward thinking and use the city's name to raise incentive funds and identify organizations who would be willing to support this initiative by , for example, matching every dollar deposited to grow the account.

Sent from my iPhone

**Alfred Dixon | City Councilman | City of Jonesboro, GA**  
 Tel: 770-478-3800 | [adixon@jonesboroga.com](mailto:adixon@jonesboroga.com) | 1859 City Center Jonesboro, Georgia 30236 | [www.jonesboroga.com](http://www.jonesboroga.com)  
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Attachment: Correspondence (3530 : The Jet Savings Account Program)

On Sep 20, 2023, at 7:04 PM, Donya Sartor <[dsartor@jonesboroga.com](mailto:dsartor@jonesboroga.com)> wrote:

Can you share more details on how it will be funded

Sent from my iPhone

## David Allen

**From:** Danielle Matricardi <dmatricardi@fincherdenmark.com>  
**Sent:** Friday, September 22, 2023 1:38 PM  
**To:** Donya Sartor; Andrew Simpson  
**Cc:** Alfred Dixon; David Allen; Nina Robinson; Billy Powell; Bobby Lester; Ed Wise; Tracey Messick; Don Dixon; Shelby Bentley; Melissa Brooks; lizet avitia; Ronnie Wells; Wanda Robins  
**Subject:** Re: Jet Infrastructure

Good Afternoon All,

I'm not aware of the specifics of the program, but I will give an outline of the law in this area. There are two applicable Georgia constitutional provisions here: (1) the Gratuities Clause and (2) the Debts Clause. First, Gratuities Clause states that "the General Assembly shall not have the power to grant any donation or gratuity or to forgive any debt or obligation owing to the public . . . ." Ga. Const. Art. III, Sec. VI, Para. VI. This constitutional restriction against the granting of gratuities also applies to cities. *City of Lithia Springs v. Turley*, 241 Ga. App. 472, 475 (1999) (applying this provision to the actions of counties and cities). A "gratuity" occurs when the public entity does not receive a substantial benefit in exchange for the use or grant of public property. *Garden Club of Ga. v. Shackelford*, 274 Ga. 653, 654 (2002).

Secondly, the Debt Clause prohibits the General Assembly from authorizing "any county, municipality, or other political subdivision of this state, through taxation, contribution, or otherwise, to appropriate money for or to lend its credit to any person or to any nonpublic corporation or association except for purely charitable purposes." Ga. Const. Art. IX, Sec. II, Par. VIII. Although this provision contains an exception allowing the expenditure of money for purely charitable purposes, the authority to make the charitable contributions must be specifically authorized by the General Assembly. *Miller v. City of Cornelia*, 188 Ga. 674 (1939) (holding that it was impermissible for the city to donate money to a county-owned school). "A municipal corporation is without authority, not only to contract or incur a liability, but to donate its money or property, unless authorized by its charter or some general law of the State. Such a power is not conferred by a general-welfare provision in the charter." *Allen v. Muskett*, 221 Ga. 665, 672 (1966) (citing *Miller v. Cornelia*, 188 Ga. 674, 676 (1939)).

Here, unlike Atlanta's charter, there is no provision in Jonesboro's charter that would permit the city to use public funds for charitable purposes. The General Assembly specifically authorized Atlanta to make annual appropriations for charitable purposes:

Section 6-306. - Appropriations for charitable purposes.

The governing body of the City of Atlanta shall have the authority to annually appropriate and donate money, derived from taxation, contributions, or otherwise, for and to any corporation, company, association, or institution for purely charitable purposes. The governing body shall also have the authority to enter into contracts and agreements with any school of higher learning located in the city for services to be rendered the city and payment for such services may be made from funds derived from taxation. The governing body is authorized, in its discretion, to select the recipients of such appropriations and donations and as to determine the amounts of same. (1996 Ga. L. (Act No. 1019), p. 4469)

That being said, as long as the JET program is funded solely from donations and no City funds are expended, then the program won't run afoul of the gratuities clause. If it is still the City's intention have the General Assembly amend the charter, we can include a similar provision in the proposed amendments.

Danielle M. Matricardi

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                         |                                                           |                                                |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------|------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>CITY OF JONESBORO, GEORGIA COUNCIL</b><br><b>Agenda Item Summary</b> |                                                           | <b>Agenda Item #</b><br><b>- 5</b>             | <b>6.5</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                         |                                                           | <b>COUNCIL MEETING DATE</b><br>October 2, 2023 |            |
| <b>Requesting Agency (Initiator)</b><br>Office of the City Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                         | <b>Sponsor(s)</b><br>Community Development Director Allen |                                                |            |
| <b>Requested Action</b> <i>(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)</i><br>Discussion regarding code language to form the Creative Placemaking Advisory Board within the Beautification Commission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                         |                                                           |                                                |            |
| <b>Requirement for Board Action</b> <i>(Cite specific Council policy, statute or code requirement)</i><br>Review of Proposed Code Language                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                         |                                                           |                                                |            |
| <b>Is this Item Goal Related?</b> <i>(If yes, describe how this action meets the specific Board Focus Area or Goal)</i><br>Beautification, Community Planning, Neighborhood and Business Revitalization                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                         |                                                           |                                                |            |
| <b>Summary &amp; Background</b> <i>(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)</i><br><p>In August, it was decided to create a “Creative Placemaking Advisory Board” for the City. Creative placemaking is defined as the use of arts and culture by diverse. partners to strategically shape the physical and social character of a place in order to spur. economic development, promote enduring social change and improve the physical environment.</p> <p>In order to have minimal impact on City personnel and Board volunteers, it was decided to have the Creative Placemaking Advisory Board be a subgroup within the Beautification Commission, composed of already serving members of the Beautification Commission. Attached is the proposed code language for this new Commission structure, for review and comment.</p> <p>The finalized language will be advertised for approval for the November Council meetings.</p> |                                                                         |                                                           |                                                |            |
| <b>Fiscal Impact</b> <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i><br>n/a                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                         |                                                           |                                                |            |
| <b>Exhibits Attached</b> <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> <ul style="list-style-type: none"> <li>• Creative Placemaking Board Within Beautificaion Commission</li> <li>• August Post Agenda</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                         |                                                           |                                                |            |
| <b>Staff Recommendation</b> <i>(Type Name, Title, Agency and Phone)</i><br>TBD in November                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                         |                                                           |                                                |            |

| FOLLOW-UP APPROVAL ACTION (City Clerk)                            |                                 |  |
|-------------------------------------------------------------------|---------------------------------|--|
| <b>Typed Name and Title</b><br>Melissa Brooks, Interim City Clerk | <b>Date</b><br>October, 2, 2023 |  |
| <b>Signature</b>                                                  | <b>City Clerk's Office</b>      |  |

**Secs. 2-281—2-289. - Reserved.**

**ARTICLE VIII. - BOARDS, COMMISSIONS, AND AUTHORITIES**

**DIVISION 1. - BEAUTIFICATION COMMISSION and CREATIVE PLACEMAKING ADVISORY BOARD**

**Sec. 2-290. - Established.**

Hereby is established the "Beautification Commission for the City of Jonesboro."

(Ord. No. [2016-13](#), § 1, 10-10-2016) (**Am. Ord. xx-xx-xxxx**)

**Sec. 2-291. - Authority, purpose, powers and duties.**

The Beautification Commission shall be noncommercial and nonpartisan.

The purpose of the Beautification Commission is to assist the City Council in the preservation and maintenance of the overall appearance of the City **and to advise the Mayor, City Council, and City Manager about potential creative placemaking projects within the City limits.** To implement **these purposes**, an informal program with a relaxed atmosphere will be provided and the following duties are imposed upon the Beautification Commission:

- (1) To conduct public meetings concerning issues and matters related to the appearance of the City; and
- (2) To receive, review and/or make recommendations to the **Mayor and** City Council on matters pertaining to the overall appearance of the City.
- (3) To receive, review and/or make recommendations to the Mayor and City Council on potential creative placemaking designs and locations within the City limits.**

(Ord. No. [2016-13](#), § 1, 10-10-2016)(**Am. Ord. xx-xx-xxxx**)

**Sec. 2-292. - Membership, terms and quorum.**

There shall be seven members of the Beautification Commission. The City Council shall appoint by resolution members of the Beautification Commission. The following standards are applicable:

- (1) Each member shall be a taxpayer residing in the City or an owner or operator of a business located within **Clayton** County.
- (2) The City's Code Enforcement **Director** shall also be a member.
- (3) After service of their initial terms, as set forth by resolution, members shall serve terms of four years until their successors are appointed and sworn.
- (4) A majority of active members shall constitute a quorum.

On an advisory level, the City Manager and/or Mayor shall serve as liaison to the City Council and shall provide reports, recommendations, and information to the Beautification Commission, as necessary.

Members of the Beautification Commission shall receive no compensation for the performance of their duties.

(Ord. No. [2016-13](#), § 1, 10-10-2016; Ord. No. [2017-08](#), § 5, 6-12-2017) (Am. Ord. xx-xx-xxxx)

#### **Sec. 2-293. - Officers.**

The Commission shall annually elect from its members a chair, vice-chair, and a secretary.

The following officers shall be elected and shall have the following duties:

(1) *Chair.*

- a. The chair shall preside at all meetings of the Beautification Commission. The chair may also:
- b. Call special meetings. Special meetings may be called by the chair with a minimum of 48 hours' notice of said meetings. Appoint members to subcommittees when necessary or as directed by the Beautification Commission.

(2) *Vice-chair.* In the absence of the chair, or in the event of his/her inability to act, the vice-chair shall exercise all powers and duties of the chair.

(3) *Secretary.*

- a. The secretary of the commission shall have the following responsibilities:
- b. Prepare and record the minutes for all meetings of the Beautification Commission.
- c. Record and report attendance at all meetings.
- d. In general, perform all other duties incidental to the office of the secretary.

(Ord. No. [2016-13](#), § 1, 10-10-2016)

#### **Sec. 2-294. – Creative Placemaking Advisory Board**

**There is established within the Beautification Commission a subcommittee entitled “Creative Placemaking Advisory Board” which shall consist of a portion of existing members of the current Beautification Commission.**

- (1) The subcommittee shall consist of the Chair, the Vice Chair, the Secretary, and the Code Enforcement Director / Community Development Director.**
- (2) The subcommittee shall meet at the end of every regularly scheduled meeting and review any proposals received for creative placemaking designs and their locations.**
- (3) The subcommittee shall also forward the creative placemaking designs to the Design Review Commission for their recommendations.**
- (4) Only creative placemaking designs with specific cost estimates shall be forwarded to the Mayor and Council for consideration.**

(Am. Ord. xx-xx-xxxx)

**Sec. 2-295. - Meetings.**

(a) The regular meeting date of the Beautification Commission shall be the fourth Monday of each month, beginning at 5:30 p.m.

(b) Special meetings may be called by the chair or by any two members of the Commission (through the secretary) and upon 48 hours' notice to all members.

(c) A total of four voting members shall constitute a quorum. Recommendations and decisions must be made by a majority vote of those present and voting.

(d) In the absence of a quorum, those members present may conduct a workshop, record attendance, and furnish minutes in lieu of a regular or special meeting.

(Ord. No. [2016-13](#), § 1, 10-10-2016) (Am. Ord. xx-xx-xxxx)

**Sec. 2-296. - Rules of procedure.**

The beautification commission shall conduct all meetings and activities in accordance to parliamentary law as stated in the most recent edition of Roberts Rules of Order and in accordance with the most recent Georgia Open Meetings Law, O.C.G.A. § 5-14-1 et seq.

(Ord. No. [2016-13](#), § 1, 10-10-2016) (Am. Ord. xx-xx-xxxx)


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**Jonesboro City  
GA**
**Action Item  
3487**
**Approved**  
 Aug 14, 2023 6:00 PM

### Creative Placemaking Advisory Board

#### Information

**Department:** Office of the City Manager   **Sponsors:** Councilmember Alfred A. Dixon

**Category:** Amendment

#### Attachments

[Printout  
CPAB](#)

#### Meeting History

##### **Aug 7, 2023 6:00 PM Video**   **City Council**   **Work Session**

Councilman A. Dixon introduced the agenda item.

Councilman Dixon stated that he does that want the Creative Placemaking Advisory Board to be a part of an existing Board.

Councilman A. Dixon inquired about next steps.

City Attorney stated that this would be similar to the establishment of the Youth Council - an ordinance would have to be adopted and outlining requirements for membership etc..

Discussion regarding a Board vs. a Committee.

**RESULT:   OLD BUSINESS**

##### **Aug 14, 2023 6:00 PM Video**   **City Council**   **Regular Meeting**

Councilman A. Dixon gave an overview of the proposed Creative Placemaking Advisory Board.

He stated that Creative Placemaking is a collaborative approach that leverages the power of arts, culture, and creativity to develop and revitalize public spaces, foster community engagement, and drive economic development. He requested to make the Advisory Board a part of the Beautification Committee. This will a sub-committee to the Beautification Committee. It was determined that the Advisory Board would make recommendations to the Beautification Committee.

**RESULT:   APPROVED [UNANIMOUS]**

**MOVER:** Alfred A. Dixon, Councilmember

**SECONDER:** Tracey Messick, Mayor Pro Tem

**AYES:** Tracey Messick, Alfred A. Dixon, Don D. Dixon, Bobby Lester, Billy Powell, Ed Wise

 Powered by [Granicus](#)

Attachment: August Post Agenda (3542 : Creative Placemaking Advisory Board)



# CITY OF JONESBORO, GEORGIA COUNCIL

## Agenda Item Summary

Agenda Item #

6.6

- 6

COUNCIL MEETING DATE  
October 2, 2023

**Requesting Agency (Initiator)**

Office of the City Manager

**Sponsor(s)**

Community Development Director Allen

**Requested Action** (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding ADP proposal for human resources and payroll services.

**Requirement for Board Action** (Cite specific Council policy, statute or code requirement)

Review of ADP Proposal

**Is this Item Goal Related?** (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Innovative Leadership

**Summary & Background**

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

The City of Jonesboro currently does not have a full-time, or director, position for human resources. Maria Wetherington currently handles HR needs as they arise, in addition to her other duties.

Recently, ADP (who the City uses for payroll) presented a proposal to provide online HR services (and additional payroll services), thereby potentially increasing annual fees from \$16,700 currently to \$45,275.11.

*The 2 months of free service is not reflected in the pricing of either the HR only platform or the dual HR/Payroll Practitioner. For the time being, you can implement the HR piece to start gaining traction with the HR Business to address any areas of non-compliance or specific areas you would like to see buttoned up. The increase in spend is about a \$1700/monthly. With the first month being free, your first billing wouldn't cycle until after Jan. 2024. You can opt for the payroll admin piece later, if you choose.*

While the list of HR services with ADP is very comprehensive, and hiring a full-time HR director (not ADP) would be quite expensive, Ms. Wetherington has expressed some verbal interest, when asked, of continuing HR duties for the City. Of course, this would involve a change in job title and an increase in pay. (As was done with Rodney Virgil recently.) Ms. Wetherington was very experienced with HR issues in her job prior to working for the City of Jonesboro.

It is Council's discretion to either pay for more outsourcing and to continue to handle tasks with willing employees in-house.

**Fiscal Impact**

(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)

Increase in \$28,575.11 annually to existing ADP contract.

**Exhibits Attached** (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

- City of Jonesboro 10
- full\_report\_hr\_coordinator\_jonesboro\_ga
- City of Jonesboro NF

**Staff Recommendation** (Type Name, Title, Agency and Phone)

Denial of HR Service for FY'24

### FOLLOW-UP APPROVAL ACTION (City Clerk)

**Typed Name and Title**

Melissa Brooks, Interim City Clerk

**Date**

October, 2, 2023

**Signature**

**City Clerk's Office**



August 25, 2023

Nina Robinson  
City of Jonesboro  
124 North Ave  
Jonesboro, GA 30236-3278

Dear Nina,

ADP is committed to Service Excellence. This drives our culture and will always be at the heart of our relationship with each and every client. When our clients think about ADP, they do not think of us as simply another vendor. Instead, they think of us as the best business partner their organization could have in navigating an increasingly challenging environment of managing their human capital.

Thank you for the opportunity to provide this proposal to City of Jonesboro. Please contact me if you have any questions or require further information.

Sincerely,

Brittany Hodge  
SDM  
brittany.hodge@adp.com

The information contained in this proposal is confidential and proprietary and should not be shared with individuals outside of your company. ADP, the ADP logo and ADP Workforce Now® are registered trademarks of ADP, Inc. All other marks are the property of their respective owners. © 2022 ADP, Inc. All rights reserved.



Company Information

City of Jonesboro  
124 North Ave  
Jonesboro, GA 30236-3278  
United States

Executive Contact

Nina Robinson  
[nrobinson@jonesboroqa.com](mailto:nrobinson@jonesboroqa.com)  
(404) 821-0245

We take great pride in working with each of our clients to provide them with the most comprehensive HCM solutions on the market. Our biggest success comes when we can assist our clients with their journey and evolve our solutions and support as their needs change.

The purpose of this document is to provide a snapshot comparing current ADP annual costs to the proposed annual investment based on our discussions regarding your company ' s needs.

The difference between these two numbers equates to the net annual increase referred to as “ Incremental Annual Spend ” .

ADP Sales Associate

Brittany Hodge  
SDM  
[brittany.hodge@adp.com](mailto:brittany.hodge@adp.com)  
478-955-4937

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Current ADP Annual Costs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$16,700.00 |
| Proposed New ADP Annual Investment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$45,275.11 |
| Incremental Annual Spend                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$28,575.11 |
| <p><b>Legal disclaimer:</b> The details provided on this page are for comparison purposes only. Current recurring annual spend for ancillary ADP products &amp; services not being replaced will remain as is. This comparison is not intended to compare spend tied to any non-ADP 3rd party products or services. Actual incremental spend is subject to change based on variety of factors, including but not limited to payroll frequency, employee size, etc.</p> <p>By executing the sales order and subsequent terms, client is agreeing to pay new rates as detailed on the sales order for new services once installed/implemented. At which time, old fees, for items replaced will no longer be charged by ADP.</p> |             |

Attachment: City of Jonesboro 10 (3541 : ADP Proposal for HR and Payroll Services)

Company Information

City of Jonesboro  
124 North Ave  
Jonesboro, GA 30236-3278  
United States

Executive Contact

Nina Robinson  
[nrobinson@jonesboroqa.com](mailto:nrobinson@jonesboroqa.com)  
(404) 821-0245



65

Total  
Employees



\$0.00

Implementation  
Costs



\$45,275.11

Total Annual  
Investment

Expiration  
9/14/2023

ADP Sales Associate

Brittany Hodge  
SDM  
[brittany.hodge@adp.com](mailto:brittany.hodge@adp.com)  
478-955-4937

\*\* The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or service agreement governing the services contemplated therein.

Attachment: City of Jonesboro 10 (3541 : ADP Proposal for HR and Payroll Services)

Company Information

City of Jonesboro  
124 North Ave  
Jonesboro, GA 30236-3278  
United States

Executive Contact

Nina Robinson  
[nrobinson@jonesboroqa.com](mailto:nrobinson@jonesboroqa.com)  
(404) 821-0245

Recurring Fees and Considerations

Number of Employees: 65 on City of Jonesboro

|                                                                                     |                                                                      |       |            |      |           |            |              |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------|-------|------------|------|-----------|------------|--------------|
|    | Monthly Processing                                                   | Count | Min        | Base | Rate      | Monthly    | Annual       |
|                                                                                     | ADP Comprehensive Services Bundle                                    | 65    | \$1,951.25 | -    | See Below | \$3,150.25 | \$37,803.00  |
|                                                                                     | ■ Comprehensive HR                                                   |       |            |      |           |            |              |
|                                                                                     | ADP Comprehensive Services Ancillary Modules                         | 65    | -          | -    | \$8.90    | \$578.50   | \$6,942.00   |
|                                                                                     | ■ Total Absence Management (Leave Administration)                    |       |            |      |           |            |              |
|                                                                                     | ■ Benefits Invoice Discrepancy Reporting                             |       |            |      |           |            |              |
|                                                                                     | ■ Talent Bundle                                                      |       |            |      |           |            |              |
|                                                                                     | ■ Recruiting Embedded Intelligence                                   |       |            |      |           |            |              |
|                                                                                     | Non-Paid Employees                                                   | 1     | -          | -    | \$6.53    | \$6.53     | \$78.36      |
|                                                                                     | Employment and Income Verification                                   | 65    | -          | -    | -         | \$0.00     | \$0.00       |
|                                                                                     | ■ Employment Verification                                            |       |            |      |           |            |              |
|                                                                                     | ADP Comprehensive Services Bundle                                    |       | 1 - 50     |      |           | \$50.18    |              |
|                                                                                     |                                                                      |       | 51 - 150   |      |           | \$42.75    |              |
|                                                                                     |                                                                      |       | 151 - 250  |      |           | \$35.55    |              |
|                                                                                     |                                                                      |       | 251 - 500  |      |           | \$28.13    |              |
|                                                                                     |                                                                      |       | 501 - 1000 |      |           | \$22.73    |              |
|  | Annual Processing                                                    | Count | Min        | Base | Rate      |            | Annual       |
|                                                                                     | Year End Forms, W2s or 1099s                                         | 65    | -          | -    | \$6.95    |            | \$451.75     |
|  | Total Annual Investment                                              |       |            |      |           |            | Total Annual |
|                                                                                     | Workforce Now Services                                               |       |            |      |           |            | \$45,275.11  |
|  | Other Considerations                                                 |       |            |      |           |            | Setup        |
|                                                                                     | Implementation                                                       |       |            |      |           |            |              |
|                                                                                     | Health & Welfare Benefit Carrier Feed Setup included at no charge: 3 |       |            |      |           |            |              |

Attachment: City of Jonesboro 10 (3541 : ADP Proposal for HR and Payroll Services)

Important Project & Billing Information

Billing for Comprehensive Services shall begin the monthly billing cycle following the initial kickoff call. The billing counts are based on all "All Non-Archived" employees excluding terms. Any lives classified as Non-Paid will be billed a separate lower rate. 1099 Contractors paid through a specific 1099 Contractor company code will also be billed via a separate rate.

SUI Management Annual Volume: Processing of claim cases equal to 10% of Client's employee count within a 12-month period is included for no additional fee. Processing of additional claim cases will be billed at a rate of \$35 per claim case. Optional services: Appeals filing and Hearing Representation are subject to additional fees to be approved by client in advance.

Promotion Terms

Promotion will be applied to the first and 13th month of fees for Comprehensive Services (also referred to as the Promotional Period). Any Time and Attendance Software and Hardware Costs (if applicable) are excluded from the free month promotion. Actual promotional value may vary based on a number of reasons, including but not limited to: start date and actual number of employees paid during the promotional months.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send all invoices to nrobinson@jonesboroga.com  
Expiration Date: 9/14/2023

|                                  |             |                       |        |
|----------------------------------|-------------|-----------------------|--------|
| Summary                          |             |                       |        |
| Estimated Annual Net Investment: | \$45,275.11 | Total Implementation: | \$0.00 |

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.

Attachment: City of Jonesboro 10 (3541 : ADP Proposal for HR and Payroll Services)

## Workforce Now Included Services

### Comprehensive HR

- Enhanced Payroll
- Enhanced HR with Onboarding & EI-9
- Enhanced Benefits with Essential ACA
- Decision Support
- Strategic Partner
- Designated WFN Technology Specialists
- Designated HR Specialist
- Designated Open Enrollment Specialist
- Tax Registration Services
- Wage and Hour Compliance on Demand
- Talent Strategy Support
- Risk & Safety Support
- MyLife Advisors (EE & Mgr Service Center)
- Wisely Pay Card Services
- ACA Center of Excellence
- ADP DataCloud: Analytics
- Document Cloud
- Voice of Employee
- Online Learning Library
- Compensation Analysis
- Wellness & Employee Assistance Program
- Employee Discount Program
- COBRA Administration
- Job Descriptions
- Labor Law Posters
- Customized Employee Handbook
- 5 Standard Management Reports

### Total Absence Management (Leave Administration)

- ADP processes leave requests and disseminates the information in an accurate and timely manner, while adhering to frequently changing family and medical leave legislative requirements, as well as company policies

### Benefits Invoice Discrepancy Reporting

- ADP will compare benefit enrollments from WFN to benefit enrollments on carrier invoices. ADP will identify discrepancies in coverage and/or premiums, and provide a report outlining the identified discrepancies.

### Talent Bundle

- Recruitment and Talent Acquisition
- Performance and Goal Management
- Recruiting Embedded Intelligence
- Industry and Geographic Compensation Benchmarks
- Compensation Management
- Talent Center of Excellence
- ZipRecruiter Job Slots
- Succession Planning

### Employment Verification

- Commercial Employment and Income Verifications
- Client access to Electronic Reports and Tools

Thank you for your consideration



# GLOBAL MASTE SERVICES AGREEMENT

Effective Date: \_\_\_\_\_, 20\_\_

As between:

**ADP, INC.**  
(Referred to in this agreement as “**ADP**”)  
One ADP Boulevard  
Roseland, NJ 07068

-and-

**City of Jonesboro**  
(Referred to in this agreement as “**Client**”)  
124 North Avenue  
Jonesboro, GA 30236-3100

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement and the applicable Sales Order (as defined herein):

- ADP Payroll Services – delivered via ADP Workforce Now
- ADP Comprehensive Services:
  - Human Resource Administration Services – delivered via ADP Workforce Now
- ADP Compliance on Demand
- ADP DataCloud
- ADP Document Cloud
- ADP Marketplace
- Benefit Services – delivered via ADP Workforce Now
- Comprehensive Learning Library (myLearning@ADP)
- Employment Verification Services
- ESS & MSS Technology
- Essential ACA Services
- Participant Solution Center Support
- Talent Acquisition Solutions – delivered via ADP Workforce Now
- Talent Management Solutions – delivered via ADP Workforce Now
- Total Absence Management Services

## Appendices

- Appendix: ADP Comprehensive Services - Service Definition
- Appendix: Data Privacy

Attachment: City of Jonesboro 10 (3541 : ADP Proposal for HR and Payroll Services)

# Global Master Terms and Conditions

## 1 Definitions

- 1.1 ADP HCM Services.** Only those Services, as defined below, that have been purchased by Client (as listed on the cover page, a Service Order or otherwise) will be applicable.
- 1.1.1 ADP Compliance on Demand.** A workforce management solution that provides clients with access to information and practice guidance. ADP Compliance on Demand may include access to (1) a self-service library of human resources compliance information, (2) an online community to collaborate with other clients, (3) Tier 1 human resources professionals available to support and assist clients with their workforce management administration requirements, and (4) Tier 2 compliance experts who are available for up to a total of four (4) contacts per year.
- 1.1.2 ADP Comprehensive Services.** ADP's business process outsourcing services delivered via ADP Workforce Now technology that covers the spectrum of human capital management services, including payroll, human resources, time and attendance, recruitment, talent, learning, benefits, among other services, as further described in the Service Definitions.
- 1.1.3 ADP Data Cloud.** Provide tools to analyze and understand data.
- 1.1.3.1 Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
- 1.1.4 ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
- 1.1.5 ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).
- 1.1.6 ADP Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations, generating and/or transmitting of payment instructions, and also including:
- 1.1.6.1 ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.
- 1.1.6.2 ADP Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate Payees as directed by Client.
- 1.1.6.3 ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation and work-related expenses in the employment context to employees and independent contractors via direct deposit, check or payroll debit cards, in each case only to the extent applicable.
- 1.1.6.4 Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
- 1.1.6.5 State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP and Client receives a quarterly summary of all claims.
- 1.1.7 ADP Total Absence Management Services.** Services to help facilitate consistent and compliant application of leave policies.
- 1.1.8 ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions, employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.1.9 Benefit Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.
- 1.1.10 COBRA Services.** Administration of federal COBRA continuation coverage, including required notification and billing.
- 1.1.11 Employment Verification Services.** Management of employment and income verification requests.
- 1.1.12 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.
- 1.1.13 Essential ACA Services.** A technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C, access to evidence of benefit offering information and benefit offering audit reports.
- 1.1.14 Human Resources Administration Services.** Administration of human resource functions using a unified system process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, automate notification and approval processes via self-service/direct access, as further described in the Service Definitions and also including:
- 1.1.14.1 WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 related employment eligibility verification processes.

- 1.1.14.2 **HR Consultant.** Access to HR consultant to provide guidance, HR best practices, and support for maximizing the use of HR and Talent Management Services technology
  - 1.1.14.3 **Knowledge and Document Library.** Online library of HR best practices, template letters, procedural checklists and legislative considerations, including job descriptions, employee and administrator onboarding welcome kits, employee handbooks, interview and hiring best practices, among other templates and forms.
  - 1.1.14.4 **Comprehensive Learning Library (myLearning@ADP).** Online access to ADP self-paced, web-based training library content and some live instructor-led webinars. Library will consist of courses covering topics such as compliance, broad workplace safety, workplace culture, and leadership/performance and will be available to employees, managers, practitioners and administrators.
  - 1.1.14.5 **EAP.** Access to employee assistance programs.
  - 1.1.14.6 **Employee Perks.** Access to employee discount programs.
  - 1.1.15 **Participant Service Center.** Management of inquiries related to services through ADP service center locations as part of a comprehensive offering.
  - 1.1.16 **Talent Acquisition Solutions.** Talent acquisition solutions made up of the following:
    - 1.1.16.1 **ADP Recruiting Management Services.** Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.
  - 1.1.17 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
    - 1.1.17.1 **ADP Compensation Management.** Solutions and tools to administer the compensation planning process.
    - 1.1.17.2 **ADP Performance Management.** Solutions and tools to facilitate the performance management process including goal alignment and employee engagement.
    - 1.1.17.3 **Succession Planning.** Solutions and tools to facilitate talent assessments and establish action plans for critical roles.
- 1.2 General**
- 1.2.1 **"ADP"** has the meaning set forth on the cover page.
  - 1.2.2 **"ADP Application Programs"** means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
  - 1.2.3 **"ADPCheck"** means checks printed and distributed by ADP to Payees pursuant to Client's direction.
  - 1.2.4 **"ADPCheck Services"** refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.
  - 1.2.5 **"ADP Direct Deposit Services"** means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of the Payee's selection.
  - 1.2.6 **"Affiliate"** means, with respect to any entity, any other entity that controls, is controlled by or under control with such entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client's Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.
  - 1.2.7 **"Agreement"** means this Global Master Services Agreement, consisting of the signature pages, the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.
  - 1.2.8 **"Amendment"** means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.
  - 1.2.9 **"API"** means application programming interface.
  - 1.2.10 **"Approved Country"** means each country in which, subject to the terms of this Agreement, Client is authorized to use and receive the Services. The following is the list of Approved Countries for the Services: United States.
  - 1.2.11 **"Business Day"** means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
  - 1.2.12 **"Cardholder"** means the Payees of Client who receive a Pay Card.
  - 1.2.13 **"Client"** has the meaning set forth on the cover page.

- 1.2.14 “Client ACA Liaison”** means the Client’s designated person who shall serve as ADP’s principal contact for Essential ACA Services.
- 1.2.15 “Client Content”** means all information and materials provided by Client, its agents or employees, regardless of form.
- 1.2.16 “Client Group”** means Client and Client’s Affiliates listed in the Sales Order who are authorized to receive the Services.
- 1.2.17 “Client Infringement Event”** means (i) any change or enhancement in, or use of, the Services by Client or a third party on Client’s behalf other than at the direction of, or as approved by, ADP or (ii) Client’s failure to use the most current released version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).
- 1.2.18 “Client-Uploaded Material”** any content uploaded, used, copied, installed or enabled on myLearning@ADP.
- 1.2.19 “Confidential Information”** means all trade secrets, processes, proprietary data and documentation and any pricing product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.
- 1.2.20 “Data Security Breach”** means a security breach as defined by applicable law or any incident that compromises confidentiality, integrity, or availability of Personal Data.
- 1.2.21 “DHS”** means the U.S. Department of Homeland Security.
- 1.2.22 “Documentation”** means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.2.23 “Early Termination Fee”** has the meaning set forth in Section 12.4.
- 1.2.24 “Effective Date”** has the meaning set forth on the cover page.
- 1.2.25 “ERISA”** means Employee Retirement Income Security Act of 1974, as amended.
- 1.2.26 “E-Verify”** means the DHS’s employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.
- 1.2.27 “Form I-9”** means the employment eligibility verification form issued by the DHS.
- 1.2.28 “FCRA”** means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.
- 1.2.29 “Global Master Terms and Conditions”** means the terms and conditions contained in the main body of this document following the signature pages.
- 1.2.30 “Go-Live Date”** means the date of commencement of the first live processing of any given Service.
- 1.2.31 “I-9 Handbook”** means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).
- 1.2.32 “Identity Verification Documents”** means the documents that meet the federal requirements for verifying a Payee’s identity and eligibility to work in the U.S. (e.g., (i) a passport, (ii) a U.S. issued driver’s license or picture identification card issued by a state or U.S. federal agency and social security card, or (iii) a U.S. issued driver’s license and birth certificate).
- 1.2.33 “Implementation Services”** means the Services to be performed in order to commence ongoing Services.
- 1.2.34 “Improvements”** has the meaning set forth in Section 5.4.
- 1.2.35 “Indemnitee”** has the meaning set forth in Section 6.3.
- 1.2.36 “Indemnitor”** has the meaning set forth in Section 6.3.
- 1.2.37 “Initial Term”** means the period beginning as of the Effective Date and ending one (1) year after the date of Client’s monthly invoice for Services.
- 1.2.38 “Intellectual Property Rights”** means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.2.39 “Internal Business Purposes”** means the usage of the Services, including the ADP Application Programs, exclusively for the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.
- 1.2.40 “Issuing Bank”** means the financial institution selected by ADP that issues the Pay Card.

- 1.2.41 **"NACHA"** means the National Automated Clearing House Association.
- 1.2.42 **"Notice to Furnishers"** means with respect to Employment Verification Services, the notice provided to a furnisher of information pursuant to the Obligations of Furnishers of Information provided at the following URL: <http://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>.
- 1.2.43 **"Payee"** means any intended recipient of payments under the Payment Services and may include Client's employees, tax authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.2.44 **"Payment Services"** means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- 1.2.45 **"Pay Card"** means the pre-paid card issued to Client's Payees for Permitted Payments.
- 1.2.46 **"Pay Card Services"** refers to ADP's payment of Client's Payees through a Pay Card issued by the Issuing Bank.
- 1.2.47 **"Permitted Payment"** means the legal payment of wages, commissions, consulting fees or similar compensation or other related expenses in the employment context.
- 1.2.48 **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.2.49 **"Plan"** means Client's plan, including a group health plan, as identified by Client for the applicable Services.
- 1.2.50 **"Plan Administrator"** means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414 of the Internal Revenue Code of 1986, as amended.
- 1.2.51 **"Regulation E"** means the Federal Reserve Board, Regulation E (12 CFR 1005).
- 1.2.52 **"Renewal Term"** means each additional one (1) year period after the Initial Term.
- 1.2.53 **"Sales Order(s)"** means the document(s) between the parties that lists the specific Services purchased by Client Group ADP.
- 1.2.54 **"Services"** means the services listed on the cover page of this Agreement (including Implementation Services related to the ADP Application Programs), as may be further described in the Services Definitions, and such other services as the parties may agree to be performed from time to time.
- 1.2.55 **"SOC 1 Reports"** has the meaning set forth in Section 9.1.
- 1.2.56 **"Term"** means the Initial Term together with each Renewal Term, if any.
- 1.2.57 **"Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer appointed for a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed or discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.2.58 **"Unauthorized Third Party"** means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.
- 1.2.59 **"USCIS"** means U.S. Citizenship and Immigration Services.
- 1.2.60 **"User"** means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.
- 1.2.61 **"Verification Agent"** means ADP and its subcontractors, as authorized by the Client, to perform Employment Verification Services.
- 1.2.62 **"Verification Data"** means employment and income information disclosed on the Client's behalf in connection with Employment Verification Services.
- 1.2.63 **"Verifiers"** means commercial, private, non-profit and government entities and their agents that wish to obtain or verify Client's employees or former employees Verification Data in connection with Employment Verification Services.

## 2 Provision and Use of Services

- 2.1 Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.
- 2.3 Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the Approved Country only and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the Approved Country. ADP makes no representation or warranty that access and use of the Services from outside the Approved Country by Client employee managers and/or other Users who are not physically located in an Approved Country comport with any local laws, regulations, or directives in any other country. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.
- 2.4 Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 Records.** Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.
- 2.6 Third Party Services Available through or Integrated with the Services.** At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

### 3 Compliance

- 3.1 Applicable Laws.** Each party will comply with laws and regulations that affect its business generally, including any applicable bribery, export control, computer fraud and data protection laws.
- 3.2 Design of the Services.** ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3 Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C with physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4 Pay Card Services.** Notwithstanding anything to the contrary in Section 3.2, ADP shall be responsible for compliance with the requirements of Regulation E applicable to financial institutions with respect to prepaid card accounts, provided Client will fulfill compliance responsibilities of Regulation E that Client controls, including: (a) Client will distribute to its Payees all documents (including without limitation, Pay Card fee schedule and Cardholder Terms and Conditions) that ADP makes available to Client for distribution purposes, and (b) Client will not mandate or unduly influence that any Payee receive Permitted Payments only or Pay Card; in lieu of such mandate, Client will provide to Payees other legally permissible options for payment of Permitted Payments. Client agrees that it will not rely solely on its use of the Pay Card Services in complying with any laws and government regulations and that it will comply with the financial industry rules and compliance standards imposed by various card/payment networks or associations (e.g., related to such things as card security and fraudulent or impermissible use of Pay Cards).
- 3.5 Data Protection Laws.** During the Term of the Agreement (i) Personal Data transferred by Client or at Client's direction to ADP has been collected by Client in accordance with applicable privacy laws; and (ii) Client has the authority to provide such Personal Data to ADP under applicable privacy laws. ADP may not retain, sell (as defined by applicable privacy laws), use or disclose the Personal Data for any purpose other than as needed to perform the Services, as permitted by the Agreement, or as required by law.

### 4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need-to-know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified. Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

## 5 Intellectual Property

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the Sales Order. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use such information for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

## 6 Indemnities

- 6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP, and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.
- 6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the “**Indemnitee**”) shall promptly notify the indemnifying party (the “**Indemnitor**”) of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto for the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent that the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

## 7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the “**Ordinary Cap**”).
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Information Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the “**Extraordinary Cap**”). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to twelve (12) times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.
- 7.3 Matters not Subject to the Cap.** The foregoing limits on liability shall not apply to the following:
- 7.3.1** Client's funding obligations in connection with the Payment Services;
  - 7.3.2** Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
  - 7.3.3** In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable tax authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;
  - 7.3.4** Either party's gross negligence, or willful, criminal or fraudulent misconduct;
  - 7.3.5** The infringement indemnity set forth in Section 6.1 and 6.2;
  - 7.3.6** Client's obligations to pay the fees for Services; and
  - 7.3.7** ADP's obligations to provide credit monitoring as set forth in Section 10.2.
- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.
- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTED AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from (i) ADP's or Client's gross negligence or willful, criminal or fraudulent misconduct, (ii) Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) ADP's or Client's breach or breaches of Section 4.1 or Section 9.4 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

## 8 Warranties and Disclaimer

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS, AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED “AS IS” AND ADP AND ITS LICENSORS, VENDORS, AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE. WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ITS SUPPLIERS, AND ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.
- 8.3 ADP COMPREHENSIVE SERVICES DISCLAIMERS.** THE PARTIES ACKNOWLEDGE AND AGREE THAT:

- 8.3.1** THE ADP COMPREHENSIVE SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL INFORMATION, MATERIALS, FORMS, AND PARTICIPANT SERVICE CENTER ACCESS, ARE PRESENTED IN GOOD FAITH, ARE GENERAL AND EDUCATIONAL IN NATURE AND ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY CLIENT AS EITHER LEGAL, FINANCIAL, INSURANCE OR TAX ADVICE. FURTHERMORE, INFORMATION CONTAINED IN THE COMPREHENSIVE SERVICES MAY NOT BE APPLICABLE TO OR SUITABLE FOR EVERY SPECIFIC FACT SCENARIO OR CIRCUMSTANCE OR NEED AND MAY REQUIRE CONSIDERATION OF OTHER MATTERS AND LEGAL SUPPORT. CLIENT ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR SEEKING ADVICE, AS IT DEEMS NECESSARY, FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING OR OTHER PROFESSIONALS IN ALL JURISDICTIONS WHERE CLIENT OPERATES AND HAS EMPLOYEES.
- 8.3.2** THERE MAY BE CONFLICTING CURRENT PRACTICES, POLICIES OR CONTRACTS (WRITTEN OR UNWRITTEN) THAT MUST BE ADDRESSED BY CLIENT PRIOR TO THE ADOPTION AND IMPLEMENTATION OF ANY MATERIAL AND/OR CONTENT(S) UNDER THE COMPREHENSIVE SERVICES. WHERE CERTAIN MATERIAL(S) AND CONTENT(S) ARE BEING ADOPTED AND IMPLEMENTED BY THE CLIENT FOR ITS EXISTING WORKFORCE, IT WILL CONSTITUTE A CHANGE IN THE EMPLOYMENT TERMS OR CONTRACTUAL RELATIONSHIP, AND MAY REQUIRE THE PROVISION OF NOTICE OR CONSIDERATION.
- 8.3.3** IN NO EVENT SHALL ADP BE LIABLE TO CLIENT FOR ANY CLAIM(S) RELATING IN ANY WAY TO CLIENT'S INABILITY OR FAILURE TO PERFORM LEGAL, TAX OR OTHER RESEARCH OR RELATED WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY ADP, OR ANY DECISION MADE OR ACTION TAKEN BY CLIENT IN RELIANCE UPON ANY CONTENT(S) AND/OR MATERIAL(S) PROVIDED AS PART OF THE COMPREHENSIVE SERVICES. THE CONTENT(S) AND/OR MATERIAL(S) WERE NOT NECESSARILY PREPARED BY A PERSON LICENSED TO PRACTICE LAW IN ANY PARTICULAR JURISDICTION.

## 9 Security and Controls

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports" or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.
- 9.4 Unauthorized Third Party Access.** Client and its Users are responsible for maintaining the security and confidentiality of password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

## 10 Data Security Breach

- 10.1 Notification.** If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate action to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP shall share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.
- 10.2 Other ADP Obligations.** In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

## 11 Payment Terms

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services at the rates set forth in the Sales Order for the Initial Term. Total fees charged, including within the Initial Term, may change commensurate with the number of Client employees being serviced. ADP may increase prices for Services at any time after the Initial Term upon at least thirty (30) days written notice to Client. The fees presented in any Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 Additional Services and Charges.** Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed to Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests to Client.

- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client when billing begins for the Services in accordance with Section 11.4.
- 11.4 Invoicing.** Client will be invoiced for fees on a monthly billing cycle. If Client is purchasing Comprehensive HR alone or with other of the ADP Comprehensive Services, billing shall begin starting the monthly billing cycle following the initial kickoff call Client's applicable ADP Relationship Manager (the "Kick-off Call"). If Client is purchasing Comprehensive Payroll (with Comprehensive HR), Comprehensive Benefits and/or Comprehensive Talent billing shall begin upon the earlier of (a) the date Client is first able to use the services in a live production environment or (b) ninety (90) days from the Kick-off Call. Notwithstanding foregoing, if Client is an existing ADP Workforce Now client migrating from Major Accounts Services to Comprehensive Services has purchased Comprehensive Payroll, Comprehensive Benefit and/or Comprehensive Talent, then Client shall be invoiced for Comprehensive Services commencing one month from the date Client is implemented on the Comprehensive Services platform. With the exception of the addition of any of the Comprehensive Services, in the event after the Effective Date Client adds additional Services pursuant to an Amendment, unless otherwise specified in such Amendment or Sales Order, billing shall commence when Client is first able to use such added Services in a live production environment. ADP will notify Client of all applicable Services payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not when due are subject to a late payment charge of one and one-half percent (1.5%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping, Travel and Out-of-Pocket Expenses.** ADP will invoice Client for postage charges, delivery charges, and third party charges, reasonable preapproved travel expenses, and travel-related out-of-pocket expenses, as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debit from Client's designated account no later than one (1) Business Day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) by 8:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date (in the case of the ADP Employer Tax Services) and (b) by 6:00 a.m. Pacific time two (2) Business Days prior to the associated payroll check date for all other Payment Services. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to a reasonable fee for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "Change Control Item"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

## 12 Term; Termination; Suspension

- 12.1 Term.** This Agreement is effective for the Initial Term and will automatically renew at the end of any Term for additional Renewal Terms unless terminated by either party upon written notice given at least ninety (90) days prior to the end of such Term.
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.
- 12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf for third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any Payee, which has not been paid or reimbursed by Client. If the Payment Services remain suspended for more than 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.

**12.4 Early Termination Fee.** In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination, if Client terminates Services or the Agreement in whole or in part for convenience or ADP terminates the Agreement pursuant to Section 12.2 or 12.3 above, Client will reimburse ADP for its costs (including unamortized investment and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as a percentage of the estimated aggregate ongoing fees for Services (the "**Early Termination Fee**"). During the Initial Term, the Early Termination Fee shall be equal to A multiplied by B where A equals the number of months remaining in the Initial Term, as of the effective date of termination, and B equals the average monthly fee for the terminated Services. During any Renewal Term, the Early Termination Fee shall be equal to fifty percent (50%) of A multiplied by B. If monthly fees for Services have not been payable at a time of termination, B above shall be equal to the estimated monthly fees that would have been payable under the Agreement. In the case of a partial termination, ADP may adjust the fees for the remaining Services accordingly. Client shall also pay the Early Termination Fee in the event of any reduction in Client's volume or usage of Services by more than fifty percent (50%).

## 12.5 Additional Termination Provisions.

**12.5.1 Additional Termination Provisions for Pay Card Services.** In addition to any other terms and conditions of the Agreement, ADP may terminate the Pay Card Services as follows: (i) the Pay Card Services (or any feature thereof) in a designated jurisdiction may be terminated on 60 days' notice to Client if ADP or the Issuing Bank believes that any change in any card network rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the Pay Card Services (or any feature thereof) in that jurisdiction; or (ii) the Issuing Bank cancels the Pay Cards issued on behalf of Client (e.g., due to Client's non-compliance with its obligations) or advises ADP that it is no longer willing to service the Pay Card, provided that in such later instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing the Pay Card Services during such search for a successor Issuing Bank.

**12.5.2 Additional Termination Provisions for ADP Employment Tax Services.** If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Dependents (SODs) prior to the expiration of such access.

**12.5.3 Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

**12.5.4 Additional Termination Provisions for ADP Comprehensive Services.** ADP may terminate, by further written notice to Client, if Client fails to render reasonable cooperation needed in connection with the implementation services such that ADP is unable to complete the Implementation Services and commence Services. ADP may also suspend and/or terminate performance immediately without prior notice in the event Client, its employee(s) or any other third party uses or accesses ADP Services in a manner that exposes ADP to civil or criminal liability.

**12.5.5 Additional Termination Provisions for Essential ACA Services.** If ADP reasonably determines that it can no longer provide all or any portion of Essential ACA Services due to changes in applicable law or application of existing law, ADP may, in its sole discretion and upon notice to Client, immediately terminate the applicable portion of Essential ACA Services.

**12.5.6 Additional Suspension for ADP Compliance on Demand.** ADP may, in its sole discretion, immediately suspend access to ADP Compliance on Demand without prior notice to Client in the event Client posts or otherwise distributes any content online that is (i) inappropriate or otherwise objectionable, (ii) potentially violates the privacy or publicity right of a third party, or (iii) advertises any other site or business. In the event Client continues to post or distribute such content after access to ADP Compliance on Demand is restored, ADP shall have the right to terminate ADP Compliance on Demand.

## 13 Post Termination

**13.1 Scope.** At any time prior to the actual termination date, Client may download Client's information or reports available to Client in conjunction with all of the Services provided to Client by ADP. Upon expiration or termination of the Services, subject to Section 13.2, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate. In connection with any data extraction, ADP will not be required to provide any third party with access to ADP's systems, intellectual property or any Confidential Information of ADP.

**13.2 Past Due Amounts.** If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 shall be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any services.

## 14 Additional Terms

**14.1 ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:

**14.1.1 Important Tax Information (IRS Disclosure) for U.S. Only.** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that optional enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

**14.2 ADP Recruiting Management Services.** The following additional terms and conditions apply to the ADP Recruiting Management Services:

- 14.2.1 Hiring Practices.** Client shall be exclusively responsible for all hiring practices, including, but not limited to, compliance with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.
- 14.2.2 Vendors.** Client shall be exclusively responsible for all access and use of the ADP Recruiting Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
- 14.2.3 Additional Third-Party Terms.** During the Term of this Agreement, the Client's use and access to the ADP Recruiting Management Services may be subject to additional terms of services which shall be included within the ADP Recruiting Management Services. Prior to enabling the ADP Recruiting Management Services, Client shall ensure that its Users of ADP Recruiting Management Services click through and accept such additional terms of service.

**14.3 Benefit Services.** The following additional terms and conditions apply to the Benefit Services:

- 14.3.1 Benefits Liaison.** Client shall designate in writing to ADP one or more contacts for the Benefit Services to serve as the Client Benefits Liaison, and such Client Benefits Liaison shall have the authority to (i) provide information, instructions and direction on behalf of the Client, each Plan Administrator and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services.
- 14.3.2 Compliance of Benefit Plans.** Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Plans with such laws.
- 14.3.3 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF THE SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA") AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. FURTHER, ADP DOES NOT PROVIDE CLAIMS PROCESSING OR ANY OTHER COVERED FUNCTION WHICH WOULD CAUSE ADP TO BE CONSIDERED A BUSINESS ASSOCIATE AS DEFINED AT 45 CFR §160.103. ENROLLMENT INFORMATION AND RELATED DATA COLLECTED BY ADP IS ON BEHALF OF CLIENT AND NOT AN EMPLOYER-SPONSORED BENEFIT PLAN. ALL OTHER INFORMATION COLLECTED BY ADP IN PROVIDING BENEFIT SERVICES IS CONSIDERED EMPLOYMENT RECORDS AND EXPLICITLY EXCLUDED FROM THE DEFINITION OF PROTECTED HEALTH INFORMATION AS STATED AT 45 CFR §164.501, AND IS NOT PROTECTED BY HIPAA'S PRIVACY RULE. SEE ALSO 65 FED. REG. 82461, 53181. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL REGARDING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF ANY PLAN(S).
- 14.3.4 Carrier Connections.** ADP will, at Client's request, and for an additional charge as set forth on the Sales Order, provide Client with the following Carrier Connections services:
- 14.3.4.1** ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's designated carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to designated carriers.
- 14.3.4.2** ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will be obligated to transmit Client's data to designated carriers if at any time Client's designated carrier provides the proper interface as described above. Client is responsible for promptly reviewing records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
- 14.3.5 Additional Third-Party Terms.** During the Term of this Agreement, the Client's use of, and access to, the Benefit Services may be subject to additional terms of service which shall be included within the Benefit Services. Prior to enabling such Services, Client shall ensure that its Users of Benefit Services click through and accept such additional terms of service.

**14.4 COBRA Services.** The following terms relating to COBRA services will apply.

- 14.4.1 Operating Guidelines.** ADP's performance of COBRA Services shall be in accordance with the operating guidelines including the COBRA Administration User Guide, as amended from time to time, a copy of which will be provided to Client upon request.
- 14.4.2 Use of Name.** Except for references to ADP as a service provider in IRS Form 5500 or a similar filing as required by ERISA, Client shall not use ADP's name without ADP's prior written consent.
- 14.4.3 Retention of Administrative Fee and Interest.** Client agrees that ADP shall retain the two percent administrative fee allowed by COBRA which shall be added to the premium due. ALL AMOUNTS EARNED ON FUNDS REMITTED TO ADP IN CONNECTION WITH THE SERVICES PENDING DISBURSEMENT TO CLIENT (CLIENT'S DESIGNEE) SHALL BE RETAINED BY ADP AS COMPENSATION. AMOUNTS DISBURSED TO ADP SHALL BE HELD BY ADP FOR APPROXIMATELY FIFTEEN (15) DAYS PRIOR TO DISBURSEMENT BY ADP.
- 14.4.4 HIPAA.** Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification Rule for Unsecured Protected Health Information ("Breach Notification Rule"), all enrollment information collected is on behalf of Client and not the health plan. All other information collected for providing COBRA Services is considered employment records and is explicitly excluded from the definition of Protected Health Information as stated at 45 CFR §164.501, and is not subject to the privacy rule found in HIPAA. See also 65 Fed. Reg. 82461, 53181. To the extent any information is deemed to be Protected Health Information by any regulator, COBRA Services otherwise comply with the Privacy Security Rules disclosure exception found at 45 CFR § 164.504(f).
- 14.4.5 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF THE SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PERSONAL REPRESENTATIVE OF THE EMPLOYER" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF HIPAA AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT IN SUCH A MANNER. FURTHER, ADP DOES NOT PROVIDE CLAIMS PROCESSING OR ANY OTHER COVERED FUNCTION WHICH WOULD CAUSE ADP TO BE CONSIDERED A BUSINESS ASSOCIATE AS DEFINED AT 45 CFR §160.103. ALL ENROLLMENT INFORMATION AND RELATED DATA COLLECTED BY ADP IS ON BEHALF OF CLIENT AND NOT ANY EMPLOYER-SPONSORED BENEFIT PLAN. ALL OTHER INFORMATION COLLECTED BY ADP IN PROVIDING COBRA SERVICES IS CONSIDERED EMPLOYMENT RECORDS AND EXPLICITLY EXCLUDED FROM THE DEFINITION OF PROTECTED HEALTH INFORMATION AS STATED AT 45 CFR §164.501, AND IS NOT PROTECTED BY HIPAA'S PRIVACY RULE. SEE ALSO 65 FED. REG. 82461, 53181. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL REGARDING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

**14.5 WFN EI-9 Services.** The following additional terms and conditions apply to the WFN EI-9 Services.

- 14.5.1 Use of Services.** Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:
- 14.5.1.1** Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS including instructions in the form and the guidelines in the current I-9 Handbook, each of which are available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with applicable policy and procedures set forth therein, and any future new or amended policies and procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.
- 14.5.1.2** Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of missing or incomplete Form I-9.
- 14.5.1.3** ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP will apply only to the extent Client is using E-Verify through ADP
- 14.5.1.3.1** Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
- 14.5.1.3.2** Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

- 14.5.1.3.3** Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on WFN EI-9 Service.
- 14.5.1.3.4** To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements in this Section.
- 14.5.1.3.5** Ensure all of Client's authorized users (i) complete the mandated E-Verify training and (ii) pass a knowledge test with the required score.
- 14.5.1.3.6** Immediately notify ADP of any updates/changes to its E-Verify employer status (if Client becomes a federal contractor or Client ceases being a federal contractor).

**14.5.2 Form I-9 Retention.** During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage and destruction of Forms I-9.

**14.6 Payment Services.** The following additional terms and conditions apply to the Payment Services:

- 14.6.1 Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP deems necessary in connection with the provision of Payment Services.
- 14.6.2 Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearinghouse, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
- 14.6.3 Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
- 14.6.4 Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
- 14.6.5 Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

**14.7 ADP Wage Payment Services.** The following additional terms and conditions apply to ADP Wage Payment Services:

- 14.7.1 ADPCheck; Direct Deposit.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from each employee or individual authorizing the initiation of credits to such party's account and debits of such account to rectify funds credited to such account in error.
- 14.7.2 Pay Card Services.** To the extent received, Client will be responsible for securing all welcome kits to prevent unauthorized access or use.

- 14.7.2.1 Cardholder Set-Up.** Client will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and procedures required by the Issuing Bank or ADP. Client shall provide the appropriate card kit for Payees (i.e. payroll card kit for employees paid wages, commissions, or similar compensation and employee card kits for independent contractors). Further, Client shall obtain all necessary consent from each Payee (including those switching from another paycard program) included in submitted set-up that is required under applicable law and rules, including NACHA, for Payee to (i) receive payments from Client on its Pay Card and (ii) participate in the Pay Card Services, and Client is responsible for reviewing and confirming that all enrollment information supplied to ADP is accurate and complete. Prior to set-up of any Payee on the Cardholder database and distribution of a Pay Card to the Payee, Client will verify the Payee's Identity Verification Documents. Client shall obtain from the Payee and provide to ADP the following information: (a) name; (b) residential address (a P.O. Box is not acceptable); (c) date of birth; (d) social security number; and (e) personal telephone number. Client agrees to provide any additional information as may be required by ADP or the Issuing Bank. Client will not provide a Pay Card to individuals outside the United States without the express written consent of ADP. Client further agrees that ADP or Issuing Bank (directly or through a subcontractor) may seek identity information and legal documentation directly from the Payee to verify the identity of any Payee and that a Payee may be denied Pay Card Service for several reasons, including failure to validate the personal information of the Payee. For each Cardholder, Client will make and preserve either of the following: (1) a copy of the Identity Verification Document (2) a description of the Identity Verification Documents, noting the date reviewed, type of document, and, if applicable, the document's identification number, place of issuance and issuance and expiration date. Client will preserve a copy of all Identity Verification Documents for Payees who are former employees or independent contractors. Client shall retain such documentation during the time that such Payee is a Cardholder until the earlier of (x) five years from termination of Client's obligation to make payments to such Payee or (y) five years from termination of such Payee's Pay Card account; provided, however, in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and Client shall retain such documentation for such longer retention period.
- 14.7.2.2 Enrolling Employees for Cards.** Prior to providing Payee's information to ADP to issue a permanent Pay Card or Client enrolling a Payee for an instant issue Pay Card, Client shall provide each Payee with the notice required under the USA Patriot Act which reads as follows: **"IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What means for you: When you open a prepaid card account, we may require your name, address, date of birth, social security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank. Prior to or in conjunction with distributing a Pay Card to any Payee, if applicable, Client shall remove the account routing information from the card kit. Client shall not, disclose or make available any such account routing (ABA/CD number to any Payee and shall always direct Payees to the Cardholder services telephone number to obtain such account routing (ABA/DDA) number. Payees must accept the Cardholder Terms and Conditions, and the Pay Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions. Client will provide Cardholders with any other information and materials regarding the Pay Card Services provided to it from time to time as determined by ADP. The amounts to be loaded to each Cardholder's Pay Card will be provided to ADP by Client through or by ADP's standard pay transmission methods available to Client or another means agreed to by ADP and Client.
- 14.7.2.3 Pay Card Status, Services and Communications.** Client is responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Pay Card has not been activated, has terminated, cancelled or is in inactive status and even if a Payee has consented to receive their Permitted Payments by the Pay Card. Client will direct Cardholders to ADP's Cardholder services with respect to any Card inquiries, to resolve all disputes regarding their Pay Card and to report any lost or stolen Pay Cards, provided Client will resolve disputes by Cardholders regarding amounts credited or debited to the Pay Cards at the request of Client (e.g., credits as a result of payroll). Client understands that it is not entitled to access or review any Cardholder transaction information and that it has no right to draw back any amounts funded to the Pay Card other than due to an error. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy notice, ADP may provide certain Cardholder transaction information to Client. Cardholders may receive notices, mailings and other communications related to the Pay Card and Card features (e.g., secondary cards, card portability, reward programs, etc.) from or on behalf of ADP or the Issuing Bank.
- 14.7.2.4 Issuing Bank.** All Pay Cards issued to Cardholders are the property of the Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with the Issuing Bank's Cardholder Terms and Conditions. The Pay Card Services may be modified as required by the Issuing Bank and as Client may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations, including legal and regulatory obligations.
- 14.7.2.5 Cardholder Fees.** Client acknowledges that separate fees as set forth on the fee schedule provided to the card kit prior to activation of the Pay Card will be applied to the Pay Card and are the responsibility of the Cardholder. Such Cardholder fees are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Pay Cards.

**14.7.2.6 Information Requests.** Client agrees that upon prior notice from ADP or the Issuing Bank, ADP, the Issuing Bank and any regulatory authorities with jurisdiction over the Issuing Bank or ADP shall have the right to inspect Client's books and records related to Client's use of the Pay Card Services and Client's performance of its obligations with respect thereto.

**14.7.2.7 Third Party Beneficiary.** Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that the Issuing Bank (and its respective successors and assigns) is a party beneficiary of this Agreement, but solely as it relates to the Pay Card Services, and is entitled to enforce each of the applicable provisions against Client as well as the limit on liability provision in Section 7 of the Global Master Terms and Conditions, including in equity and in law, as if it or they were a party hereto.

**14.8 Tax Registration Services.** ADP shall provide tax registration services as further described in this Section and the Service Definitions (the "Tax Registration Services") in accordance with and subject to the terms of this Agreement. The Tax Registration Services provided hereunder relate solely to ADP obtaining jurisdiction account numbers for employment tax as requested by Client. There shall be no additional fees for Tax Registration Services. In receiving the Tax Registration Services hereunder, Client acknowledges the following:

**14.8.1** Client understands that ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; (iv) closing of accounts with a state taxing agency.

**14.8.2** As a third-party service provider, ADP's Services hereunder are consultative in nature. ADP is not representing Client in dealings before any tax agencies. ADP's provision of the Tax Registration Services should not be construed as legal, tax, or accounting advice. Client should consult its legal, tax, or accounting advisors for such advice.

**14.8.3** All submissions to the taxing jurisdiction will be (i) reviewed by Client prior to submission, when provided and (ii) signed by Client where necessary or Client will instruct ADP to affix electronically the Client signature provided by Client. By signing the documents or requesting that ADP affix Client's electronic signature, Client is confirming that (i) Client has reviewed the documents and/or data being submitted to the taxing jurisdiction and (ii) the information contained therein is complete and accurate.

**14.8.4** By utilizing the Tax Registration Services, Client authorizes ADP to act on its behalf in obtaining jurisdiction employment account numbers including, but not limited to, affixing the electronic signature provided by Client to registration forms and other documentation, submitting forms to tax agencies and directly communicating with such agencies as necessary.

**14.8.5** Client understands that ADP's Services are based solely on the information provided by Client and/or otherwise available for ADP in connection with the Services about Client's business established within a particular jurisdiction and other written correspondence that is in reply to ADP's questions regarding the registration process or otherwise provided by Client. Client authorizes ADP to rely upon such information in providing the Tax Registration Services. ADP is not responsible for Tax Registration Services provided hereunder based on any inaccurate information supplied by Client or the failure by Client to provide information with information relating to the registration process.

**14.8.6** Client understands that, for reasons beyond ADP's reasonable control, ADP may not be successful in securing an employment tax account number for Client in any particular jurisdiction.

**14.8.7** ADP is not responsible for any penalties or interest incurred by Client as a result of ADP's failure to timely receive Client identification numbers.

**14.9 State Unemployment Insurance (SUI) Management Services.** The following additional terms and conditions apply to the Management Services:

**14.9.1 Provision and Transfer of Information.** Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the SUI Management Services, including without limitations, the claimants' names, relevant dates, vesting and separation information, state-specific required information, and other documentation to support response to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client's computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communication protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

**14.9.2 Definition of Claim; Claim Cap.** For purposes of the SUI Management Services provided under this Agreement and to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing for unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review by ADP (e.g., including but not limited to, last employer claims, base period employer claims, per qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be as stated on the Sales Order, and will be based on all claim notices processed by ADP as a result of an individual filing for unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.

**14.10 ADP Wage Garnishment Payment Services.** The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:

**14.10.1 Description of Services.** ADP will act solely in the capacity of a third party service provider of payment processing.

**14.10.2 Client's Use of Services.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date.

**14.11 Employment Verification Services; Employee Authorized Disclosure.** The following additional terms and conditions apply to Employment Verification Services and Employee Authorized Disclosure:

**14.11.1 Employment Verification Services.** Client authorizes ADP and Verification Agents through which Employment Verification Services are performed to disclose, on Client's behalf, Verification Data to Verifiers who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key in accordance with FCRA. Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a delinquent payment or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

**14.11.1.1 Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test and validate the Verification Data using validation reports made available by ADP or its Verification Agent. If Client uses ADP's hosted payroll processing services, ADP will utilize the latest Verification Data available in ADP's payroll processing system.

**14.11.1.2 Notice to Furnishers of Information: Obligations of Furnishers of Information.** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

**14.11.1.3 Archival Copies.** Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client, its employees and former employees and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

**14.11.1.4 Employee Authorized Disclosure.** ADP may disclose or use Personal Data of Client's employees to the extent the employee requested or consented to the disclosure or use such as but not limited to when an employee needs their identity verified when they submit an application for a bank account, cellular service, credit or a benefit.

**14.12 Essential ACA Services.** The following terms shall apply to Essential ACA Services.

**14.12.1** Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will make Forms accessible to Client's employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.

**14.12.2 Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as the Client's ACA Liaison for Essential ACA ), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under this Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.

**14.12.3 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF THE SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE REVENUE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATIONS, AND PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

**14.12.4 Important Tax Information (IRS Disclosure):** Notwithstanding Client's engagement of ADP to provide Essential ACA, please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that their tax payments are being made for them, and that online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477.

**14.12.5 Additional Requirements.** Client further understands that Essential ACA may be modified as ADP may deem appropriate to assist ADP in complying with its obligations.

#### 14.13 ADP Marketplace and Use of ADP APIs.

**14.13.1 Disclaimer.** ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

**14.13.2 Transmitting Information to Third Parties.** In the event that Client elects to use an API to provide any Client Content, employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or information provided by any such third party.

**14.13.3 Use of the ADP APIs.** Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

**14.14 ESS & MSS Technology.** The following additional terms and conditions apply to the ESS & MSS Technology.

**14.14.1** Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided directly to ADP by Client directly.

**14.15 ADP Compliance on Demand.** The following additional terms and conditions apply to ADP Compliance on Demand:

**14.15.1 Compliance Assistance.** Client may have access to certain human resources or compliance professionals who may, at ADP's sole discretion, provide reasonable guidance or best practice recommendations to Client which Client may choose to follow. Client assumes all responsibility and risk arising from its use and reliance upon such recommendations. ADP requires Client to include its legal counsel in communications with such professionals. The ADP Compliance on Demand Services are not a substitute for advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship between ADP and Client exists or will be formed as a result of the Services. ADP may discontinue access to human resources and compliance professionals in its discretion.

**14.16 Comprehensive Learning Library (myLearning@ADP).** The following additional terms and conditions shall apply to the Comprehensive Learning Library:

**14.16.1 Party Content Uploaded to myLearning@ADP.** Except for content created or licensed by ADP for Client's use, the Client is solely responsible for any content uploaded, used, copied, installed or enabled (collectively, "**Client-Uploaded Material**") on myLearning@ADP. The Client shall not submit any Client-Uploaded Material that is: (a) libelous, defamatory, obscene, threatening, abusive, illegal or otherwise objectionable, or (b) protected by copyright, trademark, trade secret, or other proprietary right without a valid license from the owner of such copyright, trademark, trade secret, or other proprietary right. The Client is singularly responsible for obtaining and maintaining all licenses and any other necessary rights (contractual or otherwise) for any Client-Uploaded Material.

#### 15 Miscellaneous

**15.1 Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

**15.2 Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors permitted assigns.

**15.3 Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party co service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to the subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client shall be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statement of work will have no force and effect and will not amend or modify this Agreement.
- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor dispute, disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired. Such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render the provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly to such employee and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, any communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.
- 15.14 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceeding brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given if effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 5800 Windward Parkway, Alpharetta, GA 30005, Attention: ADP Comprehensive Services SVP or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

## Appendix : ADP Comprehensive Services - Service Definition

| Services                                                                                 | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                               |
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| <b>Solutions Platform</b>                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                          |
| ADP Workforce Now ("WFN")                                                                | WFN is ADP's trademarked, branded, webbased payroll, HR, Benefits and Time and Attendance technology. WFN serves as the access point for all Client administrators, employees and managers. General information about ADP WFN can be found at <a href="http://www.productdescription.majoraccounts.adp.com">www.productdescription.majoraccounts.adp.com</a> (which may be modified from time to time).                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                          |
| WFN Technology Support                                                                   | Access to specialists to support Client in use of WFN technology solutions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                          |
| <b>Implementation</b>                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                          |
| Implementation – Project Manager                                                         | The ADP Project Manager is responsible for the overall Comprehensive Services technology implementation and as such creates and maintains a project plan during implementation. The Project Manager conducts an implementation planning meeting to review the multi-faceted implementation, holds regular status meetings with the entire project team (Client, ADP, and external assigned resources) and manages deliverables accordingly.                                                                                                                                                                                                                                                                                                                                                                                                | The Project Manager provides cross product guidance for the duration of implementation and introduces the training curriculum to Client. The Project Manager directs the team of ADP implementation specialists and consultants who work on the multifaceted implementation required for Client to go live on ADP Comprehensive Services, including WFN. |
| Implementation -- Assignment of a dedicated ADP Relationship Manager/HR Business Partner | <p>The ADP Relationship Manager/HR Business Partner participates in implementation and partners with the Project Manager to complete the Implementation. The ADP Relationship Manager/HR Business Partner:</p> <ul style="list-style-type: none"> <li>• Schedules onsite visit for Client's strategic analysis during or immediately after implementation kickoff meeting.</li> <li>• Schedules planning meeting to introduce Client's managers and employees to WFN portal and self-service functionality.</li> <li>• Coordinates and schedules Employee/Manager Self Service Launch Meeting and distribution of Welcome Kits.</li> </ul> <p>Develops Client Strategic Action Plan for additional services to help assure alignment of Services with Client strategic direction and business drivers in all related functional areas.</p> | The ADP Relationship Manager/HR Business Partner acts as a business consultant during the implementation process and performs business analysis. Client is responsible for validating the accuracy of all converted data. Client will attend all necessary implementation meetings and provide timely feedback as requested.                             |

| Services                                                                          | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <b>Implementation</b>                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Set-up of Payroll, HR & Benefits, and Time and Attendance modules (as applicable) | <p>Implementation includes all activities needed to complete set-up of the Payroll, HR &amp; Benefits, and Time and Attendance modules (the "Module(s)") including the following:</p> <ul style="list-style-type: none"> <li>• Implementation of all outsourcing services listed in this Statement of Service.</li> <li>• Scheduling and planning all implementation meetings.</li> <li>• Coordinating the collection of implementation service questionnaires.</li> <li>• Setting-up the Module(s) based on Client's requirements.</li> <li>• Collecting all relevant human resources ("HR"), payroll and enrollment data and loading them into the Module(s). Client must provide all data (e.g., corporate information, payroll data, benefit plan information, relevant HR data, including current personal and work data and employee/dependent enrollment information) in a format required by ADP.</li> </ul> <p>ADP will determine Client and ADP's readiness to go live based on completion of key deliverables and success of data gathering, conversion and other implementation milestones.</p> <p>ADP will set-up the HR &amp; Benefits module to incorporate Client's (i) corporate structure (e.g., divisions, locations, employee classes, and departments) and user rights; (ii) benefit plans and providers; (iii) HR data, including reports to information, performance management, leave data, job titles, salary structures, and HR reason codes; and (iv) census data, including current personal and work data and employee/dependent enrollment information for all applicable parties.</p> | <p>Client is responsible for (i) accurately completing and providing questionnaires ADP's implementation team in a timely manner; (ii) providing all HR corporate information to ADP; (iii) providing all plan requirements information, company policies and procedures to either configure W and/or incorporate into administrative practices; (iv) providing all payroll data; providing any documents and materials needed to complete employee access set up; (vi) providing all plan participant enrollment data in a predefined form required by ADP; (vii) reviewing information in the Module(s) for accuracy and (viii) all fees related to travel. Failure to meet these requirements may impact the date upon which Client may access the Services.</p> <p>Client is responsible for maintaining system configuration of and data related to all HR related information (e.g., salary structure, job codes, leave policies, manager access, etc.) post implementation. Client's implementation team will determine Client's readiness to start implementation and assist Client's implementation team members. The make-up of Client's implementation team may vary according to the number of complementary products or services purchased. Client's implementation team will coordinate with the service team and Client's designated team members to ensure requirements are understood and will assist in the transition to service.</p> |
| Interfaces - ADP Carrier Connection <sup>®</sup>                                  | <p>If Client purchases Comprehensive HR, Comprehensive Payroll or Comprehensive Talent either separately or together, but without Comprehensive Benefits, Client shall be entitled to up to three (3) standard carrier connections at set up of the Services. If Client purchases Comprehensive Benefits alone or with any other Comprehensive Service(s), Client shall be entitled to unlimited standard carrier connections at set up (initial implementation) of the Services.</p> <p>Client may elect additional standard carrier connections for an additional fee. Subsequent reconfiguration of existing carrier connections and additional elections requested after set up (initial implementation) of the Services are available for an additional fee. Carrier connections shall be subject to an annual maintenance fee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>Client shall promptly deliver to ADP a Client Content required by ADP to set standard carrier connections. Client will work with its carriers to ensure ADP is permitted to transmit data and access Client's data to the carrier's system. No third party agreements with Client's carriers should be required.</p> <p>With respect to Carrier Connections, any changes in Client's benefit providers that require the establishment of a new carrier connection or the modification of an existing carrier connection shall be considered a new carrier connection and shall be completed by ADP at ADP's then current rates.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

| Services                                           | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| <b>Implementation</b>                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Interfaces - Payroll Interfaces, Custom Interfaces | Client may require payroll or other custom interfaces in order to electronically transmit data, including but not limited to employee payroll data, certain HR and other demographic employee data, etc., to designated third parties authorized by Client. The development of such Interfaces shall be at ADP's then current fees for such services and fees shall be depend on the amount of customization required by ADP to create such interfaces. ADP shall provide Client with an estimate of the cost of the interface prior to its development. An annual maintenance fee shall apply to all interfaces, including Payroll Interfaces and Custom Interfaces. | ADP's construction of interfaces are subject to configuration by Client of the applicable Client Content and the formatting of such transmission to designated third parties. ADP's ability to transmit Client Content dependent on the agreement by the designated third parties and ADP will not be obligated to transmit data unless the designated third parties have agreed to accept data via the interface.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>ADP Personnel – Roles and Responsibilities</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ADP Relationship Manager/HR Business Partner       | Each Client is assigned one (1) ADP Relationship Manager/HR Business Partner, no matter which Services Client has purchased. The ADP Relationship Manager/HR Business Partner actively communicates with Client and acts as the primary contact between ADP and Client to ensure the delivery of services and resolution of issues.                                                                                                                                                                                                                                                                                                                                   | The Relationship Manager/HR Business Partner strengthens the connection with clients through proactive service and consultation. The Relationship Manager/HR Business Partner aligns with executives and key stakeholders in the Client's organization to understand business goals and objectives. They consult with the client to align the right services and help create efficiencies through ADP technology solutions. The Relationship Manager/HR Business Partner conducts executive meetings to share updates on key initiatives and maintain alignment to changes in the Client's business. Additionally, the Relationship Manager/HR Business Partner proactively identifies client needs and coordinates the delivery of the services. This includes consultation and best practices to help Client maintain compliance with applicable federal, state and local employment laws. The Relationship Manager/HR Business Partner coordinates HR services, such as Employee Training, HR Policies and Procedures, Job Descriptions and guidance for resolving employee relations issues. |

| Services                                       | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| <b>ADP Service Centers</b>                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ADP Service Center (for Client administrators) | Access to a toll free number with Client identification and issue routing via telephony. Provides access to primary support resources through WFN technology.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | ADP provides access to an assigned specialist team that will be Client's primary support resource. ADP will provide standard service center hours 8:00 am to 5:30 pm Client local time (Clients in Hawaii will have service center access 8:00 am to 5:30 pm PST), Monday through Friday, except for scheduled downtime for training, meetings and ADP recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available hours each calendar quarter.                                                                                                                                                                                                                                                                          |
| My Life Advisor                                | <p>Access to a toll free number for use by employees and managers for:</p> <ul style="list-style-type: none"> <li>• General self-service and payroll inquiries</li> <li>• General HR inquiries where Client policy is explicit when WFN Comprehensive HR is elected</li> <li>• Benefit call support when WFN Comprehensive Benefits is elected</li> </ul> <p>As authorized by Client, respond to Client's employees inquiries, when ADP has all pertinent information related to:</p> <ul style="list-style-type: none"> <li>• Employee personal information</li> <li>• Employee pay information and issues</li> <li>• Vacation, holiday, and leave of absence information</li> <li>• Hours of work and overtime information</li> <li>• Benefit Participant Information when WFN Comprehensive Benefits is elected</li> </ul> <p>Further, the My Life Advisors can provide bi-lingual support for both English and Spanish speaking employees. Other languages are available via a partnership with AT&amp;T's language line for an additional fee charged back to Client on a pay per usage basis.</p> | <p>As a prerequisite to use of My Life Advisor Client is responsible to support and promote employee self-service and manager self-service. ADP will conduct one (1) on-site employee self-service/manager self-service launch meeting. On request, ADP will support multiple virtual self-service launch meetings. ADP will answer employee and manager questions that have an apparent relationship to data entry visible through the WFN applications.</p> <p>ADP will provide standard service center hours 8:00 am to 11:30 pm EST, Monday through Friday, except for scheduled downtime for training, meetings and ADP recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available time each calendar quarter.</p> |

| Services                                    | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Payroll and Tax Administration</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Payroll and Tax                             | ADP payroll processing with tax service to authorized jurisdictions (also included: CheckView, Payroll Preview, Total Tax Plus <sup>SM</sup> , Full Service Direct Deposit or TotalPay <sup>®</sup> banking options, Labor Distribution, iPayStatements, iReports). Additional fees will apply for ADP delivery via courier.<br><b>Year-end Forms W-2 will be provided and Clients will be billed separately. Additional fees will apply for direct mailing of year-end Forms W-2.</b> | ADP processes payroll and files a deposits appropriate federal, state and local taxes. <b>Client must review and approve final payments.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Time and Attendance Feed to Payroll         | Import employee Time and Attendance records provided that such records are in an ADP-acceptable format (if not utilizing ADP's Time and Attendance Module).                                                                                                                                                                                                                                                                                                                            | ADP provides Client with required file formats to utilize this feed. Client is responsible for adaptation of its file feed to format that is compatible with ADP's feed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Checks and Direct Deposit                   | ADP offers Clients two (2) banking features: Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) or TotalPay (ADPCheck plus Full Service Direct Deposit).                                                                                                                                                                                                                                                                             | Client must choose one of the banking features (unless Client is purchasing Comprehensive Payroll which requires TotalPay).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Wage Garnishment Processing Services (WGPS) | ADP provides tools to calculate garnishments based on court orders and client interpretation and also generates reports documenting garnishment activity.                                                                                                                                                                                                                                                                                                                              | Client provides employee liens and withholding information to ADP. ADP processes employee deductions for lien wage garnishments and court order support and disburses payments to third parties as appropriate.<br>The following shall only apply if Client is not purchasing Comprehensive Payroll Service: Client is responsible for lien interpretation; Client is responsible for all compliance with agency notification requirements; replies garnishment notices received; notices employee terminations and all other require written responses. Client must provide minimum of two (2) weeks' notice prior processing of any special pays accommodate any garnishment requirements. |
| HR, Payroll and Benefits Reporting          | Comprehensive standard and analytical reports cover HR, payroll, and benefits data.                                                                                                                                                                                                                                                                                                                                                                                                    | ADP provides access to certain standard payroll reports. Client has access to ADP reporting tools to generate a limited number of custom reports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| GL Interface                                | ADP will generate a file every payroll that contains labor expense information that can be entered into popular general accounting programs. Custom programming not included.                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Paid Time Off (PTO)                         | Access to systems to track employees' paid time off.                                                                                                                                                                                                                                                                                                                                                                                                                                   | Client is responsible for leave administration unless Total Absence Management purchased as an optional service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Non-Paid Persons                            | Access to HR & Benefits module to track Client headcount not included in the payroll system. Such persons may include international employees (located outside the U.S.), independent contractors paid outside the payroll system, persons on leave, and retirees.                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Services                          | Service Specifics                                                                                                                                                                                                                                                                                           | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Tax Registration Services</b>  |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Relevant and Required Information |                                                                                                                                                                                                                                                                                                             | Client must provide to ADP all information requested by ADP with respect to the Tax Registration Services. ADP shall obtain relevant and required information to complete online or paper registration applications.                                                                                                                                                                                                                                                                       |
| Submission of Applications        | Upon Client's request, ADP shall initiate the registration process for each jurisdiction identified by Client and arrange for the submission of the application(s) to the appropriate tax agency on the Client's behalf.                                                                                    | Client may need to provide a signed Power of Attorney (POA) or Reporting Agent Authorization (RAA) when needed by ADP for it to obtain account number and state information from an employment jurisdiction. ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; name, address or entity (corporate for changes; (iii) applications to a state Secretary of State; and (iv) closing accounts with a state taxing agency. |
| Communications                    | ADP shall communicate with the tax agency representatives on the status of the application and notify Client in writing of the new account numbers (to the extent this information is communicated to ADP by the tax agency), other account status information, or problems encountered during the process. | Client must promptly provide ADP with all communications received from the tax agency which are directly or indirectly applicable to the registration process or that may otherwise impact Client's request for account number. ADP is not responsible for P&I based timeliness of receipt of the client's number.                                                                                                                                                                         |

| Services                                                                                                       | Service Specifics                                                                                                                                                                                                                                                                                                         | Roles and Responsibilities                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Unemployment Insurance (SUI) Administration</b>                                                       |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                 |
| Administer SUI Claims (where authorized by state law)                                                          | Provide pre-separation unemployment insurance (UI) counseling to Client. UI claims administration. Audit SUI tax rate components.<br>Audit UI benefits charges. Voluntary contribution review. Provide a quarterly summary report of claims activity.<br><b>Client hearing and appeals not included in base services.</b> | ADP assists Client with unemployment claims administration and unemployment tax filings to help Client manage claims and State unemployment costs.                                                              |
| <b>Training and Development</b>                                                                                |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                 |
| Employee/Manager Self-Service Launch Training                                                                  | Training for both Client employees and managers on the self-service tools and application (includes one on-site Employee Self-Service Kickoff and, upon request, virtual Employee Self-Service Kickoff meetings).                                                                                                         | Client shall require its employees and managers to attend self-service tools and application training.                                                                                                          |
| Core Product Training                                                                                          | Product training on all the core products for administrator users (not employees or managers).                                                                                                                                                                                                                            | Client shall require administrator users to attend core product training.                                                                                                                                       |
| <b>Benefit Support</b>                                                                                         |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                 |
| Open Enrollment Support (In the event the Client does not receive ADP plan and Comprehensive Benefit Services) | Access to Modules to maintain benefit plan and enrollment information.                                                                                                                                                                                                                                                    | HR Consultants assist Client in using the Modules for maintaining benefit plan information and reporting. My Life Advisor assists Client employees in using self-service to make benefit enrollment selections. |
| <b>Employee Relations</b>                                                                                      |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                 |
| Employee Perks                                                                                                 | Employee access to a wide range of discounts on premium-brand products and services                                                                                                                                                                                                                                       |                                                                                                                                                                                                                 |
| New Hire Welcome Kit                                                                                           | New Hire Welcome Kits are made available to Client employees detailing the employee services and perks provided by Client through ADP. The welcome kits are available electronically via WFN.                                                                                                                             | ADP provide Electronic Welcome Kits via WFN                                                                                                                                                                     |
| <b>Compliance Support</b>                                                                                      |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                 |
| Compliance Newsletters<br><i>Note: The offering does not include legal advice or guidance.</i>                 | Access to periodic subject matter Compliance Newsletters.                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                 |
| Alerts<br><i>Note: The offering does not include legal advice or guidance.</i>                                 | Access to periodic subject matter Alerts and e-mails.                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                 |
| Online Compliance Resources<br><i>Note: The offering does not include legal advice or guidance.</i>            | Access to law summaries, periodic tips related to best practices and compliance changes.                                                                                                                                                                                                                                  |                                                                                                                                                                                                                 |

## Comprehensive HR Services Definitions

The following supplements the Comprehensive Services Definitions and applies to the extent that Client purchases Comprehensive Services.

| Services                                                                                                              | Service Specifics                                                                                                                                                                                                                                | Roles and Responsibilities                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recruitment and Selection</b>                                                                                      |                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                          |
| Job Descriptions                                                                                                      | Access to sample job descriptions, resources, and guides Access to an ADP specialist who provides support and guidance on: <ul style="list-style-type: none"> <li>Developing new job descriptions</li> <li>Reviewing job descriptions</li> </ul> | Client is responsible for determining Fair Labor Standards Act (FLSA) exempt or non-exempt status.                                                                                                                       |
| Benchmark Pay Scales                                                                                                  | Service that allows Client to have access to a compensation evaluation tool.                                                                                                                                                                     | ADP will provide Client with the tools to conduct compensation analysis for open positions.                                                                                                                              |
| <b>Employee Relations</b>                                                                                             |                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                          |
| Employee Handbook and Policies<br><i>Note: ADP Comprehensive HR services do not include legal advice or guidance.</i> | ADP will provide specialists and tools to assist the client with the creation of a customized employee handbook. Client has access to sample forms and policies.                                                                                 |                                                                                                                                                                                                                          |
| Employee Assistance Program (EAP)                                                                                     | Access to the EAP service that provides confidential assistance for employees and their dependents for issues such as family problems, substance abuse, legal problems, etc.                                                                     |                                                                                                                                                                                                                          |
| <b>Workplace Safety and Labor Law Compliance</b>                                                                      |                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                          |
| Labor Law Compliance Posters                                                                                          | Provides Client with suitable Federal and State Labor Law Compliance posters for Client's worksites.                                                                                                                                             | Client will receive updated posters as law and posting requirements change.                                                                                                                                              |
| <b>Training</b>                                                                                                       |                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                          |
| Self-Paced Online Web-Based Training                                                                                  | Online access to ADP self-paced, web-based training library content.                                                                                                                                                                             | Library will consist of courses covering topics such as compliance, broad workplace safety, workplace culture, and leadership performance and will be available to employees, managers, practitioners and administrators |
| <b>Comprehensive HR Support Team</b>                                                                                  |                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                          |
| HR Consultants                                                                                                        | Access to HR Consultants to provide industry best practices from recruitment to retirement.                                                                                                                                                      |                                                                                                                                                                                                                          |
| Payroll Consultants                                                                                                   | Access to Payroll Consultants to provide industry best practices.                                                                                                                                                                                |                                                                                                                                                                                                                          |

| Services                                                                                           | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Risk and Safety Specialists                                                                        | Access to Risk and Safety Specialists to provide support on OSHA industry standards and record keeping requirements, and guidance on the development of health and safety programs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Benefits Support</b>                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Open Enrollment Support (In the event Client does not receive ADP Comprehensive Benefits services) | Access to HR module to maintain benefit plan and enrollment information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | HR Consultants assist Client in using the HR module for maintaining benefit plan information and reporting. My Life Advisor assists Client employees in using self-service to make benefit enrollment elections.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Services                                                                                           | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Total Absence Management (TAM) Services                                                            | TAM includes: (i) maintaining communications materials in accordance with federal and state legislative requirements; and (ii) processing leave requests and the dissemination of information in an accurate and timely manner. ADP provides service center support for leave inquiries relating to the federal Family and Medical Leave Act ("FMLA"), disability, personal, medical, military and state mandated leave. Receipt, coordination, and processing of leave requests submitted by Client's HR department, supervisor/manager, employee, or employee family member. The service does not include Workers' Compensation, Americans with Disabilities Act ("ADA"), bereavement leave, any type of sabbatical leave, or any Paid Time Off ("PTO") policy administration. A qualified medical practitioner (as defined by regulations) provides all required medical certifications to support the leave request. The service assumes there are no more than fifty (50) employees on FMLA simultaneously and no more than twenty percent (20%) of employees on leave are on intermittent leave. If Client exceeds these limits, additional fees or an alternative service offering may be required. ADP will not implement, build or administer more than seven (7) policies concurrently. If Client has greater than seven (7) policies, additional fees or an alternative service offering may be required. | Client shall (i) update and maintain employee indicative data; provide Client specific leave rules and policies; (iii) facilitate interleave coordination with its HR department and managers, including training and education of HR personnel and managers; (iv) coordinate any long term disability ("LTD") claims that last beyond designated leave period; and (v) provide administrative guidance on plan documents, company policies, training materials and HR Manager/Employee communications as required by ADP. Client is responsible for the direct billing or collection of health and welfare benefit employee premiums incurred by the employee associated with the leave event. Client is responsible for all matters relating to ADA and any other PTO plans, including sick time, bereavement, jury duty, children/school activity leave, vacation, and administrative leave. ADP shall verify employment and eligibility status and mail the employee the appropriate leave package that includes form rules, and medical options while on leave and the associated costs etc. ADP shall track and monitor all requests made for FMLA and other types of leave (e.g., Workers' Compensation and military leave), as appropriate. This includes (i) opening a case and tracking it until the employee returns to work and (ii) the coordination of options available to the employee until he/she is able to return to work or Client decides to terminate employment. ADP shall track and coordinate federal FMLA and state-equivalent leave plans to run concurrent or separate, as applicable. ADP shall track and coordinate Client's leave plans (e.g., personal leave of absence, medical leave of absence in the same manner as FMLA if employee exceeds or is otherwise not eligible for FMLA or state leave. ADP shall track short term disability time off if it runs concurrent with any federal or state protected medical leave. ADP shall monitor federal and state legislation related to leaves that impact employees and inform Client of changes. Client shall determine how it wishes to proceed with respect to its policies and procedures. ADP shall (i) provide notification of leave approval date to the employee's supervisor/manager and HR; (ii) receive return work authorizations and notify employee's supervisor/manager of return to work; (iii) confirm employee's return to work as scheduled; (iv) provide weekly reporting on leave status and activity. |

## Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, including Sections 4 (Confidentiality), 9.3 (Data Security) and 10.1 (Data Security Breach/Notification), between ADP, Inc. and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at [www.adp.com/-/media/adp/privacy/pdf/glossary\\_en.pdf](http://www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf).

### PART I - GENERAL

1. Client Obligations. Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Law; and (c) Client has authority to provide under Applicable Law.

2. ADP Obligations. ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of its direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Law; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from its own interaction with a consumer, except as permitted under Applicable Law. ADP shall have the right to Process Client Personal Data in order to comply with its legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud. ADP employees and contingent workers are authorized to Process Client Personal Data to the extent necessary to provide Services and as permitted under the Agreement and by Applicable Law.

3. De-identification and Aggregation. In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated and anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data.

4. Transfers to Subprocessors. ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country in which Client Personal Data was collected. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix. An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at <https://workforcenowservice.adp.com/DigitalService/s/article/Comprehensive-Services-Sub-processor-Listing>. Such list may be updated from time to time.

5. Compliance Obligations. ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Law.

Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. Client Instructions. When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction violates Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

7. Assistance. ADP will assist Client with its data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests and complaints and providing Client with relevant information for conducting data protection impact or risk assessments. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.

8. Client Audit. ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis, ADP will, in agreement with Client, either:

(a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; or,

(b) make the facilities it uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential

Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

## PART II – GDPR

9. Scope. This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR, the ADP Privacy Code, located at [https://www.adp.com/-/media/adp/privacy/pdf/bcrpc\\_en.pdf](https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf), governs. ADP has obtained EU authorization of its ADP Privacy Code.

10. International Transfers. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code serves as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual

clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code does not apply.

11. Additional Subprocessor Obligations. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

12. ADP Privacy Code EU Authorization. ADP will make commercially reasonable efforts to maintain the EU authorization of its ADP Privacy Code for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU authorization of its ADP Privacy Code.

## PART III - Miscellaneous

13. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code; (c) this Data Privacy Appendix; and (d) the Agreement.

14. Scope. This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.

# SUPPLY & DEMAND REPORT

## REPORT DATE:

May 30, 2023

## TIMEFRAME:

November 2022 to April 2023

## SEARCH CRITERIA

### Keywords:

hr coordinator

### Location:

Jonesboro, GA

### Radius:

30 miles

## FILTERS APPLIED

### Occupations (ONET):

Human Resources Specialists, Human Resources Assistants, Except Payroll and Timekeeping, Human Resources Managers, Training and Development Specialists, Compensation, Benefits, and Job Analysis Specialists, Payroll and Timekeeping Clerks, Training and Development Managers, Compensation and Benefits Managers, Labor Relations Specialists, Industrial-Organizational Psychologists

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### 07 FAVORABLE LOCATION DETAILS

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### 08 TRENDS

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## hr coordinator in Jonesboro, GA within 30 miles



### Quick Summary

The average hr coordinator candidate has a bachelor's degree, has 11-15 years of experience, and lives in Atlanta, GA or Decatur, GA.



**346**  
Total Candidates



**\$51,000** Local Median Compensation  
**\$53,301** National Median Compensation



**1,056**  
Job Postings



### Top Candidates Titles

Candidates use these job titles the most in their resumes and social profiles. Consider using these job titles in your job posting and when sourcing to catch a wider net of ideal candidates.

|                                  |    |
|----------------------------------|----|
| Recruiter                        | 36 |
| Human Resources (Hr) Manager     | 18 |
| Talent Acquisition Specialist    | 14 |
| Human Resources (Hr) Coordinator | 13 |
| Human Resources (Hr) Director    | 12 |



### Top Companies Hiring

These companies are hiring the most for this role, and they are your biggest competition when posting jobs online.

|                                 |    |
|---------------------------------|----|
| Growing People and Companies    | 48 |
| Carter's, Inc.                  | 21 |
| Georgia Institute of Technology | 18 |
| State of Georgia                | 18 |
| Genuine Parts Company           | 17 |

### Top 5 Favorable Locations by Hiring Indicator

Using our scoring formula, these cities within your radius search are listed from easier to recruit to harder to recruit talent.

|                         |    |
|-------------------------|----|
| Decatur, GA (\$52,250)  | 90 |
| Dunwoody, GA (Low Data) | 89 |

Pay rate figures are median values

### Compensation by Years of Experience

Compensation differs with years of experience. Consider these levels when targeting candidates and making offers.

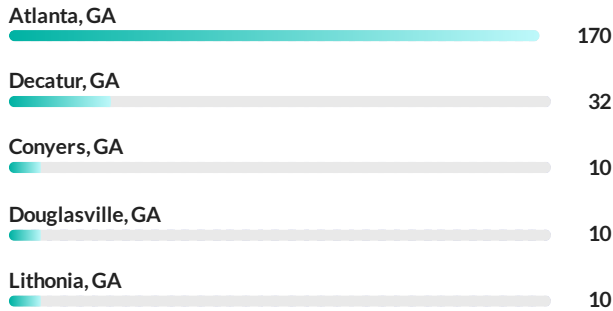
|           |          |
|-----------|----------|
| 1-2 Years | \$48,880 |
| 3-5 Years | \$57,200 |

Pay rate figures are median values

## Candidate Details

### Locations (Cities)

More candidates for this type of role live in these cities than other cities.



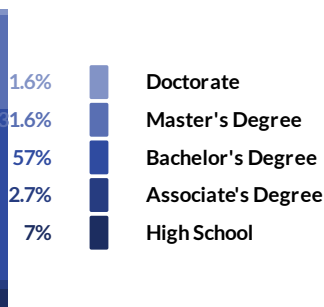
### Job Titles

Candidates use these job titles the most in their resumes and social profiles. Consider using these job titles in your job posting and when sourcing to catch a wider net of ideal candidates.



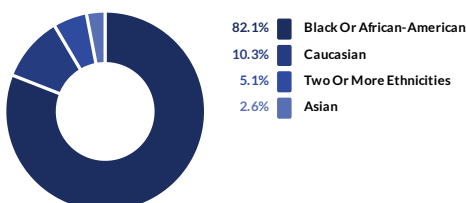
### Education

The median candidate's highest level of education attained is bachelor's degree. Asking for a higher level of education will narrow your pool of candidates.



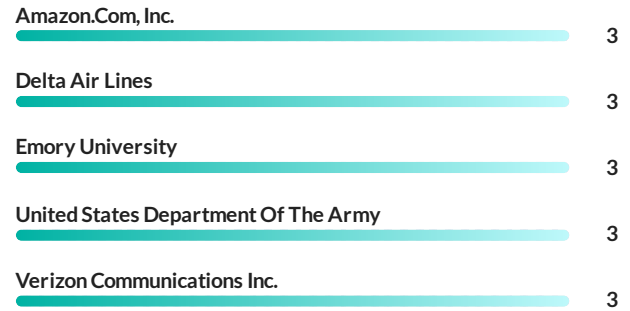
### Ethnicity

Of those who shared their ethnicity, the most common ethnicity of these candidates is Black Or African-American.



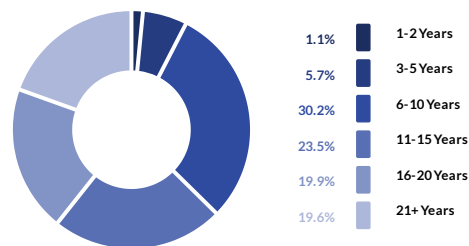
### Companies

Candidates actively looking for new opportunities have worked or still do work at these companies. Sourcing from these companies will render candidates more willing to talk.



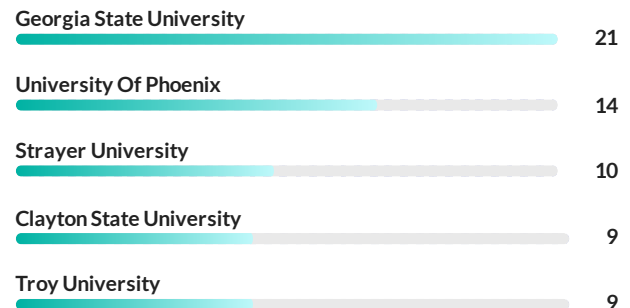
### Experience

The median candidate has 11-15 years of experience.



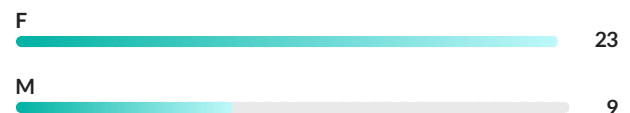
### Universities

Active candidates attend or have graduated from these colleges and universities more than others. Partner with professors at these schools to recruit students and alumni.



### Gender

Of those who shared their gender, approximately 28% are male and 72% are female.



Attachment: full\_report\_hr\_coordinator\_jonesboro\_ga (3541 : ADP Proposal for HR and Payroll Services)

## Job Posting Details

### Locations (Cities)

These cities are where the most job postings are being posted online for this role.

|                    |     |
|--------------------|-----|
| Atlanta, GA        | 751 |
| Decatur, GA        | 25  |
| Conyers, GA        | 22  |
| Forest Park, GA    | 17  |
| Stone Mountain, GA | 17  |

### Top Companies

These companies are hiring the most for this role, and they are your biggest competition when posting jobs online.

|                                 |    |
|---------------------------------|----|
| Growing People and Companies    | 48 |
| Carter's, Inc.                  | 21 |
| Georgia Institute of Technology | 18 |
| State of Georgia                | 18 |
| Genuine Parts Company           | 17 |

### Job Titles

Companies use these job titles in their job postings most often for this role. Using one of these top job titles will help you match up with your competition.

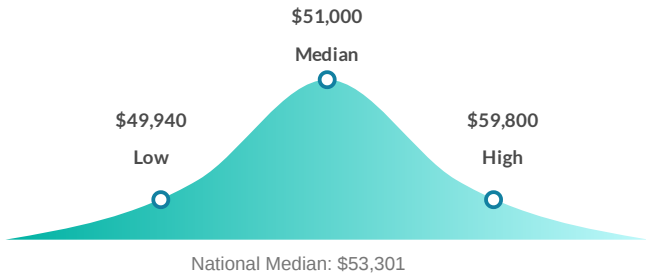
|                                  |     |
|----------------------------------|-----|
| Human Resources (Hr) Coordinator | 230 |
| Recruiter                        | 114 |
| Human Resource (Hr) Coordinator  | 90  |
| Human Resources (Hr) Manager     | 69  |
| Human Resources (Hr) Generalist  | 58  |

Attachment: full\_report\_hr\_coordinator\_jonesboro\_ga (3541 : ADP Proposal for HR and Payroll Services)

## Compensation Details

### Summary

Based on your search within a **30-miles radius** of **Jonesboro, GA**, this position earns between **\$49,940 to \$59,800** per year. The typical candidate earns the median of \$51,000 per year, holds a bachelor's degree, and has 11-15 years of experience.

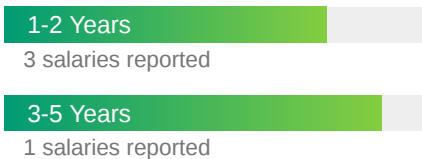


Compensation can vary from city to city depending on the competition and candidates available. Consider sourcing from another city to find talent that meets your compensation budget.

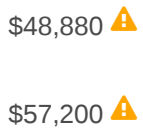
| Locations         | Salaries Reported | Low      | Median   | High     |
|-------------------|-------------------|----------|----------|----------|
| Atlanta, GA       | 26                | \$48,880 | \$52,900 | \$83,200 |
| Lithonia, GA      | 3                 | \$51,000 | \$51,000 | \$51,000 |
| Chamblee, GA      | 2                 | \$44,730 | \$46,820 | \$48,910 |
| Decatur, GA       | 2                 | \$51,000 | \$51,000 | \$51,000 |
| Sandy Springs, GA | 2                 | \$39,520 | \$39,520 | \$39,520 |

### Experience

#### Years of Experience



#### Median Pay



#### Education

#### Median Pay

## Favorable Location Details

### Location Details

Using our scoring formula, these cities within your radius search are listed from easier to recruit to harder to recruit talent. See where your searched city compares to the favorable locations nearby. Consider sourcing candidates or posting your jobs in a city that is higher on the list.



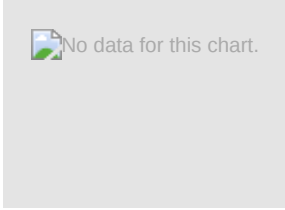
| Hiring Indicator Score | City<br>(6 Mile Radius) | Supply | Demand | Compensation<br>(25th - 75th percentiles) |
|------------------------|-------------------------|--------|--------|-------------------------------------------|
| 90                     | Decatur, GA             | 204    | 742    | \$49,410 - \$78,000                       |
| 89                     | Dunwoody, GA            | 16     | 43     | Low Data                                  |

Attachment: full\_report\_hr\_coordinator\_jonesboro\_ga (3541 : ADP Proposal for HR and Payroll Services)

## Trends

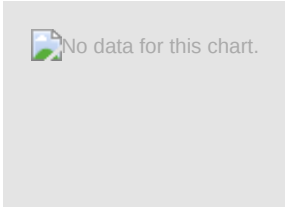
### Supply & Demand Trends Comparison

Sorry, no data available.

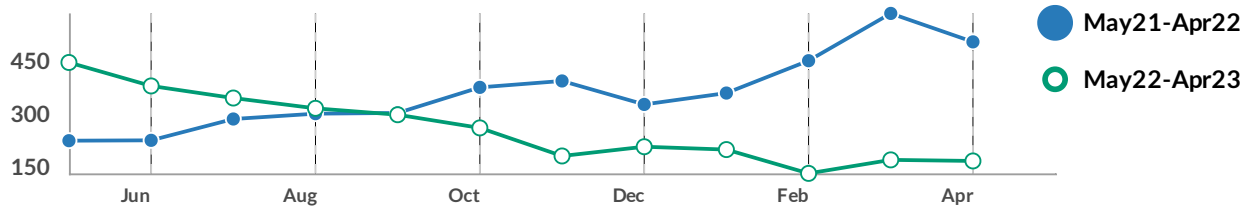


### Active Candidates Year Over Year Trend

Sorry, no data available.

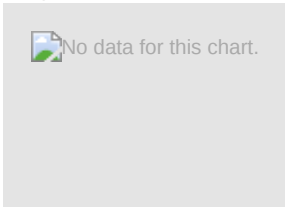


### Job Postings Year Over Year Trend

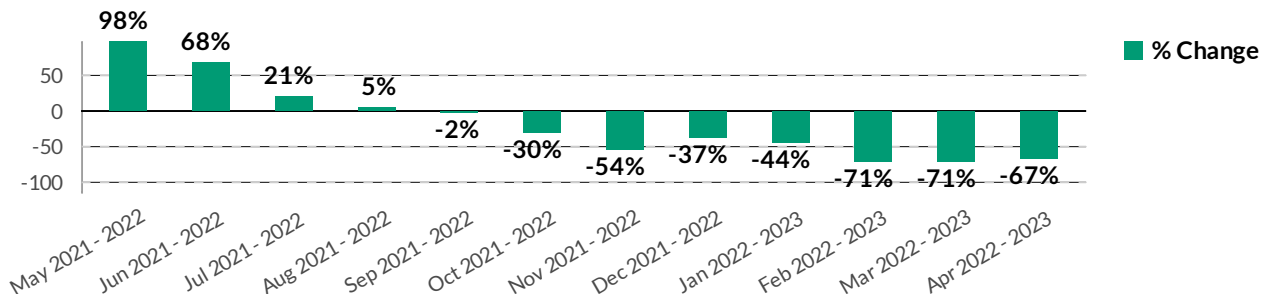


### Active Candidates Change Year Over Year

Sorry, no data available.



### Job Postings Change Year Over Year



## Data Sources

### Candidates

Candidates who have completed one of these actions recently: registered, posted their resume, modified their resume, or applied to a job.

### Job Postings

Job posting data is sourced by a third-party aggregator which pulls job postings from multiple websites including: company career sites, job boards and CareerBuilder.com. Job postings are de-duplicated to reflect the number of unique postings during that timeframe.

### Compensation

Compensation data is pulled from CareerBuilder job seeker profiles and employer job postings.

### Trends

The trends data is a combination of utilizing both the Supply data and the Demand data and showing historical trends of the ups and downs in a graphical way.

### Hiring Indicator

The Hiring Indicator Score is the percentage of all other positions and locations that are more difficult to recruit for in comparison to the particular search. This number is formulated using CareerBuilder and third-party aggregator data.

May 30, 2023

Nina Robinson  
City of Jonesboro  
124 North Ave  
Jonesboro, GA 30236-3278

Dear Nina,

ADP is committed to Service Excellence. This drives our culture and will always be at the heart of our relationship with each and every client. When our clients think about ADP, they do not think of us as simply another vendor. Instead, they think of us as the best business partner their organization could have in navigating an increasingly challenging environment of managing their human capital.

Thank you for the opportunity to provide this proposal to City of Jonesboro. Please contact me if you have any questions or require further information.

Sincerely,

Brittany Hodge  
SDM  
brittany.hodge@adp.com

The information contained in this proposal is confidential and proprietary and should not be shared with individuals outside of your company. ADP, the ADP logo and ADP Workforce Now® are registered trademarks of ADP, Inc. All other marks are the property of their respective owners. © 2022 ADP, Inc. All rights reserved.



Company Information

City of Jonesboro  
124 North Ave  
Jonesboro, GA 30236-3278  
United States

Executive Contact

Nina Robinson

[nrobinson@jonesboroqa.com](mailto:nrobinson@jonesboroqa.com)  
(404) 821-0245

We take great pride in working with each of our clients to provide them with the most comprehensive HCM solutions on the market. Our biggest success comes when we can assist our clients with their journey and evolve our solutions and support as their needs change.

The purpose of this document is to provide a snapshot comparing current ADP annual costs to the proposed annual investment based on our discussions regarding your company ' s needs.

The difference between these two numbers equates to the net annual increase referred to as " Incremental Annual Spend " .

ADP Sales Associate

Brittany Hodge  
SDM  
[brittany.hodge@adp.com](mailto:brittany.hodge@adp.com)  
478-955-4937

**Current** ADP  
Annual Costs

\$16,700.00

**Proposed** New  
ADP Annual  
Investment

\$44,425.25

**Incremental**  
Annual Spend

\$27,725.25

**Legal disclaimer:** The details provided on this page are for comparison purposes only. Current recurring annual spend for ancillary ADP products & services not being replaced will remain as is. This comparison is not intended to compare spend tied to any non-ADP 3rd party products or services. Actual incremental spend is subject to change based on variety of factors, including but not limited to payroll frequency, employee size, etc.

By executing the sales order and subsequent terms, client is agreeing to pay new rates as detailed on the sales order for new services once installed/implemented. At which time, old fees, for items replaced will no longer be charged by ADP.

Attachment: City of Jonesboro NF (3541 : ADP Proposal for HR and Payroll Services)

Company Information

City of Jonesboro  
124 North Ave  
Jonesboro, GA 30236-3278  
United States

Executive Contact

Nina Robinson  
[nrobinson@jonesboroqa.com](mailto:nrobinson@jonesboroqa.com)  
(404) 821-0245



55

Total  
Employees



\$1,700.00

Implementation  
Costs



\$44,425.25

Total Annual  
Investment

Expiration  
6/8/2023

ADP Sales Associate

Brittany Hodge  
SDM  
[brittany.hodge@adp.com](mailto:brittany.hodge@adp.com)  
478-955-4937

\*\* The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or service agreement governing the services contemplated therein.

Attachment: City of Jonesboro NF (3541 : ADP Proposal for HR and Payroll Services)

## Company Information

City of Jonesboro  
124 North Ave  
Jonesboro, GA 30236-3278  
United States

## Executive Contact

Nina Robinson

[nrobinson@jonesboroqa.com](mailto:nrobinson@jonesboroqa.com)  
(404) 821-0245

## Recurring Fees and Considerations

Number of Employees: 55 on City of Jonesboro



## Monthly Processing

|                                              | Count | Min        | Base | Rate      | Monthly    | Annual      |
|----------------------------------------------|-------|------------|------|-----------|------------|-------------|
| ADP Comprehensive Services Bundle            | 55    | \$1,951.25 | -    | See Below | \$3,025.00 | \$36,300.00 |
| ▪ Comprehensive HR                           |       |            |      |           |            |             |
| ADP Comprehensive Services Ancillary Modules | 55    | -          | -    | \$6.30    | \$346.50   | \$4,158.00  |
| ▪ Benefits Invoice Discrepancy Reporting     |       |            |      |           |            |             |
| ▪ Talent Bundle                              |       |            |      |           |            |             |
| ▪ Recruiting Embedded Intelligence           |       |            |      |           |            |             |
| Non-Paid Employees                           | 1     | -          | -    | \$7.25    | \$7.25     | \$87.00     |
| Workforce Now Time and Attendance            | 55    | \$185.50   | -    | \$5.30    | \$291.50   | \$3,498.00  |
| ▪ Essential Time                             |       |            |      |           |            |             |
| Employment and Income Verification           | 55    | -          | -    | -         | \$0.00     | \$0.00      |
| ▪ Employment Verification                    |       |            |      |           |            |             |
| ADP Comprehensive Services Bundle            |       | 1 - 50     |      |           | \$55.75    |             |
|                                              |       | 51 - 150   |      |           | \$47.50    |             |
|                                              |       | 151 - 250  |      |           | \$39.50    |             |
|                                              |       | 251 - 500  |      |           | \$31.25    |             |
|                                              |       | 501 - 1000 |      |           | \$25.25    |             |



## Annual Processing

|                              | Count | Min | Base | Rate   | Annual   |
|------------------------------|-------|-----|------|--------|----------|
| Year End Forms, W2s or 1099s | 55    | -   | -    | \$6.95 | \$382.25 |



## Total Annual Investment

## Total Annual

Workforce Now Services

**\$44,425.25**



## Other Considerations

Implementation

Setup

▪ Implementation for Workforce Now Time and Attendance

\$1,700.00

Health & Welfare Benefit Carrier Feed Setup included at no charge: 3



## Total Other Considerations

## Total Setup

Implementation and Setup

**\$1,700.00**

Attachment: City of Jonesboro NF (3541 : ADP Proposal for HR and Payroll Services)

Important Project & Billing Information

Billing for Essential Time will begin on the date Essential Time is available for use by the CLIENT in a production environment. The billing count is based on all non-terminated employees in the Time Module. This count includes practitioners and supervisors.

Billing for Comprehensive Services shall begin the monthly billing cycle following the initial kickoff call. The billing counts are based on all "All Non-Archived" employees excluding terms. Any lives classified as Non-Paid will be billed a separate lower rate. 1099 Contractors paid through a specific 1099 Contractor company code will also be billed via a separate rate.

SUI Management Annual Volume: Processing of claim cases equal to 10% of Client's employee count within a 12-month period is included for no additional fee. Processing of additional claim cases will be billed at a rate of \$35 per claim case. Optional services: Appeals filing and Hearing Representation are subject to additional fees to be approved by client in advance.

Promotion Terms

Promotion will be applied to the first month of fees for Comprehensive Services (also referred to as the Promotional Period). Any Time and Attendance Software and Hardware Costs (if applicable) are excluded from the free month promotion. Actual promotional value may vary based on a number of reasons, including but not limited to: start date and actual number of employees paid during the promotional month.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send all invoices to  
Expiration Date: 6/8/2023

|                                  |             |                       |            |
|----------------------------------|-------------|-----------------------|------------|
| Summary                          |             |                       |            |
| Estimated Annual Net Investment: | \$44,425.25 | Total Implementation: | \$1,700.00 |

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.

Attachment: City of Jonesboro NF (3541 : ADP Proposal for HR and Payroll Services)

## Workforce Now Included Services

### Comprehensive HR

- Enhanced Payroll
- Enhanced HR with Onboarding & EI-9
- Enhanced Benefits with Essential ACA
- Decision Support
- Strategic Partner
- Designated WFN Technology Specialists
- Designated HR Specialist
- Designated Open Enrollment Specialist
- Tax Registration Services
- Wage and Hour Compliance on Demand
- Talent Strategy Support
- Risk & Safety Support
- MyLife Advisors (EE & Mgr Service Center)
- ACA Center of Excellence
- ADP DataCloud: Analytics
- Document Cloud
- Voice of Employee
- Online Learning Library
- Compensation Analysis
- Wellness & Employee Assistance Program
- Employee Discount Program
- COBRA Administration
- Job Descriptions
- Labor Law Posters
- Customized Employee Handbook
- 5 Standard Management Reports

### Benefits Invoice Discrepancy Reporting

- ADP will compare benefit enrollments from WFN to benefit enrollments on carrier invoices. ADP will identify discrepancies in coverage and/or premiums, and provide a report outlining the identified discrepancies.

### Talent Bundle

- Recruitment and Talent Acquisition
- Performance and Goal Management
- Recruiting Embedded Intelligence
- Industry and Geographic Compensation Benchmarks
- Compensation Management
- Talent Center of Excellence
- ZipRecruiter Job Slots
- Succession Planning

### Essential Time

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content
- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

### Employment Verification

- Commercial Employment and Income Verifications
- Client access to Electronic Reports and Tools

Thank you for your consideration



# GLOBAL MASTE SERVICES AGREEMENT

Effective Date: \_\_\_\_\_, 20\_\_

As between:

**ADP, INC.**  
(Referred to in this agreement as “ADP”)  
One ADP Boulevard  
Roseland, NJ 07068

-and-

**City of Jonesboro**  
(Referred to in this agreement as “Client”)  
124 North Avenue  
Jonesboro, GA 30236-3100

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement and the applicable Sales Order (as defined herein):

- ADP Payroll Services – delivered via ADP Workforce Now
- ADP Comprehensive Services:
  - Human Resource Administration Services – delivered via ADP Workforce Now
- ADP Compliance on Demand
- ADP DataCloud
- ADP Document Cloud
- ADP Marketplace
- ADP Time & Attendance Services
- Benefit Services – delivered via ADP Workforce Now
- Comprehensive Learning Library (myLearning@ADP)
- Employment Verification Services
- ESS & MSS Technology
- Essential ACA Services
- Participant Solution Center Support
- Talent Acquisition Solutions – delivered via ADP Workforce Now
- Talent Management Solutions – delivered via ADP Workforce Now

Attachment: City of Jonesboro NF (3541 : ADP Proposal for HR and Payroll Services)

## Appendices

Appendix: ADP Comprehensive Services - Service Definition

Appendix: Data Privacy

DRAFT

# Global Master Terms and Conditions

## 1 Definitions

- 1.1 ADP HCM Services.** Only those Services, as defined below, that have been purchased by Client (as listed on the cover page, a S Order or otherwise) will be applicable.
- 1.1.1 ADP Compliance on Demand.** A workforce management solution that provides clients with access to information and practice guidance. ADP Compliance on Demand may include access to (1) a self-service library of human resou compliance information, (2) an online community to collaborate with other clients, (3) Tier 1 human resources professic available to support and assist clients with their workforce management administration requirements, and (4) Ti compliance experts who are available for up to a total of four (4) contacts per year.
- 1.1.2 ADP Comprehensive Services.** ADP's business process outsourcing services delivered via ADP Workforce technology that covers the spectrum of human capital management services, including payroll, human resources, time attendance, recruitment, talent, learning, benefits, among other services, as further described in the Service Definitions.
- 1.1.3 ADP Data Cloud.** Provide tools to analyze and understand data.
- 1.1.3.1 Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metric
- 1.1.4 ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cl based technology.
- 1.1.5 ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Pro access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).
- 1.1.6 ADP Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations generating and/or transmitting of payment instructions, and also including:
- 1.1.6.1 ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, fi and reconciliations on behalf of employers.
- 1.1.6.2 ADP Wage Garnishment Payment Services.** Garnishment payment processing and disbursemen payments to appropriate Payees as directed by Client.
- 1.1.6.3 ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensatic work-related expenses in the employment context to employees and independent contractors via direct dep check or payroll debit cards, in each case only to the extent applicable.
- 1.1.6.4 Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year statements, as well as online posting of pay statements and/or year-end statements.
- 1.1.6.5 State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insur address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates related information to ADP and Client receives a quarterly summary of all claims.
- 1.1.7 ADP Time & Attendance Services.** Support of time-related services, including time data collection, employee schedu timecard reviews and approvals, and consistent application of time-related policies.
- 1.1.8 ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.1.9 Benefit Services.** Technology to facilitate the administration of employee benefits, including applying eligibility n facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as provi data to carriers through ADP carrier connection services.
- 1.1.10 COBRA Services.** Administration of federal COBRA continuation coverage, including required notification and billing.
- 1.1.11 Employment Verification Services.** Management of employment and income verification requests.
- 1.1.12 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all C Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.
- 1.1.13 Essential ACA Services.** A technology and software solution to assist Client in managing compliance needs related to Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic of Forms 1094-C and 1095-C, access to evidence of benefit offering information and benefit offering audit reports.
- 1.1.14 Human Resources Administration Services.** Administration of human resource functions using a unified syste process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, automate notification and approval processes via self-service/direct access, as further described in the Service Definiti and also including:
- 1.1.14.1 WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 related employment eligibility verification processes.

- 1.1.14.2 **HR Consultant.** Access to HR consultant to provide guidance, HR best practices, and support for maximizing the use of HR and Talent Management Services technology
- 1.1.14.3 **Knowledge and Document Library.** Online library of HR best practices, template letters, procedural checklists and legislative considerations, including job descriptions, employee and administrator onboarding welcome kits, employee handbooks, interview and hiring best practices, among other templates and forms.
- 1.1.14.4 **Comprehensive Learning Library (myLearning@ADP).** Online access to ADP self-paced, web-based training library content and some live instructor-led webinars. Library will consist of courses covering topics such as compliance, broad workplace safety, workplace culture, and leadership/performance and will be available to employees, managers, practitioners and administrators.
- 1.1.14.5 **EAP.** Access to employee assistance programs.
- 1.1.14.6 **Employee Perks.** Access to employee discount programs.
- 1.1.15 **Participant Service Center.** Management of inquiries related to services through ADP service center locations as part of a comprehensive offering.
- 1.1.16 **Talent Acquisition Solutions.** Talent acquisition solutions made up of the following:
  - 1.1.16.1 **ADP Recruiting Management Services.** Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.
- 1.1.17 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
  - 1.1.17.1 **ADP Compensation Management.** Solutions and tools to administer the compensation planning process.
  - 1.1.17.2 **ADP Performance Management.** Solutions and tools to facilitate the performance management process including goal alignment and employee engagement.
  - 1.1.17.3 **Succession Planning.** Solutions and tools to facilitate talent assessments and establish action plans for critical roles.

## 1.2 General

- 1.2.1 **"ADP"** has the meaning set forth on the cover page.
- 1.2.2 **"ADP Application Programs"** means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.2.3 **"ADPCheck"** means checks printed and distributed by ADP to Payees pursuant to Client's direction.
- 1.2.4 **"ADPCheck Services"** refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.
- 1.2.5 **"ADP Direct Deposit Services"** means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of the Payee's selection.
- 1.2.6 **"Affiliate"** means, with respect to any entity, any other entity that controls, is controlled by or under control with such entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client's Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.
- 1.2.7 **"Agreement"** means this Global Master Services Agreement, consisting of the signature pages, the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.
- 1.2.8 **"Amendment"** means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.
- 1.2.9 **"API"** means application programming interface.
- 1.2.10 **"Approved Country"** means each country in which, subject to the terms of this Agreement, Client is authorized to use and receive the Services. The following is the list of Approved Countries for the Services: United States.
- 1.2.11 **"Biometric Data"** includes the information collected by timeclocks and software that use finger and/or hand scan technology which potentially may include Biometric Identifiers and Biometric Information.
- 1.2.12 **"Biometric Identifier"** means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
- 1.2.13 **"Biometric Information"** means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.

- 1.2.14 “Biometric Services”** means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
- 1.2.15 “Biometric User”** means Client’s employees or independent contractors who use Biometric Services to record attendance, hours worked or other work-related data.
- 1.2.16 “Business Day”** means any day, except a Saturday, Sunday or a day on which ADP’s bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.2.17 “Cardholder”** means the Payees of Client who receive a Pay Card.
- 1.2.18 “Client”** has the meaning set forth on the cover page.
- 1.2.19 “Client ACA Liaison”** means the Client’s designated person who shall serve as ADP’s principal contact for Essential Services.
- 1.2.20 “Client Content”** means all information and materials provided by Client, its agents or employees, regardless of form.
- 1.2.21 “Client Group”** means Client and Client’s Affiliates listed in the Sales Order who are authorized to receive the Services.
- 1.2.22 “Client Infringement Event”** means (i) any change or enhancement in, or use of, the Services by Client or a third party on Client’s behalf other than at the direction of, or as approved by, ADP or (ii) Client’s failure to use the most current released version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).
- 1.2.23 “Client-Uploaded Material”** any content uploaded, used, copied, installed or enabled on myLearning@ADP.
- 1.2.24 “Confidential Information”** means all trade secrets, processes, proprietary data and documentation and any pricing or product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.
- 1.2.25 “Data Security Breach”** means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.
- 1.2.26 “DHS”** means the U.S. Department of Homeland Security.
- 1.2.27 “Documentation”** means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.2.28 “Early Termination Fee”** has the meaning set forth in Section 12.4.
- 1.2.29 “Effective Date”** has the meaning set forth on the cover page.
- 1.2.30 “ERISA”** means Employee Retirement Income Security Act of 1974, as amended.
- 1.2.31 “E-Verify”** means the DHS’s employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.
- 1.2.32 “Form I-9”** means the employment eligibility verification form issued by the DHS.
- 1.2.33 “FCRA”** means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.
- 1.2.34 “Global Master Terms and Conditions”** means the terms and conditions contained in the main body of this document following the signature pages.
- 1.2.35 “Go-Live Date”** means the date of commencement of the first live processing of any given Service.
- 1.2.36 “I-9 Handbook”** means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).
- 1.2.37 “Implementation Services”** means the Services to be performed in order to commence ongoing Services.
- 1.2.38 “Improvements”** has the meaning set forth in Section 5.4.
- 1.2.39 “Indemnitee”** has the meaning set forth in Section 6.3.
- 1.2.40 “Indemnitor”** has the meaning set forth in Section 6.3.

- 1.2.41 "Initial Term"** means the period beginning as of the Effective Date and ending one (1) year after the date of Client's first monthly invoice for Services.
- 1.2.42 "Intellectual Property Rights"** means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.2.43 "Internal Business Purposes"** means the usage of the Services, including the ADP Application Programs, exclusively for the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.
- 1.2.44 "NACHA"** means the National Automated Clearing House Association.
- 1.2.45 "Notice to Furnishers"** means with respect to Employment Verification Services, the notice provided to a furnisher of information pursuant to the Obligations of Furnishers of Information provided at the following URL: <http://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>.
- 1.2.46 "Payee"** means any intended recipient of payments under the Payment Services and may include Client's employees, contractors, authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- 1.2.47 "Payment Services"** means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- 1.2.48 "Permitted Payment"** means the legal payment of wages, commissions, consulting fees or similar compensation or other related expenses in the employment context.
- 1.2.49 "Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- 1.2.50 "Plan"** means Client's plan, including a group health plan, as identified by Client for the applicable Services.
- 1.2.51 "Plan Administrator"** means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414 of the Internal Revenue Code of 1986, as amended.
- 1.2.52 "Renewal Term"** means each additional one (1) year period after the Initial Term.
- 1.2.53 "Sales Order(s)"** means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.2.54 "Services"** means the services listed on the cover page of this Agreement (including Implementation Services related thereto), as may be further described in the Services Definitions, and such other services as the parties may agree to be performed from time to time.
- 1.2.55 "SOC 1 Reports"** has the meaning set forth in Section 9.1.
- 1.2.56 "Term"** means the Initial Term together with each Renewal Term, if any.
- 1.2.57 "Termination Event"** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer appointed for a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- 1.2.58 "Time & Attendance Hardware"** means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services. Hardware may be purchased or provided on a subscription basis.
- 1.2.59 "Unauthorized Third Party"** means any commercial third party or business that seeks to access or access the ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.
- 1.2.60 "USCIS"** means U.S. Citizenship and Immigration Services.
- 1.2.61 "User"** means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.
- 1.2.62 "Verification Agent"** means ADP and its subcontractors, as authorized by the Client, to perform Employment Verification Services.
- 1.2.63 "Verification Data"** means employment and income information disclosed on the Client's behalf in connection with Employment Verification Services.
- 1.2.64 "Verifiers"** means commercial, private, non-profit and government entities and their agents that wish to obtain or verify Client's employees or former employees Verification Data in connection with Employment Verification Services.

## 2 Provision and Use of Services

- 2.1 Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of Agreement. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.
- 2.3 Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the Approved Country only and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the Approved Country. ADP makes no representation or warranty that access and use of the Services from outside the Approved Country by Client employee managers and/or other Users who are not physically located in the Approved Country comport with any local laws, regulations, or directives in any other country. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.
- 2.4 Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 Records.** Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.
- 2.6 Third Party Services Available through or Integrated with the Services.** At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

## 3 Compliance

- 3.1 Applicable Laws.** Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.
- 3.2 Design of the Services.** ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3 Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C with physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4 Data Protection Laws.** During the Term of the Agreement (i) Personal Data transferred by Client or at Client's direction to ADP has been collected by Client in accordance with applicable privacy laws; and (ii) Client has the authority to provide such Personal Data to ADP under applicable privacy laws. ADP may not retain, sell (as defined by applicable privacy laws), use or disclose the Personal Data for any purpose other than as needed to perform the Services, as permitted by the Agreement, or as required by law.

## 4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need-to-know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified. Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

## 5 Intellectual Property

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the Sales Order. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use such information for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

## 6 Indemnities

- 6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP, and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.
- 6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.

- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the “**Indemnitee**”) shall promptly notify the indemnifying party (the “**Indemnitor**”) of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto for the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent that the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

## 7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the “**Ordinary Cap**”).
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Information Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the “**Extraordinary Cap**”). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to twelve (12) times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.
- 7.3 Matters not Subject to the Cap.** The foregoing limits on liability shall not apply to the following:
- 7.3.1** Client's funding obligations in connection with the Payment Services;
  - 7.3.2** Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
  - 7.3.3** In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable tax authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;
  - 7.3.4** Either party's gross negligence, or willful, criminal or fraudulent misconduct;
  - 7.3.5** The infringement indemnity set forth in Section 6.1 and 6.2;
  - 7.3.6** Client's biometrics indemnity set forth in Section 14;
  - 7.3.7** Client's obligations to pay the fees for Services; and
  - 7.3.8** ADP's obligations to provide credit monitoring as set forth in Section 10.2.
- 7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.
- 7.5 No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTED AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from (i) ADP's or Client's gross negligence or willful, criminal or fraudulent misconduct, (ii) Client or Client's Users sharing or allowing access to a User ID, password, User ID, or other form of user authentication, or (iii) ADP's or Client's breach or breaches of Section 4.1 or Section 9.4 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

## 8 Warranties and Disclaimer

- 8.1 Warranties.** Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS, AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED “AS IS” AND ADP AND ITS LICENSORS, SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

### 8.3 ADP COMPREHENSIVE SERVICES DISCLAIMERS. THE PARTIES ACKNOWLEDGE AND AGREE THAT:

- 8.3.1** THE ADP COMPREHENSIVE SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY AND INFORMATION, MATERIALS, FORMS, AND PARTICIPANT SERVICE CENTER ACCESS, ARE PRESENTED IN GOOD FAITH, ARE GENERAL AND EDUCATIONAL IN NATURE AND ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY CLIENT AS EITHER LEGAL, FINANCIAL, INSURANCE OR TAX ADVICE. FURTHERMORE, INFORMATION CONTAINED IN THE COMPREHENSIVE SERVICES MAY NOT BE APPLICABLE TO OR SUITABLE FOR EVERY SPECIFIC FACT SCENARIO OR CIRCUMSTANCE OR NEED AND MAY REQUIRE CONSIDERATION OF OTHER MATTERS AND LEGAL SUPPORT. CLIENT ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR SEEKING ADVICE, AS IT DEEMS NECESSARY, FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING OR OTHER PROFESSIONALS IN ALL JURISDICTIONS WHERE CLIENT OPERATES AND HAS EMPLOYEES.
- 8.3.2** THERE MAY BE CONFLICTING CURRENT PRACTICES, POLICIES OR CONTRACTS (WRITTEN OR UNWRITTEN) THAT MUST BE ADDRESSED BY CLIENT PRIOR TO THE ADOPTION AND IMPLEMENTATION OF ANY MATERIAL AND/OR CONTENT(S) UNDER THE COMPREHENSIVE SERVICES. WHERE CERTAIN MATERIAL(S) AND CONTENT(S) ARE BEING ADOPTED AND IMPLEMENTED BY THE CLIENT FOR ITS EXISTING WORKFORCE, IT MAY CONSTITUTE A CHANGE IN THE EMPLOYMENT TERMS OR CONTRACTUAL RELATIONSHIP, AND MAY REQUIRE THE PROVISION OF NOTICE OR CONSIDERATION.
- 8.3.3** IN NO EVENT SHALL ADP BE LIABLE TO CLIENT FOR ANY CLAIM(S) RELATING IN ANY WAY TO CLIENT'S INABILITY OR FAILURE TO PERFORM LEGAL, TAX OR OTHER RESEARCH OR RELATED WORK PROPERLY OR COMPLETELY EVEN IF ASSISTED BY ADP, OR ANY DECISION MADE OR ACTION TAKEN BY CLIENT IN RELIANCE UPON ANY CONTENT(S) AND/OR MATERIAL(S) PROVIDED AS PART OF THE COMPREHENSIVE SERVICES. THE CONTENT(S) AND/OR MATERIAL(S) WERE NOT NECESSARILY PREPARED BY A PERSON LICENSED TO PRACTICE LAW IN THAT PARTICULAR JURISDICTION.

## 9 Security and Controls

- 9.1 Service Organization Control Reports.** Following completion of implementation of any applicable Services, ADP will, at Client request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports" or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- 9.2 Business Continuity; Disaster Recovery.** ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- 9.3 Data Security.** ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.
- 9.4 Unauthorized Third Party Access.** Client and its Users are responsible for maintaining the security and confidentiality of password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

## 10 Data Security Breach

- 10.1 Notification.** If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate action to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP shall share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.
- 10.2 Other ADP Obligations.** In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of the Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

## 11 Payment Terms

- 11.1 Fees and Fee Adjustments.** Client will pay to ADP the fees and other charges for the Services at the rates set forth in the Sales Order for the Initial Term. Total fees charged, including within the Initial Term, may change commensurate with the number of Client employees being serviced. ADP may increase prices for Services at any time after the Initial Term upon at least thirty (30) days written notice to Client. The fees presented on any Sales Order are calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.

- 11.2 Additional Services and Charges.** Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and those services will be considered to be "Services" for the purposes of this Agreement. Additional charges may be assessed on Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client when billing begins for the Services in accordance with Section 11.4.
- 11.4 Invoicing.** Client will be invoiced for fees on a monthly billing cycle. If Client is purchasing Comprehensive HR alone or with other of the ADP Comprehensive Services, billing shall begin starting the monthly billing cycle following the initial kickoff call with Client's applicable ADP Relationship Manager (the "Kick-off Call"). If Client is purchasing Comprehensive Benefits and/or Comprehensive Payroll (without Comprehensive HR), billing shall begin upon the earlier of (a) the date the Client is first able to use the services in a live production environment or (b) ninety (90) days from the Kick-off Call. Notwithstanding the foregoing, if the Client is an existing ADP Workforce Now client migrating from Major Accounts Services to Comprehensive Services and has purchased Comprehensive Payroll Services and/or Comprehensive Benefit Services, then the Client shall be invoiced for such Comprehensive Services commencing one month from the date the Client is implemented on the Comprehensive Services platform. With the exception of the addition of any of the Comprehensive Services, in the event after the Effective Date the Client adds additional Services pursuant to an Amendment, unless otherwise specified in such Amendment or Sales Order, billing shall commence on the date the Client is first able to use such added Services in a live production environment. ADP will notify Client of all applicable Service fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. Amounts not paid when due are subject to a late payment charge of one and one-half percent (1.5%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping Travel and out-of-pocket expenses.** ADP will invoice Client for postage charges, delivery charges, other party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be directly debited from Client's designated account no later than one (1) Business Day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) by 10:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date (in the case of the ADP Employer Tax Services) and (b) by 6:00 a.m. Pacific time two (2) Business Days prior to the associated payroll check date for all other Payment Services. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "Change Control Item"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

## 12 Term; Termination; Suspension

- 12.1 Term.** This Agreement is effective for the Initial Term and will automatically renew at the end of any Term for additional Renewal Terms unless terminated by either party upon written notice given at least ninety (90) days prior to the end of such Term.
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.

**12.3 Suspension.** Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any Payee, which has not been paid or reimbursed by Client. If the Payment Services remain suspended for 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.

**12.4 Early Termination Fee.** In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination, if Client terminates Services or the Agreement in whole or in part for convenience or ADP terminates the Agreement pursuant to Section 12.2 or 12.3 above, Client will reimburse ADP for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as a percentage of the estimated aggregate ongoing fees for Services (the "**Early Termination Fee**"). During the Initial Term, the Early Termination Fee shall be equal to A multiplied by B where A equals the number of months remaining in the Initial Term, as of the effective date of termination, and B equals the average monthly fee for the terminated Services. During any Renewal Term, the Early Termination Fee shall be equal to fifty percent (50%) of A multiplied by B. If monthly fees for Services have not been payable at the time of termination, B above shall be equal to the estimated monthly fees that would have been payable under the Agreement. In the case of a partial termination, ADP may adjust the fees for the remaining Services accordingly. Client shall also pay the Early Termination Fee in the event of any reduction in Client's volume or usage of Services by more than fifty percent (50%).

## **12.5 Additional Termination Provisions.**

**12.5.1 Additional Termination Provisions for ADP Employment Tax Services.** If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Dependents (SODs) prior to the expiration of such access.

**12.5.2 Additional Termination Provisions for Employment Verification Services.** ADP may, in its sole discretion, terminate Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

**12.5.3 Additional Termination Provisions for ADP Time & Attendance Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

**12.5.4 Additional Termination Provisions for ADP Comprehensive Services.** ADP may terminate, by further written notice to Client, if Client fails to render reasonable cooperation needed in connection with the implementation services such that ADP is unable to complete the Implementation Services and commence Services. ADP may also suspend and/or terminate Services immediately without prior notice in the event Client, its employee(s) or any other third party uses or accesses ADP's Services in a manner that exposes ADP to civil or criminal liability.

**12.5.5 Additional Termination Provisions for Essential ACA Services.** If ADP reasonably determines that it can no longer provide all or any portion of Essential ACA Services due to changes in applicable law or application of existing law, ADP may, in its sole discretion and upon notice to Client, immediately terminate the applicable portion of Essential ACA Services.

**12.5.6 Additional Suspension for ADP Compliance on Demand.** ADP may, in its sole discretion, immediately suspend access to ADP Compliance on Demand without prior notice to Client in the event Client posts or otherwise distributes any content online that is (i) inappropriate or otherwise objectionable, (ii) potentially violates the privacy or publicity right of a third party, or (iii) advertises any other site or business. In the event Client continues to post or distribute such content after access to ADP Compliance on Demand is restored, ADP shall have the right to terminate ADP Compliance on Demand.

## **13 Post Termination**

**13.1 Scope.** At any time prior to the actual termination date, Client may download Client's information or reports available to Client in conjunction with all of the Services provided to Client by ADP. Upon expiration or termination of the Services, subject to Section 13.2, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate. In connection with any data extraction, ADP will not be required to provide any third party with access to ADP's systems, intellectual property or any Confidential Information of ADP.

**13.2 Past Due Amounts.** If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 shall be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any services.

## **14 Additional Terms**

**14.1 ADP Employment Tax Services.** The following additional terms and conditions apply to the ADP Employment Tax Services:

**14.1.1 Important Tax Information (IRS Disclosure) for U.S. Only.** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that an enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

**14.2 ADP Recruiting Management Services.** The following additional terms and conditions apply to the ADP Recruiting Management Services:

**14.2.1 Hiring Practices.** Client shall be exclusively responsible for all hiring practices, including, but not limited to, compliance with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.

**14.2.2 Vendors.** Client shall be exclusively responsible for all access and use of the ADP Recruiting Management Services by its vendors and such vendors' compliance with the terms of this Agreement.

**14.2.3 Additional Third-Party Terms.** During the Term of this Agreement, the Client's use and access to the ADP Recruiting Management Services may be subject to additional terms of services which shall be included within the ADP Recruiting Management Services. Prior to enabling the ADP Recruiting Management Services, Client shall ensure that its Users of ADP Recruiting Management Services click through and accept such additional terms of service.

**14.3 Benefit Services.** The following additional terms and conditions apply to the Benefit Services:

**14.3.1 Benefits Liaison.** Client shall designate in writing to ADP one or more contacts for the Benefit Services to serve as the Client Benefits Liaison, and such Client Benefits Liaison shall have the authority to (i) provide informal instructions and direction on behalf of the Client, each Plan Administrator and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services.

**14.3.2 Compliance of Benefit Plans.** Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Plans with such laws.

**14.3.3 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF THE SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA") AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. FURTHER, ADP DOES NOT PROVIDE CLAIMS PROCESSING OR ANY OTHER COVERED FUNCTION WHICH WOULD CAUSE ADP TO BE CONSIDERED A BUSINESS ASSOCIATE AS DEFINED AT 45 CFR §160.103. ENROLLMENT INFORMATION AND RELATED DATA COLLECTED BY ADP IS ON BEHALF OF CLIENT AND IS NOT ANY EMPLOYER-SPONSORED BENEFIT PLAN. ALL OTHER INFORMATION COLLECTED BY ADP IN PROVIDING BENEFITS SERVICES IS CONSIDERED EMPLOYMENT RECORDS AND EXPLICITLY EXCLUDED FROM THE DEFINITION OF PROTECTED HEALTH INFORMATION AS STATED AT 45 CFR §164.501, AND IS PROTECTED BY HIPAA'S PRIVACY RULE. SEE ALSO 65 FED. REG. 82461, 53181. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL REGARDING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF ANY PLAN(S).

**14.3.4 Carrier Connections.** ADP will, at Client's request, and for an additional charge as set forth on the Sales Order, provide Client with the following Carrier Connections services:

**14.3.4.1** ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's designated carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to designated carriers.

**14.3.4.2** ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will be obligated to transmit Client's data to designated carriers if at any time Client's designated carrier provides the proper interface as described above. Client is responsible for promptly reviewing records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

**14.3.5 Additional Third-Party Terms.** During the Term of this Agreement, the Client's use of, and access to, the Benefit Services may be subject to additional terms of service which shall be included within the Benefit Services. Prior to enabling such Services, Client shall ensure that its Users of Benefit Services click through and accept such additional terms of service.

**14.4 COBRA Services.** The following terms relating to COBRA services will apply.

**14.4.1 Operating Guidelines.** ADP's performance of COBRA Services shall be in accordance with the operating guidelines including the COBRA Administration User Guide, as amended from time to time, a copy of which will be provided to Client upon request.

**14.4.2 Use of Name.** Except for references to ADP as a service provider in IRS Form 5500 or a similar filing as required by ERISA, Client shall not use ADP's name without ADP's prior written consent.

**14.4.3 Retention of Administrative Fee and Interest.** Client agrees that ADP shall retain the two percent (2%) administrative fee allowed by COBRA which shall be added to the premium due. ALL AMOUNTS EARNED ON FUNDS REMITTED TO ADP IN CONNECTION WITH THE SERVICES PENDING DISBURSEMENT TO CLIENT OR CLIENT'S DESIGNEE) SHALL BE RETAINED BY ADP AS COMPENSATION. AMOUNTS DISBURSED TO ADP OR HELD BY ADP FOR APPROXIMATELY FIFTEEN (15) DAYS PRIOR TO DISBURSEMENT BY ADP.

**14.4.4 HIPAA.** Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), all enrollment information collected is on behalf of Client and not the health plan. All other information collected for providing COBRA Services is considered employment records and is explicitly excluded from the definition of Protected Health Information as stated at 45 CFR §164.501, and is not subject to the privacy rule found in HIPAA. See also 65 Fed. Reg. 82461, 53181. To the extent any information is deemed to be Protected Health Information by any regulator, COBRA Services otherwise comply with the Privacy Security Rules disclosure exception found at 45 CFR § 164.504(f).

**14.4.5 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF THE SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PERSONAL REPRESENTATIVE OF THE EMPLOYER" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF HIPAA AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT IN SUCH A MANNER. FURTHER, ADP DOES NOT PROVIDE CLAIMS PROCESSING OR ANY OTHER COVERED FUNCTION WHICH WOULD CAUSE ADP TO BE CONSIDERED A BUSINESS ASSOCIATE AS DEFINED AT 45 CFR §160.103. ALL ENROLLMENT INFORMATION AND RELATED DATA COLLECTED BY ADP IS ON BEHALF OF CLIENT AND NOT ANY EMPLOYER-SPONSORED BENEFIT PLAN. ALL OTHER INFORMATION COLLECTED BY ADP IN PROVIDING COBRA SERVICES IS CONSIDERED EMPLOYMENT RECORDS AND EXPLICITLY EXCLUDED FROM THE DEFINITION OF PROTECTED HEALTH INFORMATION AS STATED AT 45 CFR §164.501, AND IS NOT PROTECTED BY HIPAA'S PRIVACY RULE. SEE ALSO 65 FED. REG. 82461, 53181. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL REGARDING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF ANY PLAN(S).

**14.5 WFN EI-9 Services.** The following additional terms and conditions apply to the WFN EI-9 Services.

**14.5.1 Use of Services.** Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:

**14.5.1.1** Review the USCIS Form I-9, which is the employment eligibility verification form issued by the USCIS, including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with applicable policy and procedures set forth therein, and any future new or amended policies and procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.

**14.5.1.2** Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of missing or incomplete Form I-9.

**14.5.1.3** ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned under a covered federal contract. The following is required as it relates to the use of E-Verify through ADP: ADP will apply only to the extent Client is using E-Verify through ADP.

- 14.5.1.3.1** Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
- 14.5.1.3.2** Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
- 14.5.1.3.3** Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on WFN EI-9 Service.
- 14.5.1.3.4** To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements in this Section.
- 14.5.1.3.5** Ensure all of Client's authorized users (i) complete the mandated E-Verify training and any applicable update courses administered by ADP and (ii) pass a knowledge assessment with the required score.
- 14.5.1.3.6** Immediately notify ADP of any updates/changes to its E-Verify employer status (if Client becomes a federal contractor or Client ceases being a federal contractor).

**14.5.2 Form I-9 Retention.** During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storing copies of Forms I-9.

**14.6 Payment Services.** The following additional terms and conditions apply to the Payment Services:

- 14.6.1 Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP deems necessary in connection with the provision of Payment Services.
- 14.6.2 Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearinghouse, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
- 14.6.3 Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
- 14.6.4 Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
- 14.6.5 Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third party to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

**14.7 ADP Wage Payment Services.** The following additional terms and conditions apply to ADP Wage Payment Services:

- 14.7.1 ADP Check; Direct Deposit.** Client agrees not to distribute any ADP Checks to Payees in a manner that would enable Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from each employee or individual authorizing the initiation of credits to such party's account and debits of such account to rectify funds credited to such account in error.

**14.8 ADP Time & Attendance Services.** The following additional terms and conditions apply to the ADP Time & Attendance Services:

- 14.8.1 Time & Attendance Hardware.**

- 14.8.1.1** If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in manufacturer's product documentation and other written instructions provided to Client by ADP.
- 14.8.1.2** Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not returned within 30 days of termination, Client agrees to purchase same at fair market value.
- 14.8.2 Biometric Services.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all potentially applicable laws and regulations in accordance with this section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use ADP Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:
- 14.8.2.1 Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such Services, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and requirements of potentially applicable law, Client will comply with potentially applicable law):
- 14.8.2.1.1 Client Biometric Information Policy.** Client will implement, distribute and maintain a written policy available to the public, a written policy establishing Client's policy with respect to the collection, use, and retention of Biometric Data. Such policy will include:
- 14.8.2.1.1.1** a retention schedule and guidelines for permanently destroying Biometric Data;
  - 14.8.2.1.1.2** a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied within 3 years of the individual's last interaction with Client, which occurs first; and
  - 14.8.2.1.1.3** any additional requirements as required by potentially applicable law.
- 14.8.2.1.2 Biometric User Notice and Consent.** Client will provide notice to and procure the appropriate consents or releases from Biometric Users in the manner and to the extent the same are required by potentially applicable law, including:
- 14.8.2.1.2.1** notifying Biometric Users in writing that Client, its vendors, and/or licensors of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, that Client is providing such Biometric Data to its vendors and licensors of Client's time and attendance software; such notice shall specify the purpose and length of time for which Biometric Users' Biometric Data is being collected, stored, and used;
  - 14.8.2.1.2.2** obtaining a written release or consent from Biometric Users (or legally authorized representative) authorizing Client, its vendors, and licensors of Client's time and attendance software to collect, store, use, and disclose the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensors of Client's time and attendance software;
  - 14.8.2.1.2.3** if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to Client that such consents or releases have been obtained.
- 14.8.2.1.3 Retention and Purging of Biometric Data.** Client will work with ADP to ensure Biometric Data is retained and purged in accordance with potentially applicable law to the extent necessary for the purging or deletion of such Biometric Data. Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.

**14.8.2.1.4 Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection and disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic marker, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.

**14.8.2.2 Biometrics Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims (including claims made by or on behalf of Biometric Users) and will indemnify and hold ADP harmless from resulting damage awards or settlement amounts in any cause of action to the extent that the cause of action is based on any performance or breach of Client's obligations in connection with Biometric Services, including any failure by Client to obtain consent from Biometric Users in connection with the use of the Biometric Services.

**14.8.2.3 Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.

**14.9 Tax Registration Services.** ADP shall provide tax registration services as further described in this Section and the Service Definitions (the "**Tax Registration Services**") in accordance with and subject to the terms of this Agreement. The Tax Registration Services provided hereunder relate solely to ADP obtaining jurisdiction account numbers for employment tax as requested by Client. There shall be no additional fees for Tax Registration Services. In receiving the Tax Registration Services hereunder, Client acknowledges the following:

**14.9.1** Client understands that ADP will not perform Tax Registration Services in connection with the following events: (i) merger and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; (iv) closing of accounts with a state taxing agency.

**14.9.2** As a third-party service provider, ADP's Services hereunder are consultative in nature. ADP is not representing Client in dealings before any tax agencies. ADP's provision of the Tax Registration Services should not be construed as legal, tax or accounting advice. Client should consult its legal, tax, or accounting advisors for such advice.

**14.9.3** All submissions to the taxing jurisdiction will be (i) reviewed by Client prior to submission, when provided and (ii) signed by Client where necessary or Client will instruct ADP to affix electronically the Client signature provided by Client. By signing the documents or requesting that ADP affix Client's electronic signature, Client is confirming that (i) Client has reviewed the documents and/or data being submitted to the taxing jurisdiction and (ii) the information contained therein is complete and accurate.

**14.9.4** By utilizing the Tax Registration Services, Client authorizes ADP to act on its behalf in obtaining jurisdiction employment tax account numbers including, but not limited to, affixing the electronic signature provided by Client to registration forms and other documentation, submitting forms to tax agencies and directly communicating with such agencies as necessary.

**14.9.5** Client understands that ADP's Services are based solely on the information provided by Client and/or otherwise available for ADP in connection with the Services about Client's business established within a particular jurisdiction and other written correspondence that is in reply to ADP's questions regarding the registration process or otherwise provided by Client. Client authorizes ADP to rely upon such in providing the Tax Registration Services. ADP is not responsible for Tax Registration Services provided hereunder based on any inaccurate information supplied by Client or the failure by Client to provide complete information relating to the registration process.

**14.9.6** Client understands that, for reasons beyond ADP's reasonable control, ADP may not be successful in securing an employment tax account number for Client in any particular jurisdiction.

**14.9.7** ADP is not responsible for any penalties or interest incurred by Client as a result of ADP's failure to timely receive Client's identification numbers.

**14.10 State Unemployment Insurance (SUI) Management Services.** The following additional terms and conditions apply to the Management Services:

**14.10.1 Provision and Transfer of Information.** Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the SUI Management Services, including without limitations, the claimants' names, relevant dates, and separation information, state-specific required information, and other documentation to support response to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client's computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communication protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

**14.10.2 Definition of Claim; Claim Cap.** For purposes of the SUI Management Services provided under this Agreement and to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review ADP (e.g., including but not limited to, last employer claims, base period employer claims, per qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be stated on the Sales Order, and will be based on all claim notices processed by ADP as a result of an individual filing unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.

**14.11 ADP Wage Garnishment Payment Services.** The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:

**14.11.1 Description of Services.** ADP will act solely in the capacity of a third party service provider of payment processing.

**14.11.2 Client's Use of Services.** Client agrees not to distribute any ADP Checks to Payees in a manner that would allow Payees to access the associated funds before pay date.

**14.12 Employment Verification Services; Employee Authorized Disclosure.** The following additional terms and conditions apply to Employment Verification Services and Employee Authorized Disclosure:

**14.12.1 Employment Verification Services.** Client authorizes ADP and Verification Agents through which Employment Verification Services are performed to disclose, on Client's behalf, Verification Data to Verifiers who wish to obtain or verify an employee's (or former employee's) Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information required by Verifiers who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key in accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a delinquent debt to enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are not charged for commercial verifications processed through ADP or its Verification Agents.

**14.12.1.1 Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test dataset and validate the Verification Data using validation reports made available by ADP or its Verification Agent. If Client uses ADP's hosted payroll processing services, ADP will utilize the latest Verification Data available in ADP's payroll processing system.

**14.12.1.2 Notice to Furnishers of Information: Obligations of Furnishers of Information.** Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

**14.12.1.3 Archival Copies.** Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's current employees and former employees and the provisions of Section 4 of the Global Master Terms and Conditions shall continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

**14.12.1.4 Employee Authorized Disclosure.** ADP may disclose or use Personal Data of Client's employees to the extent the employee requested or consented to the disclosure or use such as but not limited to when an employee needs their identity verified when they submit an application for a bank account, cellular service, credit or a benefit.

**14.13 Essential ACA Services.** The following terms shall apply to Essential ACA Services.

**14.13.1** Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.

**14.13.2 Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as the Client's ACA Liaison for Essential ACA, and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.

**14.13.3 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF THE SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

**14.13.4 Important Tax Information (IRS Disclosure):** Notwithstanding Client's engagement of ADP to provide Essential ACA, please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477.

**14.13.5 Additional Requirements.** Client further understands that Essential ACA may be modified as ADP may deem appropriate to assist ADP in complying with its obligations.

#### **14.14 ADP Marketplace and Use of ADP APIs.**

**14.14.1 Disclaimer.** ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

**14.14.2 Transmitting Information to Third Parties.** In the event that Client elects to use an API to provide any Client Content, employee or plan participant information to any third party, Client represents that it has acquired any consents or approvals for any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or information provided by any such third party.

**14.14.3 Use of the ADP APIs.** Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

#### **14.15 ESS & MSS Technology.** The following additional terms and conditions apply to the ESS & MSS Technology.

**14.15.1** Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided directly to ADP by Client directly.

#### **14.16 ADP Compliance on Demand.** The following additional terms and conditions apply to ADP Compliance on Demand:

**14.16.1 Compliance Assistance.** Client may have access to certain human resources or compliance professionals who may, at ADP's sole discretion, provide reasonable guidance or best practice recommendations to Client which Client may choose to follow. Client assumes all responsibility and risk arising from its use and reliance upon such recommendations. ADP does not require Client to include its legal counsel in communications with such professionals. The ADP Compliance on Demand Services are not a substitute for advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation, and that no attorney-client relationship between ADP and Client exists or will be formed as a result of the Services. ADP may discontinue access to human resources and compliance professionals in its discretion.

#### **14.17 Comprehensive Learning Library (myLearning@ADP).** The following additional terms and conditions shall apply to the Comprehensive Learning Library:

**14.17.1 Party Content Uploaded to myLearning@ADP.** Except for content created or licensed by ADP for Client's use, the Client is solely responsible for any content uploaded, used, copied, installed or enabled (collectively, "**Client-Uploaded Material**") on myLearning@ADP. The Client shall not submit any Client-Uploaded Material that is: (a) libelous, defamatory, obscene, threatening, abusive, illegal or otherwise objectionable, or (b) protected by copyright, trademark, trade secret, or other proprietary right without a valid license from the owner of such copyright, trademark, trade secret, or other proprietary right. The Client is singularly responsible for obtaining and maintaining all licenses and any other necessary rights (contractual or otherwise) for any Client-Uploaded Material.

## 15 Miscellaneous

- 15.1 Amendment.** This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.
- 15.2 Assignment.** Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15.3 Additional Documentation.** In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party co-branding service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to the subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statement of work will have no force and effect and will not amend or modify this Agreement.
- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor dispute, disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render the provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of laws provisions.
- 15.13 Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly such employee and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, any communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.
- 15.14 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceeding brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.

- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies or documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 5800 Windward Parkway, Alpharetta, GA 30005, Attention: ADP Comprehensive Services SVP or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination or expiration of this Agreement, shall survive termination or expiration of this Agreement.

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Attachment: City of Jonesboro NF (3541 : ADP Proposal for HR and Payroll Services)

## Appendix : ADP Comprehensive Services - Service Definition

| Services                                                                                 | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                               |
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| <b>Solutions Platform</b>                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                          |
| ADP Workforce Now ("WFN")                                                                | WFN is ADP's trademarked, branded, webbased payroll, HR, Benefits and Time and Attendance technology. WFN serves as the access point for all Client administrators, employees and managers. General information about ADP WFN can be found at <a href="http://www.productdescription.majoraccounts.adp.com">www.productdescription.majoraccounts.adp.com</a> (which may be modified from time to time).                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                          |
| WFN Technology Support                                                                   | Access to specialists to support Client in use of WFN technology solutions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                          |
| <b>Implementation</b>                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                          |
| Implementation – Project Manager                                                         | The ADP Project Manager is responsible for the overall Comprehensive Services technology implementation and as such creates and maintains a project plan during implementation. The Project Manager conducts an implementation planning meeting to review the multi-faceted implementation, holds regular status meetings with the entire project team (Client, ADP, and external assigned resources) and manages deliverables accordingly.                                                                                                                                                                                                                                                                                                                                                                                                | The Project Manager provides cross product guidance for the duration of implementation and introduces the training curriculum to Client. The Project Manager directs the team of ADP implementation specialists and consultants who work on the multifaceted implementation required for Client to go live on ADP Comprehensive Services, including WFN. |
| Implementation -- Assignment of a dedicated ADP Relationship Manager/HR Business Partner | <p>The ADP Relationship Manager/HR Business Partner participates in implementation and partners with the Project Manager to complete the Implementation. The ADP Relationship Manager/HR Business Partner:</p> <ul style="list-style-type: none"> <li>• Schedules onsite visit for Client's strategic analysis during or immediately after implementation kickoff meeting.</li> <li>• Schedules planning meeting to introduce Client's managers and employees to WFN portal and self-service functionality.</li> <li>• Coordinates and schedules Employee/Manager Self Service Launch Meeting and distribution of Welcome Kits.</li> </ul> <p>Develops Client Strategic Action Plan for additional services to help assure alignment of Services with Client strategic direction and business drivers in all related functional areas.</p> | The ADP Relationship Manager/HR Business Partner acts as a business consultant during the implementation process and performs business analysis. Client is responsible for validating the accuracy of all converted data. Client will attend all necessary implementation meetings and provide timely feedback as requested.                             |

| Services                                                                          | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| <b>Implementation</b>                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Set-up of Payroll, HR & Benefits, and Time and Attendance modules (as applicable) | <p>Implementation includes all activities needed to complete set-up of the Payroll, HR &amp; Benefits, and Time and Attendance modules (the "Module(s)") including the following:</p> <ul style="list-style-type: none"> <li>• Implementation of all outsourcing services listed in this Statement of Service.</li> <li>• Scheduling and planning all implementation meetings.</li> <li>• Coordinating the collection of implementation service questionnaires.</li> <li>• Setting-up the Module(s) based on Client's requirements.</li> <li>• Collecting all relevant human resources ("HR"), payroll and enrollment data and loading them into the Module(s). Client must provide all data (e.g., corporate information, payroll data, benefit plan information, relevant HR data, including current personal and work data and employee/dependent enrollment information) in a format required by ADP.</li> </ul> <p>ADP will determine Client and ADP's readiness to go live based on completion of key deliverables and success of data gathering, conversion and other implementation milestones.</p> <p>ADP will set-up the HR &amp; Benefits module to incorporate Client's (i) corporate structure (e.g., divisions, locations, employee classes, and departments) and user rights; (ii) benefit plans and providers; (iii) HR data, including reports to information, performance management, leave data, job titles, salary structures, and HR reason codes; and (iv) census data, including current personal and work data and employee/dependent enrollment information for all applicable parties.</p> | <p>Client is responsible for (i) accurately completing and providing questionnaires; ADP's implementation team in a timely manner; (ii) providing all HR corporate information to ADP; (iii) providing all plan requirements information, company policies and procedures to either configure W and/or incorporate into administrative practices; (iv) providing all payroll data; providing any documents and materials needed to complete employee access set up; (v) providing all plan participant enrollment data in a predefined form required by ADP; (vi) reviewing information in the Module(s) for accuracy; and (vii) all fees related to travel. Failure to meet these requirements may impact the date upon which Client may access the Services.</p> <p>Client is responsible for maintaining system configuration of and data related to all HR related information (e.g., salary structure, job codes, leave policies, manager access, etc.) post implementation. Client's implementation team will determine Client's readiness to start implementation and assist Client's implementation team members. The make-up of Client's implementation team may vary according to the number of complementary products or services purchased. Client's implementation team will coordinate with the service team and Client's designated team members to ensure requirements are understood and will assist in the transition to service.</p> |
| Interfaces - ADP Carrier Connection <sup>®</sup>                                  | <p>If Client purchases Comprehensive HR and/or Comprehensive Payroll, either separately or together, but without Comprehensive Benefits, Client shall be entitled to up to three (3) standard carrier connections at set up of the Services. If Client purchases Comprehensive Benefits alone or with any other Comprehensive Service(s), Client shall be entitled to unlimited standard carrier connections at set up (initial implementation) of the Services. Client may elect additional standard carrier connections for an additional fee. Subsequent reconfiguration of existing carrier connections and additional elections requested after set up (initial implementation) of the Services are available for an additional fee. Carrier connections shall be subject to an annual maintenance fee.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>Client shall promptly deliver to ADP a Client Content required by ADP to set standard carrier connections. Client will work with its carriers to ensure ADP is permitted to transmit data and access Client's data to the carrier's system. No third party agreements with Client's carriers should be required.</p> <p>With respect to Carrier Connections, any changes in Client's benefit providers that require the establishment of a new carrier connection or the modification of an existing carrier connection shall be considered a new carrier connection and shall be completed by ADP at ADP's then current rates.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| Services                                           | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| <b>Implementation</b>                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Interfaces - Payroll Interfaces, Custom Interfaces | Client may require payroll or other custom interfaces in order to electronically transmit data, including but not limited to employee payroll data, certain HR and other demographic employee data, etc., to designated third parties authorized by Client. The development of such Interfaces shall be at ADP's then current fees for such services and fees shall be depend on the amount of customization required by ADP to create such interfaces. ADP shall provide Client with an estimate of the cost of the interface prior to its development. An annual maintenance fee shall apply to all interfaces, including Payroll Interfaces and Custom Interfaces. | ADP's construction of interfaces are subject to configuration by Client of the applicable Client Content and the formatting of such transmission to designated third parties. ADP's ability to transmit Client Content dependent on the agreement by the designated third parties and ADP will not be obligated to transmit data unless the designated third parties have agreed to accept data via the interface.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>ADP Personnel – Roles and Responsibilities</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ADP Relationship Manager/HR Business Partner       | Each Client is assigned one (1) ADP Relationship Manager/HR Business Partner, no matter which Services Client has purchased. The ADP Relationship Manager/HR Business Partner actively communicates with Client and acts as the primary contact between ADP and Client to ensure the delivery of services and resolution of issues.                                                                                                                                                                                                                                                                                                                                   | The Relationship Manager/HR Business Partner strengthens the connection with clients through proactive service and consultation. The Relationship Manager/HR Business Partner aligns with executives and key stakeholders in the Client's organization to understand business goals and objectives. They consult with the client to align the right services and help create efficiencies through ADP technology solutions. The Relationship Manager/HR Business Partner conducts executive meetings to share updates on key initiatives and maintain alignment to changes in the Client's business. Additionally, the Relationship Manager/HR Business Partner proactively identifies client needs and coordinates the delivery of the services. This includes consultation and best practices to help Client maintain compliance with applicable federal, state and local employment laws. The Relationship Manager/HR Business Partner coordinates HR services, such as Employee Training, HR Policies and Procedures, Job Descriptions and guidance for resolving employee relations issues. |

| Services                                       | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ADP Service Centers</b>                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| ADP Service Center (for Client administrators) | Access to a toll free number with Client identification and issue routing via telephony.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ADP provides access to an assigned specialist team that will be Client's primary support resource. ADP will provide standard service center hours 8:00 am to 5:30 pm Client local time (Clients in Hawaii will have service center access 8:00 am to 5:30 pm PST), Monday through Friday, except for scheduled downtime for training, meetings and ADP recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available hours each calendar quarter.                                                                                                                                                                                                                                                                          |
| My Life Advisor                                | <p>Access to a toll free number for use by employees and managers for:</p> <ul style="list-style-type: none"> <li>• General self-service and payroll inquiries</li> <li>• General HR inquiries where Client policy is explicit when WFN Comprehensive HR is elected</li> <li>• Benefit call support when WFN Comprehensive Benefits is elected</li> </ul> <p>As authorized by Client, respond to Client's employees inquiries, when ADP has all pertinent information related to:</p> <ul style="list-style-type: none"> <li>• Employee personal information</li> <li>• Employee pay information and issues</li> <li>• Vacation, holiday, and leave of absence information</li> <li>• Hours of work and overtime information</li> <li>• Benefit Participant Information when WFN Comprehensive Benefits is elected</li> </ul> <p>Further, the My Life Advisors can provide bi-lingual support for both English and Spanish speaking employees. Other languages are available via a partnership with AT&amp;T's language line for an additional fee charged back to Client on a pay per usage basis.</p> | <p>As a prerequisite to use of My Life Advisor Client is responsible to support and promote employee self-service and manager self-service. ADP will conduct one (1) on-site employee self-service/manager self-service launch meeting. On request, ADP will support multiple virtual self-service launch meetings. ADP will answer employee and manager questions that have an apparent relationship to data entry visible through the WFN applications.</p> <p>ADP will provide standard service center hours 8:00 am to 11:30 pm EST, Monday through Friday, except for scheduled downtime for training, meetings and ADP recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available time each calendar quarter.</p> |

| Services                                    | Service Specifics                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Payroll and Tax Administration</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Payroll and Tax                             | ADP payroll processing with tax service to authorized jurisdictions (also included: CheckView, Payroll Preview, Total Tax PlusSM, Full Service Direct Deposit or TotalPay <sup>®</sup> banking options, Labor Distribution, iPayStatements, iReports). Additional fees will apply for ADP delivery via courier.<br><b>Year-end Forms W-2 will be provided and Clients will be billed separately. Additional fees will apply for direct mailing of year-end Forms W-2.</b> | ADP processes payroll and files a deposits appropriate federal, state and local taxes. <b>Client must review and approve final payments.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Time and Attendance Feed to Payroll         | Import employee Time and Attendance records provided that such records are in an ADP-acceptable format (if not utilizing ADP's Time and Attendance Module).                                                                                                                                                                                                                                                                                                               | ADP provides Client with required file formats to utilize this feed. Client is responsible for adaptation of its file feed to format that is compatible with ADP's feed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Checks and Direct Deposit                   | ADP offers Clients two (2) banking features: Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) or TotalPay (ADPCheck plus Full Service Direct Deposit).                                                                                                                                                                                                                                                                | Client must choose one of the banking features (unless Client is purchasing Comprehensive Payroll which requires TotalPay).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Wage Garnishment Processing Services (WGPS) | ADP provides tools to calculate garnishments based on court orders and client interpretation and also generates reports documenting garnishment activity.                                                                                                                                                                                                                                                                                                                 | Client provides employee liens and withholding information to ADP. ADP processes employee deductions for lien wage garnishments and court order support and disburses payments to third parties as appropriate.<br>The following shall only apply if Client is not purchasing Comprehensive Payroll Service: Client is responsible for lien interpretation; Client is responsible for all compliance with agency notification requirements; replies garnishment notices received; notices employee terminations and all other require written responses. Client must provide minimum of two (2) weeks' notice prior processing of any special pays to accommodate any garnishment requirements. |
| HR, Payroll and Benefits Reporting          | Comprehensive standard and analytical reports cover HR, payroll, and benefits data.                                                                                                                                                                                                                                                                                                                                                                                       | ADP provides access to certain standard payroll reports. Client has access to ADP reporting tools to generate a limited number of custom reports.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| GL Interface                                | ADP will generate a file every payroll that contains labor expense information that can be entered into popular general accounting programs. Custom programming not included.                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Paid Time Off (PTO)                         | Access to systems to track employees' paid time off.                                                                                                                                                                                                                                                                                                                                                                                                                      | Client is responsible for leave administration unless Total Absence Management purchased as an optional service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Non-Paid Persons                            | Access to HR & Benefits module to track Client headcount not included in the payroll system. Such persons may include international employees (located outside the U.S.), independent contractors paid outside the payroll system, persons on leave, and retirees.                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| Services                                                                                       | Service Specifics                                                                                                                                                                                                                                                                                                         | Roles and Responsibilities                                                                                                                         |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Unemployment Insurance (SUI) Administration</b>                                       |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                    |
| Administer SUI Claims (where authorized by state law)                                          | Provide pre-separation unemployment insurance (UI) counseling to Client. UI claims administration. Audit SUI tax rate components.<br>Audit UI benefits charges. Voluntary contribution review. Provide a quarterly summary report of claims activity.<br><b>Client hearing and appeals not included in base services.</b> | ADP assists Client with unemployment claims administration and unemployment tax filings to help Client manage claims and State unemployment costs. |
| <b>Training and Development</b>                                                                |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                    |
| Employee/Manager Self-Service Launch Training                                                  | Training for both Client employees and managers on the self-service tools and application (includes one on-site Employee Self-Service Kickoff and, upon request, virtual Employee Self-Service Kickoff meetings).                                                                                                         | Client shall require its employees and managers to attend self-service tools and application training.                                             |
| Core Product Training                                                                          | Product training on all the core products for administrator users (not employees or managers).                                                                                                                                                                                                                            | Client shall require administrator users to attend core product training.                                                                          |
| <b>Compliance Support</b>                                                                      |                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                    |
| Compliance Newsletters<br><i>Note: The offering does not include legal advice or guidance.</i> | Access to periodic subject matter Compliance Newsletters.                                                                                                                                                                                                                                                                 |                                                                                                                                                    |
| Alerts<br><i>Note: The offering does not include legal advice or guidance.</i>                 | Access to periodic subject matter Alerts and e-mails.                                                                                                                                                                                                                                                                     |                                                                                                                                                    |
| Online Compliance Resources                                                                    | Access to law summaries, best practices, sample forms and sample policies.                                                                                                                                                                                                                                                |                                                                                                                                                    |

## Comprehensive HR Services Definitions

The following supplements the Comprehensive Services Definitions and applies to the extent that Client purchases Comprehensive Services.

| Services                                                                                                              | Service Specifics                                                                                                                                                                                                                                | Roles and Responsibilities                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recruitment and Selection</b>                                                                                      |                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                          |
| Job Descriptions                                                                                                      | Access to sample job descriptions, resources, and guides Access to an ADP specialist who provides support and guidance on: <ul style="list-style-type: none"> <li>Developing new job descriptions</li> <li>Reviewing job descriptions</li> </ul> | Client is responsible for determining Fair Labor Standards Act (FLSA) exempt or non-exempt status.                                                                                                                       |
| Benchmark Pay Scales                                                                                                  | Service that allows Client to have access to a compensation evaluation tool.                                                                                                                                                                     | ADP will provide Client with the tools to conduct compensation analysis for open positions.                                                                                                                              |
| <b>Employee Relations</b>                                                                                             |                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                          |
| Employee Handbook and Policies<br><i>Note: ADP Comprehensive HR services do not include legal advice or guidance.</i> | ADP will provide specialists and tools to assist the client with the creation of a customized employee handbook.                                                                                                                                 |                                                                                                                                                                                                                          |
| Employee Assistance Program (EAP)                                                                                     | Access to the EAP service that provides confidential assistance for employees and their dependents for issues such as family problems, substance abuse, legal problems, etc.                                                                     |                                                                                                                                                                                                                          |
| Employee Perks                                                                                                        | Employee access to a wide range of discounts on premium-brand products and services.                                                                                                                                                             |                                                                                                                                                                                                                          |
| New Hire Welcome Kit                                                                                                  | New Hire Welcome Kits are made available to Client employees detailing the employee services and perks provided by Client through ADP. The welcome kits are available electronically via WFN.                                                    | ADP provides Electronic Welcome Kits via WFN.                                                                                                                                                                            |
| <b>Workplace Safety and Labor Law Compliance</b>                                                                      |                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                          |
| Labor Law Compliance Posters                                                                                          | Provides Client with suitable Federal and State Labor Law Compliance posters for Client's worksites.                                                                                                                                             | Client will receive updated posters as law and posting requirements change.                                                                                                                                              |
| <b>Training</b>                                                                                                       |                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                          |
| Self-Paced Online Web-Based Training                                                                                  | Online access to ADP self-paced, web-based training library content.                                                                                                                                                                             | Library will consist of courses covering topics such as compliance, broad workplace safety, workplace culture, and leadership performance and will be available to employees, managers, practitioners and administrators |
| <b>Comprehensive HR Support Team</b>                                                                                  |                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                          |
| HR Consultants                                                                                                        | Access to HR Consultants to provide industry best practices from recruitment to retirement.                                                                                                                                                      |                                                                                                                                                                                                                          |
| Payroll Consultants                                                                                                   | Access to Payroll Consultants to provide industry best practices.                                                                                                                                                                                |                                                                                                                                                                                                                          |

Attachment: City of Jonesboro NF (3541 : ADP Proposal for HR and Payroll Services)

| Services                                                                                           | Service Specifics                                                                                                                                                                                                                                                                                           | Roles and Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Risk and Safety Specialists                                                                        | Access to Risk and Safety Specialists to provide support on OSHA industry standards and record keeping requirements, and guidance on the development of health and safety programs.                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Benefits Support</b>                                                                            |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Open Enrollment Support (In the event Client does not receive ADP Comprehensive Benefits services) | Access to HR module to maintain benefit plan and enrollment information.                                                                                                                                                                                                                                    | HR Consultants assist Client in using the HR module for maintaining benefit plan information and reporting. My Life Advisor assists Client employees in using self-service to make benefit enrollment election                                                                                                                                                                                                                                                                                 |
| <b>Tax Registration Services</b>                                                                   |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Relevant and Required Information                                                                  |                                                                                                                                                                                                                                                                                                             | Client must provide to ADP all information requested by ADP with respect to the Tax Registration Services.<br>ADP shall obtain relevant and required information to complete online or paper registration applications.                                                                                                                                                                                                                                                                        |
| Submission of Applications                                                                         | Upon Client's request, ADP shall initiate the registration process for each jurisdiction identified by Client and arrange for the submission of the application(s) to the appropriate tax agency on the Client's behalf.                                                                                    | Client may need to provide a signed Power of Attorney (POA) or Reporting Agent Authorization (RAA) when needed by ADP for it to obtain account number and state information from an employment tax jurisdiction.<br>ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; name, address or entity (corporate) changes; (iii) applications to a state Secretary of State; and (iv) closing accounts with a state taxing agency. |
| Communications                                                                                     | ADP shall communicate with the tax agency representatives on the status of the application and notify Client in writing of the new account numbers (to the extent this information is communicated to ADP by the tax agency), other account status information, or problems encountered during the process. | Client must promptly provide ADP with all communications received from the tax agency which are directly or indirectly applicable to the registration process or that may otherwise impact Client's request for account number.<br>ADP is not responsible for P&I based timeliness of receipt of the client's number.                                                                                                                                                                          |

## Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, including Sections 4 (Confidentiality), 9.3 (Data Security) and 10.1 (Data Security Breach/Notification), between ADP, Inc. and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at [www.adp.com/-/media/adp/privacy/pdf/glossary\\_en.pdf](http://www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf).

### PART I - GENERAL

1. Client Obligations. Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Law; and (c) Client has authority to provide under Applicable Law.

2. ADP Obligations. ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of its direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Law; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from its own interaction with a consumer, except as permitted under Applicable Law. ADP shall have the right to Process Client Personal Data in order to comply with its legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud. ADP employees and contingent workers are authorized to Process Client Personal Data to the extent necessary to provide Services and as permitted under the Agreement and by Applicable Law.

3. De-identification and Aggregation. In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated and anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data.

4. Transfers to Subprocessors. ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country in which Client Personal Data was collected. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix. An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at <https://workforcenowservice.adp.com/DigitalService/s/article/Comprehensive-Services-Sub-processor-Listing>. Such list may be updated from time to time.

5. Compliance Obligations. ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Law.

Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. Client Instructions. When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction violates Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

7. Assistance. ADP will assist Client with its data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests and complaints and providing Client with relevant information for conducting data protection impact or risk assessments. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.

8. Client Audit. ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis, ADP will, in agreement with Client, either:

(a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; or,

(b) make the facilities it uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential

Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

## PART II – GDPR

9. Scope. This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR, the ADP Privacy Code, located at [https://www.adp.com/-/media/adp/privacy/pdf/bcrpc\\_en.pdf](https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf), governs. ADP has obtained EU authorization of its ADP Privacy Code.

10. International Transfers. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code serves as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual

clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code does not apply.

11. Additional Subprocessor Obligations. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

12. ADP Privacy Code EU Authorization. ADP will make commercially reasonable efforts to maintain the EU authorization of its ADP Privacy Code for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU authorization of its ADP Privacy Code.

## PART III - Miscellaneous

13. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code; (c) this Data Privacy Appendix; and (d) the Agreement.

14. Scope. This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.



# CITY OF JONESBORO, GEORGIA COUNCIL

## Agenda Item Summary

Agenda Item #

6.7

- 7

COUNCIL MEETING DATE

October 2, 2023

**Requesting Agency (Initiator)**

Office of the City Manager

**Sponsor(s)**

Community Development Director Allen

**Requested Action** (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Further discussion regarding fee waiver for Clayton County Public Schools Mental Health 5K, proposed for October 21, 2023.

**Requirement for Board Action** (Cite specific Council policy, statute or code requirement)

Per Rental Policy, Fee Waiver for Lee Street Park

**Is this Item Goal Related?** (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Community Planning, Neighborhood and Business Revitalization, Recreation, Entertainment and Leisure Opportunities

**Summary & Background**

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Agency recommendation – **Denial for October 21<sup>st</sup> (see below).**

The 6<sup>th</sup> annual Clayton County Public Schools Mental Health 5K Run / Walk will be held on Saturday October 21<sup>st</sup>. In the past years, the event has utilized City streets and Lee Street Park. The request for a fee waiver for this event is being brought forward to Mayor & Council for approval. The event will take place on the agreed upon route in Jonesboro. As far as emergency personnel services, the applicant, Ms. Taylor, has stated that the Clayton County School Police will coordinate with the Jonesboro Chief of Police on necessary road closures and any additional assistance requested. School Police will be present along the route on the streets, City police will accompany them at Lee Street Park. Whole event would be from 7 am to 2 pm. Total expected attendance is 500.

Per the applicant, they will need electricity for a DJ and garbage receptacles at the Park.

There will be water, apples, and a fruit bar, catered by the CCPS Nutrition Department and served in prepacked snack bags.

Assuming no City officers along the route and three in the Park, the fee waiver amount would be \$3800.

The City will have several coordination meetings with the CCPS prior to the event. The farmers market will not be operational then (closing the end of September).

**Update for 10.2.23 meeting: During the initial discussion of this item at the September 11<sup>th</sup> Council meeting, it was realized that this event for October 21<sup>st</sup> would conflict with early voting in the City, which starts on October 16<sup>th</sup> and would occur all day on Saturday, October 21<sup>st</sup>. The run / walk route would block access to the City**

**FOLLOW-UP APPROVAL ACTION (City Clerk)****Typed Name and Title**

Melissa Brooks, Interim City Clerk

**Date**

October, 2, 2023

09/11/23

City Council

TABLED

Next: 10/02/23

**Signature****City Clerk's Office**

Center where voting would be held. Therefore, the event cannot be approved for October 21<sup>st</sup> along the proposed route.

6.7

**Fiscal Impact**

*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

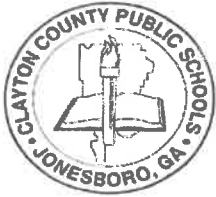
See above

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- Letter

**Staff Recommendation** *(Type Name, Title, Agency and Phone)*

**Denial for October 21**



# Clayton County Public Schools

## Division of Student Support Services

1058 Fifth Avenue • Jonesboro, Georgia 30236 • (770) 473-2700

To City of Jonesboro,

The Clayton County Public Schools Mental Health Awareness 5K is designed to educate and raise awareness among young people, their families and our community about mental health, wellbeing, and suicide and violence prevention. Since its inception five years ago, the Division of Student Support Services has worked collaboratively to ensure that the 5K is more than just a walk. The mission is for it to be a day for scholars, families, employees and community members to come together to support one another, to break stigma, to raise awareness, to educate, and to save lives. Funds raised from the event are used to support programs and services offered through the school-based mental health and wellness model, S.P.A.R.K. (School Partnering to Advance wellness, Resilience, and Knowledge), as well as establish wellness spaces in schools.

Given the impact of society on youth mental health, this year's event will focus on celebrating and promoting resilience among scholars, as well as further ensuring access to vital resources and support relative to their health and mental wellness. On behalf of all the scholars and families we serve, I am writing to request support of the Division of Student Support Services hosting Clayton County Public Schools' Sixth Annual Teen Violence & Suicide Awareness 5K at the Lee Streek Park on **Saturday, October 21, 2023**. We are excited about leveraging the support of our community and experienced success with this event when hosted at Lee Street park before. The event is supported by Dr. Anthony Smith the Superintendent of Schools and Dr. April C. Crawford the Deputy Superintendent of Student Support Services.

We look forward to the event for our students and appreciate the opportunity to collaborate with the City of Jonesboro

Thank you,

Cheri-Ann Taylor, Ed.S  
Director of Student Behavioral Health and Well-Being  
Clayton County Public Schools

Attachment: Letter (3518 : CCPS Mental Health 5K Fee Waiver)



CITY OF JONESBORO, GEORGIA COUNCIL  
**Agenda Item Summary**

Agenda Item #

6.8

- 8

COUNCIL MEETING DATE  
October 2, 2023

**Requesting Agency (Initiator)**

Office of the City Manager

**Sponsor(s)**

Community Development Director Allen

**Requested Action** (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Further discussion regarding proposal from Empower through GAMSG Representative Kevin Webb regarding implementing a 457B retirement plan to supplement the current non-contributory pension plan.

**Requirement for Board Action** (Cite specific Council policy, statute or code requirement)

Consideration of Retirement Plan Option

**Is this Item Goal Related?** (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Innovative Leadership, Safety, Health and Wellbeing

**Summary & Background**

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

A 457b retirement plan is a tax-advantaged savings plan designed for public sector employees to bridge the gap between what they need to maintain their lifestyle in retirement and what they get from the non-contributory GMA pension plan offered by the City of Jonesboro. It also provides a source of liquid assets in retirement plans for emergencies and unexpected expenses. Offering this plan can help attract and retain top talent while assisting employees to secure their financial well-being in retirement. This additional benefit is expected to improve morale and foster a better work environment.

First, it allows employees to save more for retirement. In 2023, employees can save up to **\$22,500** into their 457b plan on a tax-deferred or Roth basis. Additionally, for employees over age 50, a "catch-up" provision allows an additional **\$7,500** to be saved each year. This is particularly important for those needing to catch up on retirement savings.

Second, a 457b plan provides tax advantages. Contributions are usually made with pre-tax dollars, which lowers an employee's tax bill. The investment earnings on a 457b plan are also tax-deferred until they are withdrawn in retirement. Moreover, a 457b plan can also allow for Roth contributions, which grow tax-free and are tax-free when withdrawn in retirement.

Third, a 457b plan can help employees bridge the gap to their financial goals in retirement and inspire confidence that they'll be able to maintain their quality of life. Furthermore, it offers flexibility as it does not have an early withdrawal penalty if an employee retires before age 59½.

Fourth, offering a 457b plan can make Jonesboro more competitive in the job market. A competitive employee benefits package is crucial for attracting and retaining top talent.

Lastly, a 457b retirement plan is relatively low-cost and easy to administer compared to other retirement plans. Attached is a proposal from the recommended Plan Administrator - Empower.

**Why Empower?**

- 2nd Largest Retirement Services Company in the Country
- #1 Participant Growth Rate
- 1.4 Trillion Assets Under Administration
- 71,000 Retirement Plans Under the Administration
- 17 Million+ plan participants

**FOLLOW-UP APPROVAL ACTION (City Clerk)**

**Typed Name and Title**

Melissa Brooks, Interim City Clerk

**Date**

October, 2, 2023

**Signature**

**City Clerk's Office**

After being approached by several different employees, Leadership feels that the City should provide some form of alternative retirement plan.

**Update for 10.2.23 Meeting:**

1. 457(b) plans are employer-sponsored deferred compensation plans that offer tax advantages to workers at state and local governments and nonprofits.

2. 457(b) Plans provide employees with the opportunity to defer a portion of their income for future use.

3. By participating in a 457(b) Plan, employees can enjoy tax advantages, as the deferred money remains untaxed until it is withdrawn.

4. Unlike 401(k) plans, there is no 10% penalty charge on money withdrawn from the account before 59 1/2.

5. These plans have higher contribution limits, allowing employees to save more for retirement compared to other plans.

On September 29<sup>th</sup>, a “Lunch and Learn” about the plan is being hosted at the Jonesboro City Center to gauge interest in the option.

**Fiscal Impact**

*(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

\$2000 annually

\$ 500 one-time implementation fee

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- GAMSG Financial Advisors - Retirement Plan Consulting (3)
- Empower - We are Empower
- 457 B Graphic

**Staff Recommendation** *(Type Name, Title, Agency and Phone)*

**Approval**



**RETIREMENT PLAN  
CONSULTING SERVICES**  
[www.gamsg.com](http://www.gamsg.com)

# Table Of Contents

## 01. Introduction

GAMSG Financial Advisors provides world-class retirement plan consulting services

## 02. Our Services

A comprehensive retirement plan solution for our clients

## 03. Our Partners

GAMSG Financial Advisors partners with the best service providers in the industry

## 04. Our Leadership

Meet our Founder, Kevin C. Webb

## 05. Getting Started

GAMSG makes getting started easy

## 06. Contact Us

We are here to help you

# INTRODUCTION



GAMSG Financial Advisors provides comprehensive retirement plan consulting services to small, medium and large businesses, as well as municipal and government entities.

Our team of experts can help you navigate the complexities of retirement plan design, administration and servicing while creating a customized solution that fits your entity's unique needs. We believe that everyone deserves a secure financial future, and our goal is to help you achieve that for your workforce



# OUR SERVICES

We are devoted to making a positive impact in the lives of our people, the clients we serve and the communities we live in. We hold ourselves to a standard of excellence and appreciate the unique needs of our clients. By listening with intention, it's our mission to understand each of our customers and identify what's best for their business and workforce.



## Plan Design & Implementation

Our team will work with you to design and implement a retirement plan that meets your organization's goals and fits your budget



## Plan Administration

We will coordinate all aspects of plan administration including record-keeping, compliance testing, and reporting



## Employee Education

We provide employee education and communication services to help your employees understand retirement options, make informed decisions and elevate their financial literacy

# OUR SERVICES

(continued)



## Investment Management

We provide investment management services to help ensure that your plan's investment options are appropriate for your workforce's needs and meet fiduciary requirements



## Plan Administration

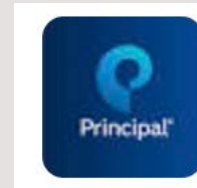
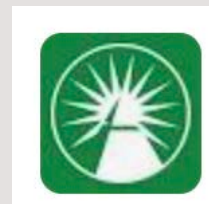
We will regularly review and benchmark your plan's fees and performance against industry standards to ensure that you are getting the best value for your investment

# Partners You Can Trust



We partner with a number of best-in-class service providers to deliver the very best retirement plan consulting services to our clients.

From investment providers, to recordkeepers, third party administrators (TPAs), attorneys, and accountants, our priority is delivering the best experience possible for our clients.





**KEVIN C. WEBB**  
CEO - GAMSG

AS FEATURED IN: **Forbes**



**BIO**

Kevin C. Webb was born in Germany and learned to speak English at five years old. With a passion for philanthropy and community, he volunteers for schools, churches, and local organizations to help encourage enhanced financial literacy.

Kevin has over 20 years of experience in the financial services industry and has worked for some of the largest financial institutions in the world, including Fidelity Investments, Invesco, and Nationwide. His experience includes financial planning, strategic business development, sales training, and motivational speaking. While leading the #1 sales team in the country for Nationwide, Kevin was the Platinum award winner in 2009 & 2010 and continued to lead in 2011. Throughout Kevin's professional career, he has worked with the public and private sectors to drive results. The City of Atlanta, and Dekalb County, to name a few, have received premium-level support from Kevin C. Webb.

In 2013, Kevin founded Genesis Asset Management Strategies Group. Genesis Asset Management Strategies Group (GAMSG) offers their clients financial education and the best products available in the marketplace. Their unique company structure as an independent boutique insurance brokerage firm positions them with a distinct competitive advantage of offering clients unbiased and objective solutions to meet their financial needs in Atlanta and abroad.

In addition to GAMSG Insurance, Kevin also founded GAMSG Financial Advisors. GAMSG Financial Advisors works with the largest financial institutions in the world and provides a wide array of services such as 401k, 403b, 457, and IRA advisory support. GAMSG Financial Advisors also offers educational workshops around retirement strategy, financial literacy, and more. Kevin C. Webb is Series 65, Licensed as a Financial Advisor and licensed as Life & Health Insurance broker.





# Getting Started with GAMSG

Your experience with GAMSG begins with a dedicated project manager who prepares any necessary documentation and notices in order to make your onboarding and launch experience a resounding success.

All facets of your GAMSG plan launch will be tailored to your needs. You will be provided with a plan launch timeline at the outset of our relationship and we will keep you informed as the project progresses.

Whether you have an existing retirement plan or you're setting up a new plan, GAMSG will provide the support you need at each step of the way





# Get In Touch With Us



## Phone

(404) 769 - 1401



## Website:

[www.gamsg.com](http://www.gamsg.com)



## Address

950 Eagles Landing Pkwy, Suite 979  
Stockbridge, GA 30281





# THANK YOU





# We are Empower

➤ **WE SEE RETIREMENT DIFFERENTLY**



We are focused on retirement first, empowering people to save enough today to enjoy the future they imagined

OUR VALUES 

QUICK FACTS 

AWARDS & RECOGNITION 

DIVERSITY & INCLUSION 

A TRUSTED PARTNER 

# We serve our customers

## Our culture

## Our values

Customer obsessed



We do the right thing

Accountable



We own it

Growth mindset



We lead

Constantly improving



We simplify

Inclusive



We collaborate

## Quick facts

**2<sup>nd</sup>**  
LARGEST RETIREMENT  
SERVICES COMPANY  
IN THE COUNTRY<sup>1</sup>

**17** million+  
INDIVIDUALS IN OUR PLANS<sup>2</sup>

**\$1.4** trillion+  
ASSETS UNDER ADMINISTRATION<sup>2</sup>

**#1** participant  
GROWTH RATE<sup>3</sup>

**71,000** +  
RETIREMENT PLANS  
UNDER ADMINISTRATION<sup>2</sup>

# Awards & recognition



## NO. 1 CHOICE OF INDUSTRY PROFESSIONALS

2020 PLANADVISER Retirement Plan Adviser Survey

- Best value for price (9 years in a row)
- Best overall service for small plans (4 years in a row)



NAPA

National Association  
of Plan Advisors

2022 NAPA Advisers' Choice Award: Top Service ratings  
for recordkeepers in all five asset ranges, from micro to mega



## OUTSTANDING SERVICE

2021 PLANSPONSOR Defined Contribution Survey

- Ranked one of the top service providers
- 41 awards and service commendations



## 2021 FINANCIAL ADVISOR IQ AWARDS – GOLD MEDAL WINNER

Gold Medal winner in five key categories: "Best Reporting", "Best Client Service", "Best Price", "Best Participant Tools" and, for the second consecutive year, "Best Overall Recordkeeper". Empower was also recognized with a Silver Medal for "Best Cybersecurity/Privacy".

# Diversity & inclusion

Recognized as a leader of diversity, belonging & equity

## Best Place to Work for LGBTQ+ Equality<sup>1</sup>

Human Rights Campaign  
2022 Corporate Equality Index

## CEO ACTION FOR DIVERSITY & INCLUSION

Our CEO pledged a commitment to advance our diversity and inclusion initiatives<sup>2</sup>

## 2020 INVESTMENT NEWS EXCELLENCE IN DIVERSITY & INCLUSION<sup>3</sup>



## 2020 DISABILITY EQUALITY INDEX REPORT

Recognized among best places to work for disability inclusion<sup>4</sup>



Committed to creating a welcoming workplace



TALENT STRATEGY



BUSINESS RESOURCES GROUPS



EDUCATION & AWARENESS



D&I COUNCIL

1 Human Rights Campaign, 2022 Corporate Equality Index.  
2 ceoaction.com/.  
3 Investment News, 2020.  
4 disabilityin.org/what-we-do/disability-equality-index/2020companies/.

# A trusted partner in retirement solutions

At Empower, retirement is our core focus. Helping people pursue a better financial future is at the center of everything we do.



# Benefit from the Empower difference

Empower has an experienced team focused on the needs of small and mid-size organizations up to \$50M.

How our product benefits you:

- Designed for growing organizations
- Brings together select features in one simple offer
- Offers a flexible investment platform

## Key stats



**COMBINED #1 PROVIDER OF RETIREMENT PLANS <\$50M**

| Rank | Recordkeeper              | 12/31/20 Assets (\$M) | Market share |
|------|---------------------------|-----------------------|--------------|
| 1    | <b>Empower</b>            | <b>\$240,628</b>      | <b>17.1%</b> |
| 2    | Fidelity                  | \$193,380             | 13.7%        |
| 3    | Principal                 | \$124,270             | 8.8%         |
| 4    | John Hancock              | \$111,931             | 7.9%         |
| 5    | Ascensus                  | \$85,849              | 6.1%         |
| 6    | Capital Group (Am. Funds) | \$85,069              | 6.0%         |
| 7    | Voya                      | \$77,549              | 5.5%         |
| 8    | ADP                       | \$75,610              | 5.4%         |
| 9    | Transamerica              | \$50,278              | 3.6%         |
| 10   | Newport (including PNC)   | \$43,538              | 3.1%         |

Source: PLANSPONSOR recordkeeper data as of December 31, 2020.



**98%** client retention rate<sup>1</sup>

**9.3** client satisfaction score<sup>2</sup>

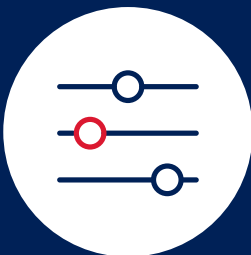
**9.3** ease of doing business score<sup>2</sup>

<sup>1</sup> Empower data as of December 31, 2021.

<sup>2</sup> Empower data for all plans >\$25MM as of December 31, 2021.

# The Empower participant experience

Putting the employee at the center of everything we do



WEBSITE EXPERIENCE  
AND APP



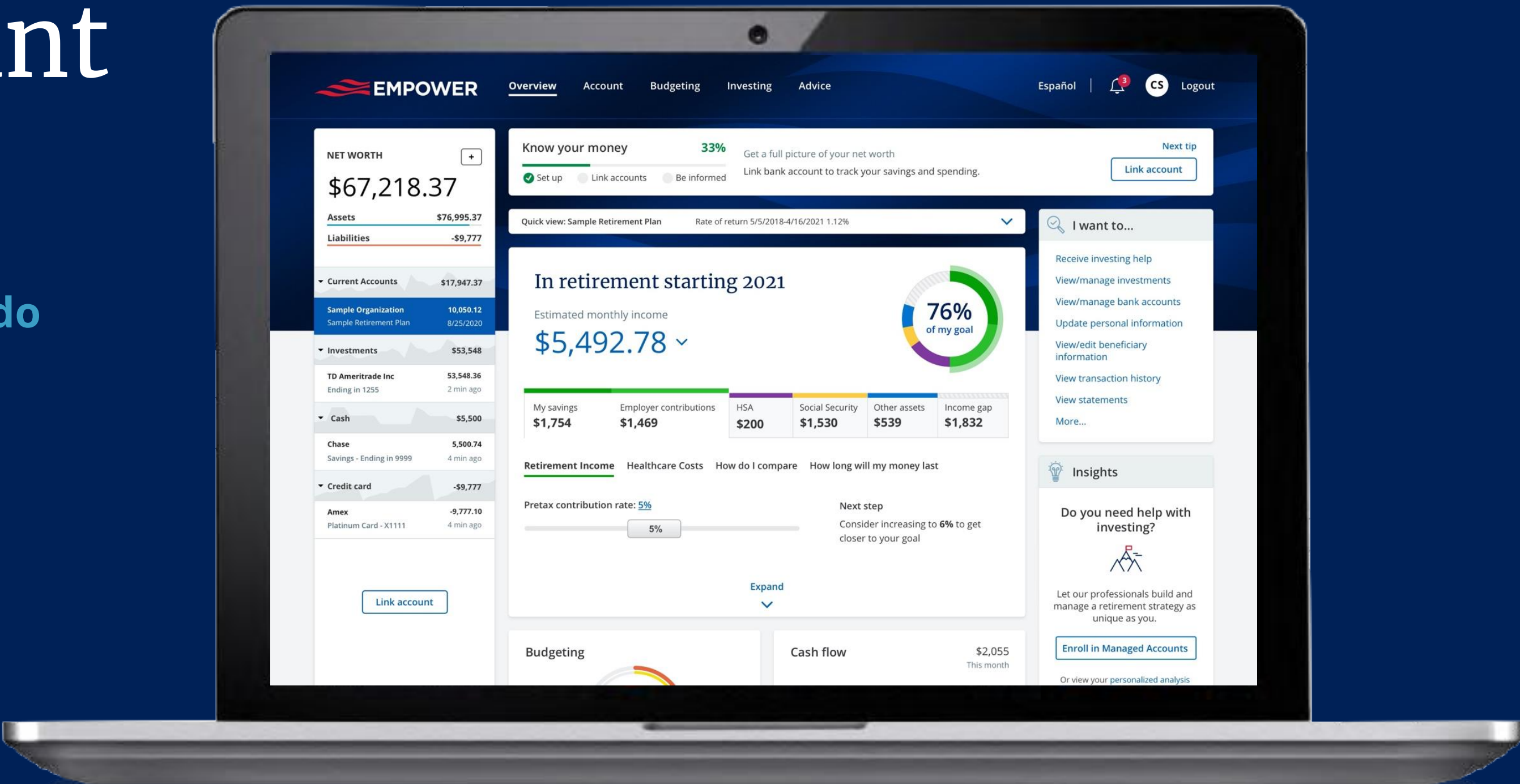
FINANCIAL  
WELLNESS



PERSONALIZED  
COMMUNICATIONS



FIDUCIARY ADVICE  
SOLUTIONS



FOR ILLUSTRATIVE PURPOSES ONLY.

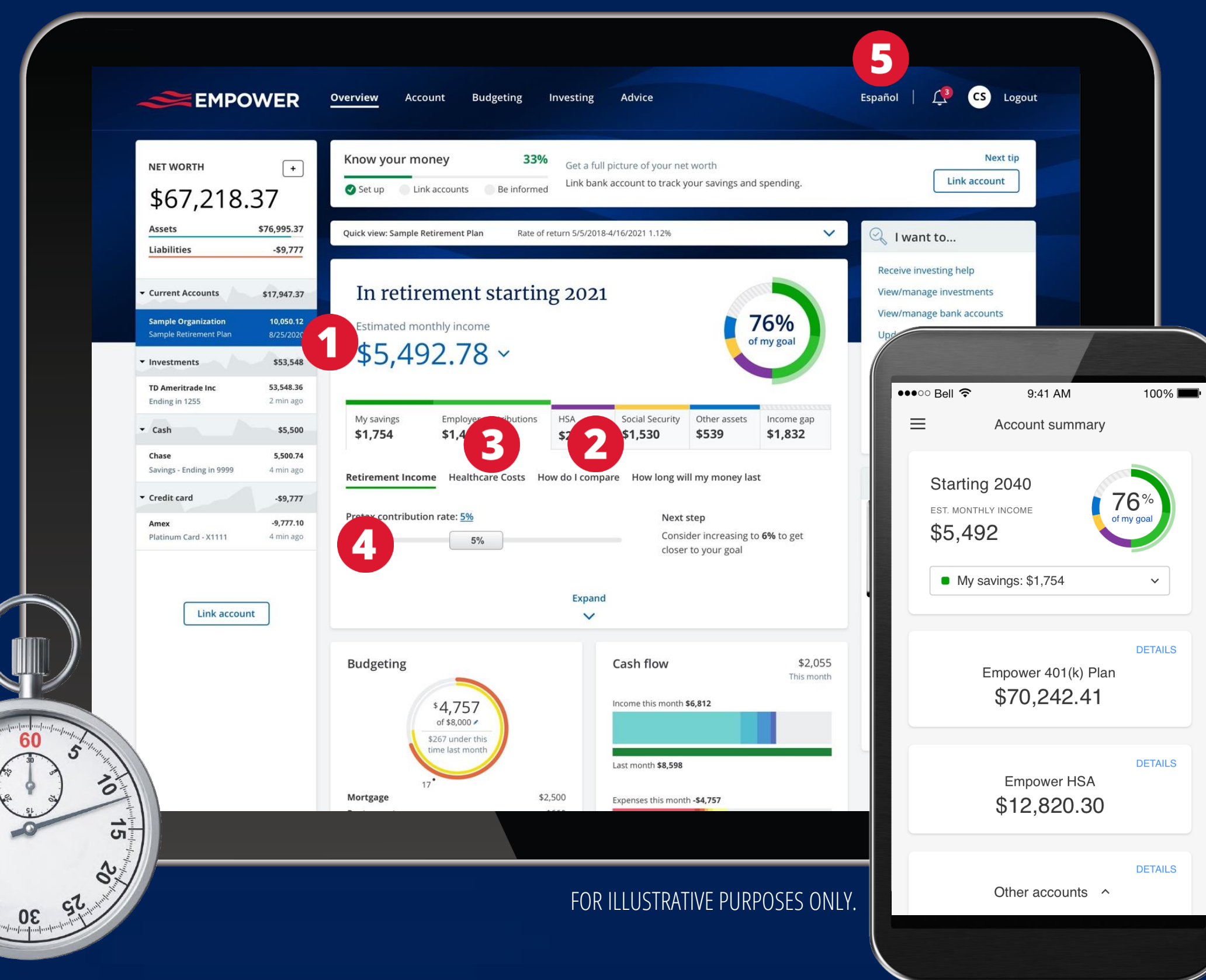
# Employee website and app

## Consistent access at home or on the go

The website and app puts the plan at their fingertips.

- 1 View personalized monthly income forecast and Lifetime Income Score<sup>SM</sup>.
- 2 Compare savings to others'.
- 3 Estimate retirement healthcare costs.
- 4 Adjust contributions and rebalance portfolios.
- 5 One-click translation to Spanish.  
(Statements delivered in Spanish.)

Enroll in less  
then **33 seconds**.



### Empower app

Available on iOS® and Android™ devices  
Rated 4.8 out of 5 ★★★★★



2020 MONITOR AWARD GOLD MEDAL WINNER FOR MOBILE APP EXPERIENCE<sup>1</sup>

iPhone, iPad, Apple and App Store are trademarks of Apple Inc. Android, Google Play and the Google Play logo are trademarks of Google LLC.

1 Corporate Insight 2020 Monitor Awards.

FOR PLAN SPONSOR OR FINANCIAL PROFESSIONAL USE ONLY.

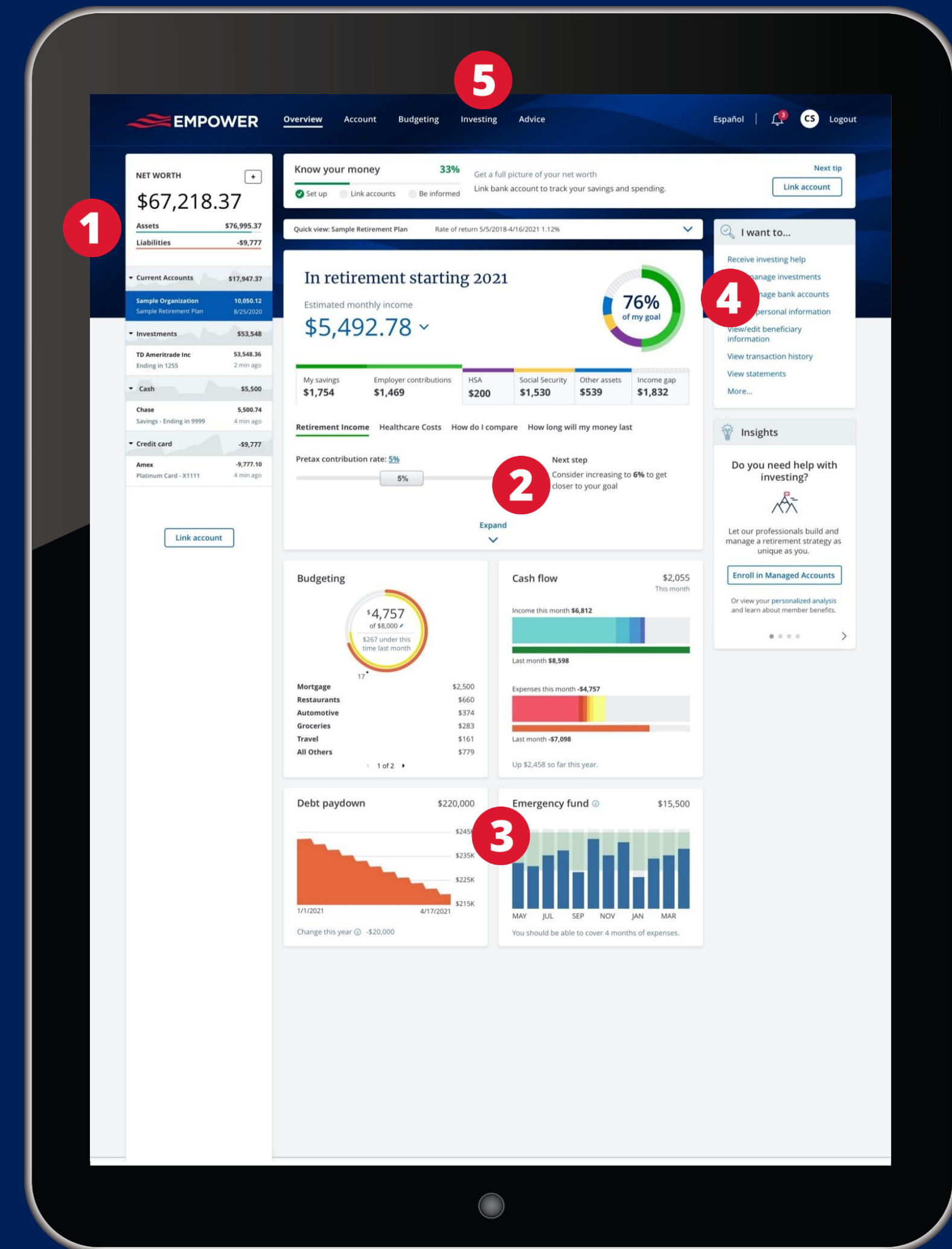
RO2310700-0822

# Financial wellness

## Action driving outcomes

Our goal is to help people achieve financial wellness through educational tools and personalized advice.

- 1 Employees can see a three-dimensional view into their current savings progress, future estimated monthly retirement income, outside assets, spending and debt.
- 2 A personalized “next step” note guides employee to take an action, such as increasing deferral rates.
- 3 Content is customized to the employee’s financial situation, and intuitive tiles help simplify budgeting, cash flow and debt paydown.
- 4 One-click navigation provides easy access to often-used retirement plan functionality.
- 5 Access is provided to a comprehensive financial education library, interactive learning modules and calculators.



FOR ILLUSTRATIVE PURPOSES ONLY.

# Employee communications

## Personalized communications

Helping employees take action based on their needs

- Targeted, one-to-one messaging
- Timely, relevant and tailored to their needs
- Available at no additional cost

## Goal-based campaigns

Addressing employees' unique goals

- Targeted content to groups of employees with similar needs
- A variety of plan-wide messages or specific objectives
- Campaigns that have already proven successful

(LONGSTATENAMEORPLANSNAME)



Save more for the future you want

**Start saving more for retirement**  
Review your account to see whether the amount you're saving now is keeping up with your plans for the future. Changing your contribution rate is easy, and increasing it by just a little can really add up over time.

**Increase your contribution!**  
Log on: <PlanNameWebAddress>  
Call: <XXX-XXX-XXXX> to talk to a representative

|                                                           |                              |   |                                             |
|-----------------------------------------------------------|------------------------------|---|---------------------------------------------|
| A little more now could become a lot more for your future | Saving \$25 more a month now | ➡ | Could add \$180 more a month in retirement* |
|-----------------------------------------------------------|------------------------------|---|---------------------------------------------|

**ABC Company**

**EMPOWER RETIREMENT**

**NOW IS A GOOD TIME**  
\*FOR ILLUSTRATIVE PURPOSES ONLY. This is a hypothetical illustration to show the value of an increase in contributions. This hypothetical illustration is not intended as a projection or prediction of future investment results, nor is it intended as financial planning or investment advice. It assumes monthly contributions of \$25, a 6% average annual rate of return and reinvestment of earnings with no withdrawals over a 30-year period followed by 20 years of monthly withdrawals of \$179.92, including a 6% average annual rate of return, beginning at age 65. Rates of return may vary. This illustration does not include any charges, expenses or fees that may be associated with your plan. The tax-deferred accumulations shown above would be reduced if these fees were deducted.  
Securities distributed through GWFS Equities, Inc., Member FINRA/SIPC and a subsidiary of Great-West Life & Annuity Insurance Company.  
This material has been prepared for informational and educational purposes only and is not intended to provide investment, legal or tax advice.  
Great-West Financial®, Empower Retirement and Great-West Investments™ are the marketing names of Great-West Life & Annuity Insurance Company, Corporate Headquarters: Greenwood Village, CO. Great-West Life & Annuity Insurance Company of New York, Home Office: New York, NY, and their subsidiaries and affiliates, including registered investment advisers Advised Assets Group, LLC and Great-West Capital Management, LLC. ©2019 Great-West Life & Annuity Insurance Company. All rights reserved. BMLCT-IL-V-1103-1901-0002681 RO 102068-0119

**6X**  
**MORE LIKELY  
TO ENGAGE  
WHEN COMMUNICATIONS  
ARE PERSONALIZED\***

# Fiduciary advice solutions

We have a fiduciary advice model for everyone.

**Personalized fiduciary advice solutions available when people want and need it<sup>1</sup>**

- Timely, personal check-ins
- Recurring and part of a comprehensive program

**Communicated via the channels they prefer**

 ➤ Virtually
  ➤ Digitally
  ➤ Over the phone

There is no guarantee provided by any party that participation in any of the advisory services will result in a profit.

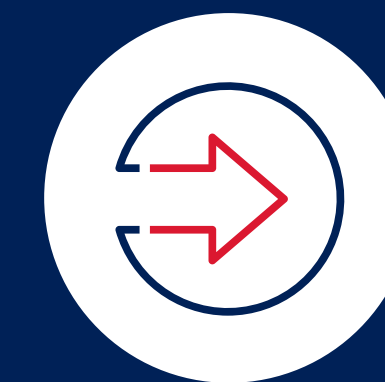
Online advice and the managed account service are part of the Empower Advisory Services suite of services offered by Empower Advisory Group, LLC, a registered investment adviser.

The managed account service offered through Empower Dynamic Retirement Manager is provided by the named registered investment adviser as defined by the advisory services agreement.

<sup>1</sup> Point-in-time advice provided by an Empower representative may help individuals with reviewing investment options, consolidating outside retirement accounts, rollovers and providing retirement investment advice and education relating to financial goals.



⊕ **ADVISORY SERVICES**



⊕ **EMPOWER DYNAMIC RETIREMENT MANAGER™**



⊕ **RETIREMENT SOLUTIONS GROUP (RSG)**



## Personalized advice strategies<sup>1</sup>

### Strategies that evolve based on individual needs

We offer an integrated, personalized solution based on sophisticated technology — and backed by human interaction. This solution combines event-driven communications with advisor appointments to provide ongoing monitoring and management of a strategy that evolves with each individual. For those looking to validate and/or manage their own strategy, online advice can provide recommendations for them to implement.

PEOPLE WHO RECEIVE PROFESSIONAL ADVICE ARE ON TRACK TO REPLACE MORE OF THEIR INCOME IN RETIREMENT<sup>2</sup>

RETIREMENT PROGRESS SCORE

85

**WITH USE OF AN  
ADVISOR**

(HUMAN OR DIGITAL)

61

**USE OF NEITHER**

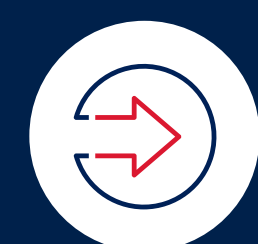
(HUMAN OR DIGITAL)

Results vary based on age when contributions begin and time until retirement.

Retirement Progress Score represents the percentage of retirement savings relative to an individual's current income.

<sup>1</sup> Online advice and the managed account service are part of the Empower Advisory Services suite of services offered by Empower Advisory Group, LLC, a registered investment adviser.

<sup>2</sup> Empower Institute, Scoring and Progress of Retirement Savers, 2020. The Empower Institute is a research group within Empower Retirement LLC.



## Empower Dynamic Retirement Manager™

### A more flexible retirement solution

Empower Dynamic Retirement Manager<sup>1</sup> (DRM) integrates the benefits of a target date fund, or model portfolio, with those of a personalized retirement solution, like My Total Retirement™, to provide a higher level of customization when employees need it most.

### How does it work?

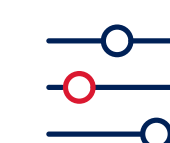


#### TARGET DATE FUND

Employees early in their savings journey

#### TRANSITION CRITERIA

Age



#### MY TOTAL RETIREMENT<sup>2</sup>

Employees nearing retirement with more sophisticated needs

<sup>1</sup> Online Advice and My Total Retirement are part of the Empower Advisory Services suite of services offered by Empower Advisory Group, LLC, a registered investment adviser.

<sup>2</sup> My Total Retirement offered through Empower Dynamic Retirement Manager is provided by EAG.



## Retirement Solutions Group

### Complementing Advisory Services with point-in-time fiduciary advice<sup>1</sup>

Our investment professionals can help employees with personalized recommendations on subjects like:

- Savings.
- Investments.
- Distributions.
- Financial wellness (e.g., budgeting, debt management, financial planning).



### AFTER MEETING WITH A REPRESENTATIVE, EMPLOYEES:

- **OVER 80% SAY THEY ARE MORE KNOWLEDGEABLE AND MORE CONFIDENT<sup>2</sup>**
- **60% TOOK POSITIVE ACTION<sup>3</sup>**

<sup>1</sup> Empower Advisory Group, LLC, a registered investment adviser, provides financial planning services using the MoneyGuidePro tool. MoneyGuidePro is not affiliated with Empower Retirement, LLC and its affiliates. Empower Retirement, LLC and its affiliates are not responsible for the third-party content provided.

<sup>2</sup> Empower Retirement Solutions Group Customer Care Center survey data for May 2020.

<sup>3</sup> Empower Best Interest Advisory data for January to June 2020.

# Our commitment to proactive, reliable service starts with a great team

Your team will work with you to help you build a successful retirement plan and help make managing your plan easier and more efficient.



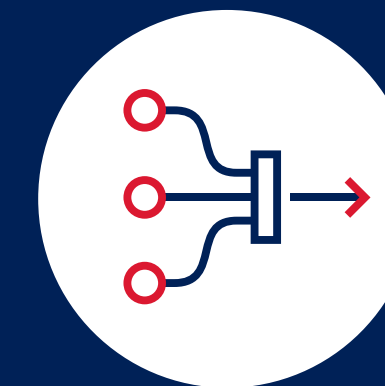
**PARTNER  
ADVOCATE**



**CLIENT SERVICE  
MANAGER**



**RETIREMENT EDUCATION  
CONSULTANT**



**IMPLEMENTATION  
MANAGER**

A **PARTNER ADVOCATE** acts as a primary point of contact for your advisor. They work in partnership with your advisor to support the needs of you and your plan participants.

Your **CLIENT SERVICE MANAGER** is responsible for the daily administration of your plan and for helping to ease the burden of your duties and concerns.

Your **RETIREMENT EDUCATION CONSULTANT** provides your employees with educational support, including communicating the retirement benefits to participants in the form of group presentations and other marketing avenues.

Your **IMPLEMENTATION MANAGER** specializes in implementation and is familiar with the transition of your plan from your previous provider to Empower.



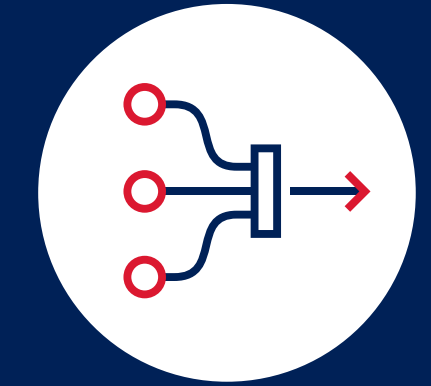
**PARTNER  
ADVOCATE**



**CLIENT SERVICE  
MANAGER**



**RETIREMENT EDUCATION  
CONSULTANT**

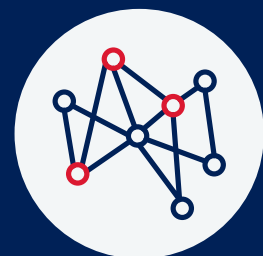


**IMPLEMENTATION  
MANAGER**

# Administrative support and services

With more than **12 million individual accounts**,<sup>1</sup> our recordkeeping system — which we built and own — features integrated processing and intuitive online administrative services.

Once your plan is up and running, we will assist you with compliance testing and ERISA services.



Empower MORE



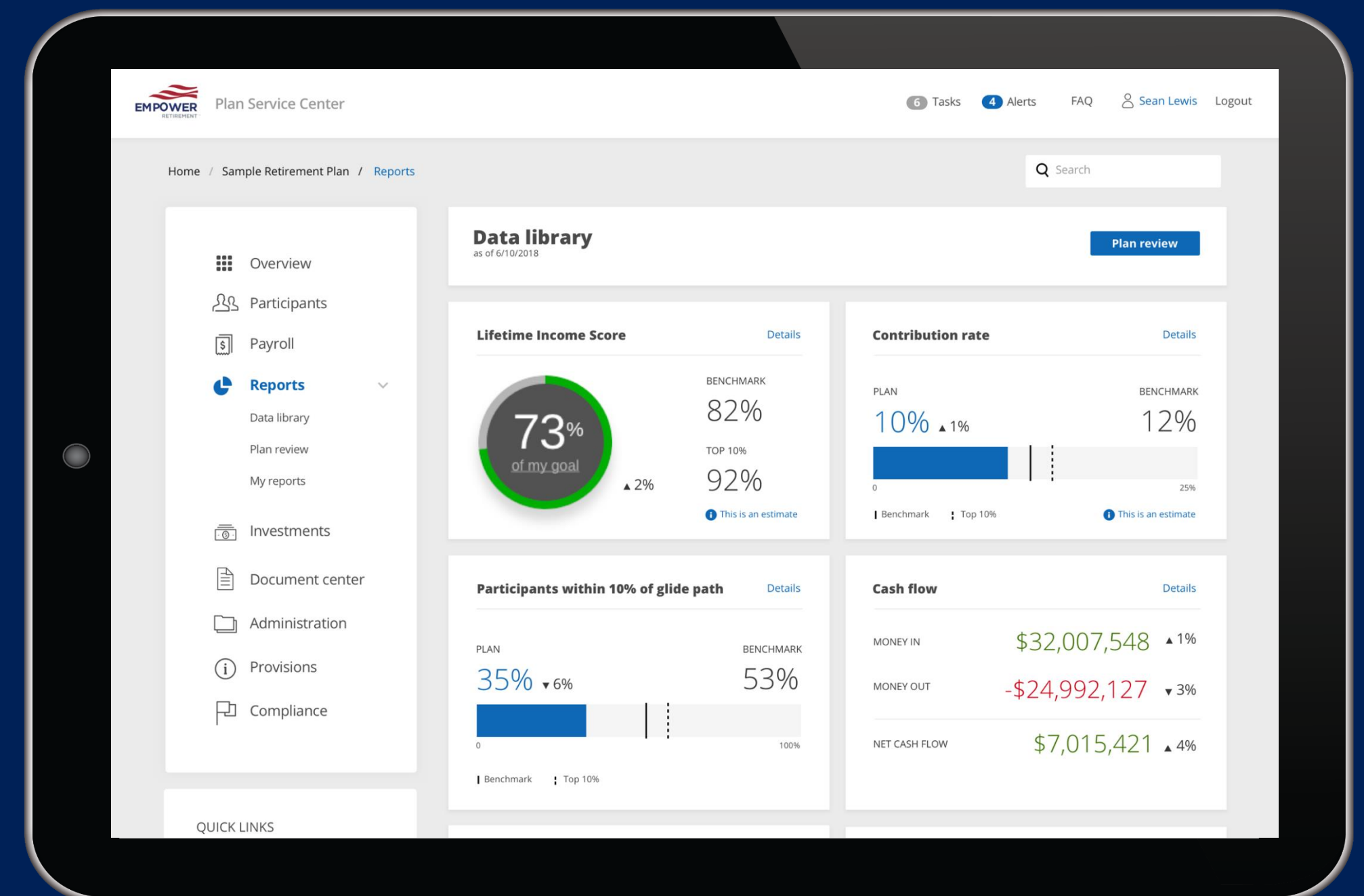
COMPREHENSIVE  
SERVICES



PLAN DESIGN  
REVIEW



COMPLIANCE  
EDUCATION



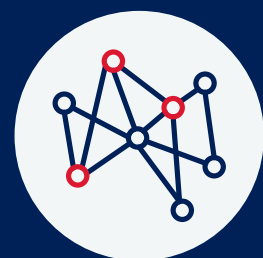
FOR ILLUSTRATIVE PURPOSES ONLY.

<sup>1</sup> As of June 30, 2021.

## Empower MORE:

Empower MORE (make operational responsibilities easy) is a suite of services designed to help you deliver a valuable retirement benefit to your employees — while making your life easier as a plan sponsor.

- Helps you manage your administrative and fiduciary responsibilities
- Uses data to ensure your employees receive required notices and educational communications
- Enables you to keep track of your plan activity in real time to help improve plan design and offers convenient, simple approval services



Empower MORE



COMPREHENSIVE  
SERVICES



PLAN DESIGN  
REVIEW



COMPLIANCE  
EDUCATION

## SERVICES

- Eligibility tracking
- Online enrollment
- Auto-enrollment and auto-increase tracking
- Deferral recordkeeping
- Beneficiary tracking
- Beneficiary verification
- Loan processing and monitoring
- Distributions and withdrawals
- Hardship withdrawals
- Safe harbor hardship approvals\*
- Incoming rollover approvals
- Qualified domestic relations order (QDRO) approvals

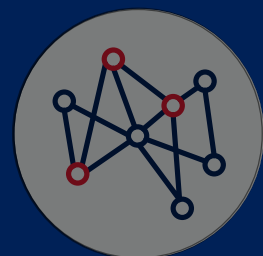
## NOTICE DELIVERY

- Annual qualified default investment alternative (QDIA) notice\*
- Annual participant fee disclosures (404a5)
- Fund changes
- Auto-enrollment notices
- Safe harbor notices\*
- Employee statements
- Required minimum distributions (RMDs)

\*Not available for all plan types

## Comprehensive administrative services:

- Our Plan Service Center, a comprehensive resource for administering your plan, managing transactions and generating reports conveniently
- Eligibility tracking and year-end testing when you use a payroll data interchange (PDI) file
- Payroll Bridge™, which streamlines contribution processing by integrating with your payroll provider and includes dedicated programming support
- An employee emulator for view-only access to employee accounts
- Contribution monitoring to reduce the risk of delayed payroll processing and fiduciary audits
- Support from a dedicated programmer who can assist with loan, hardship and qualified domestic relations order (QDRO) approval services



Empower MORE



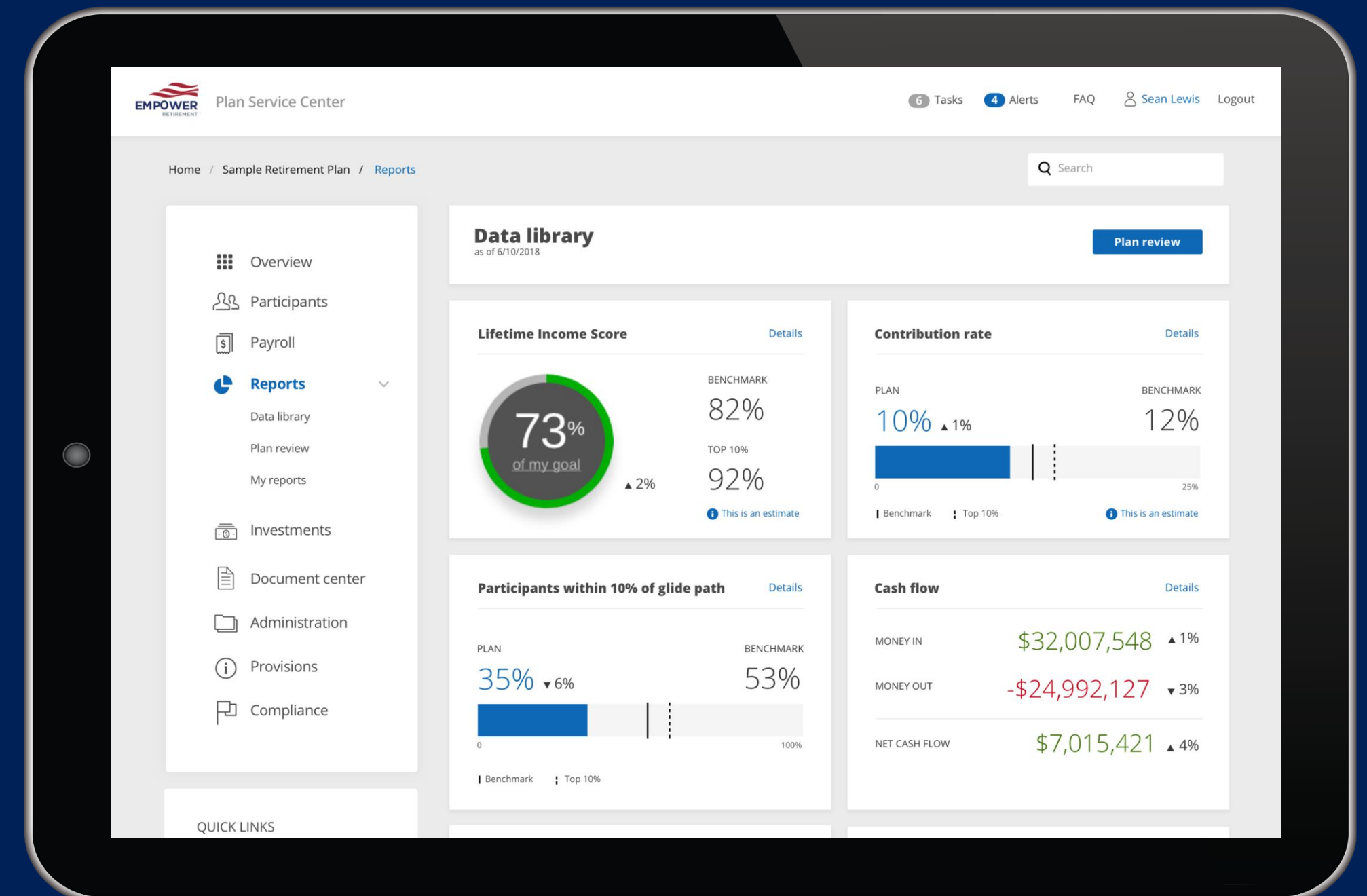
COMPREHENSIVE  
SERVICES



PLAN DESIGN  
REVIEW



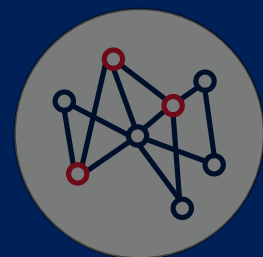
COMPLIANCE  
EDUCATION



FOR ILLUSTRATIVE PURPOSES ONLY.

## Plan design review:

- Ongoing insight and assistance, including up-to-the-moment information on retirement law changes as they happen
- Supported by PlanVisualizer™ tool and ERISA services
- Comprehensive IRS/Department of Labor plan testing and compliance counseling
- On-demand testing available



Empower MORE



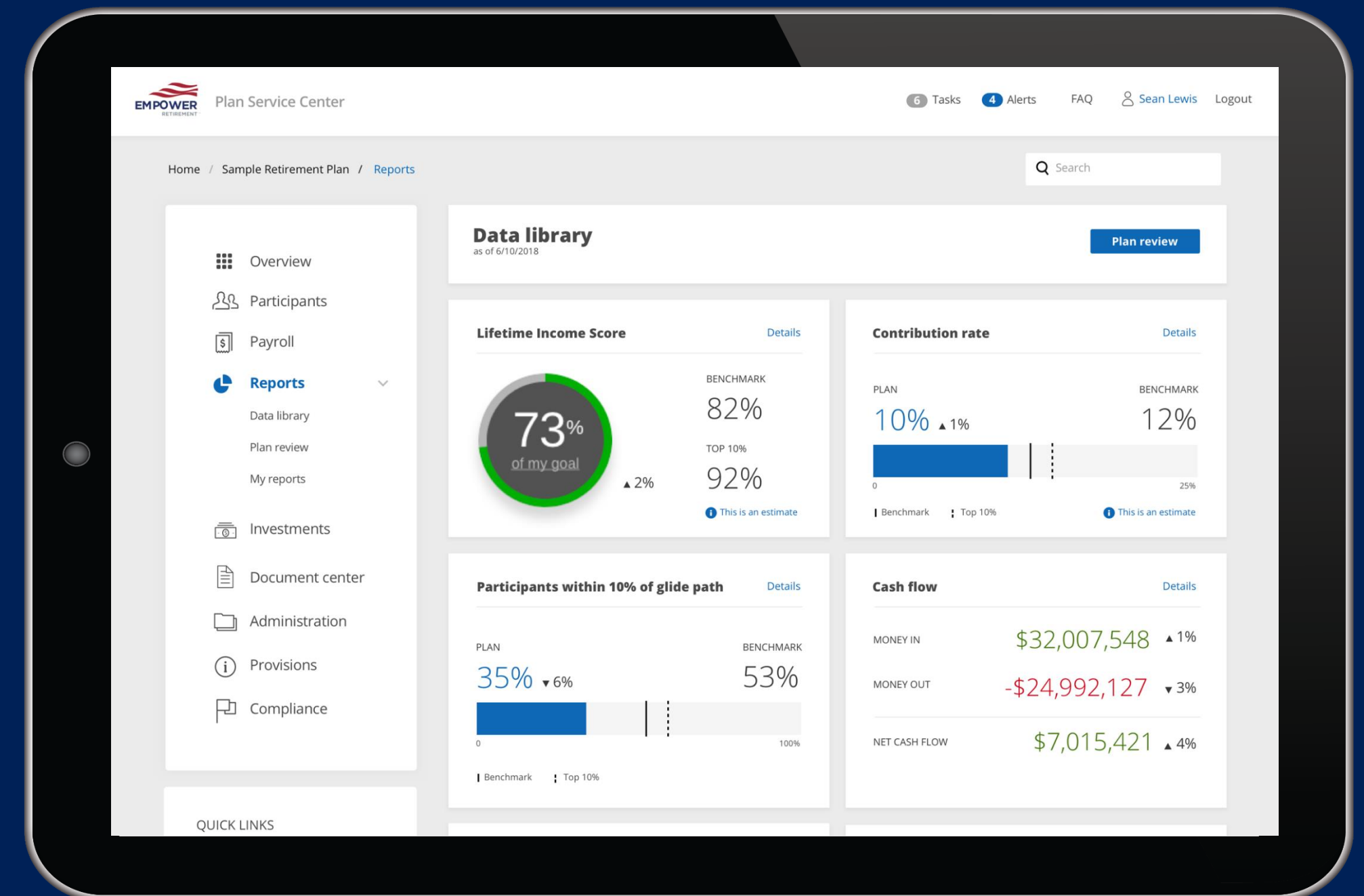
COMPREHENSIVE  
SERVICES



PLAN DESIGN  
REVIEW



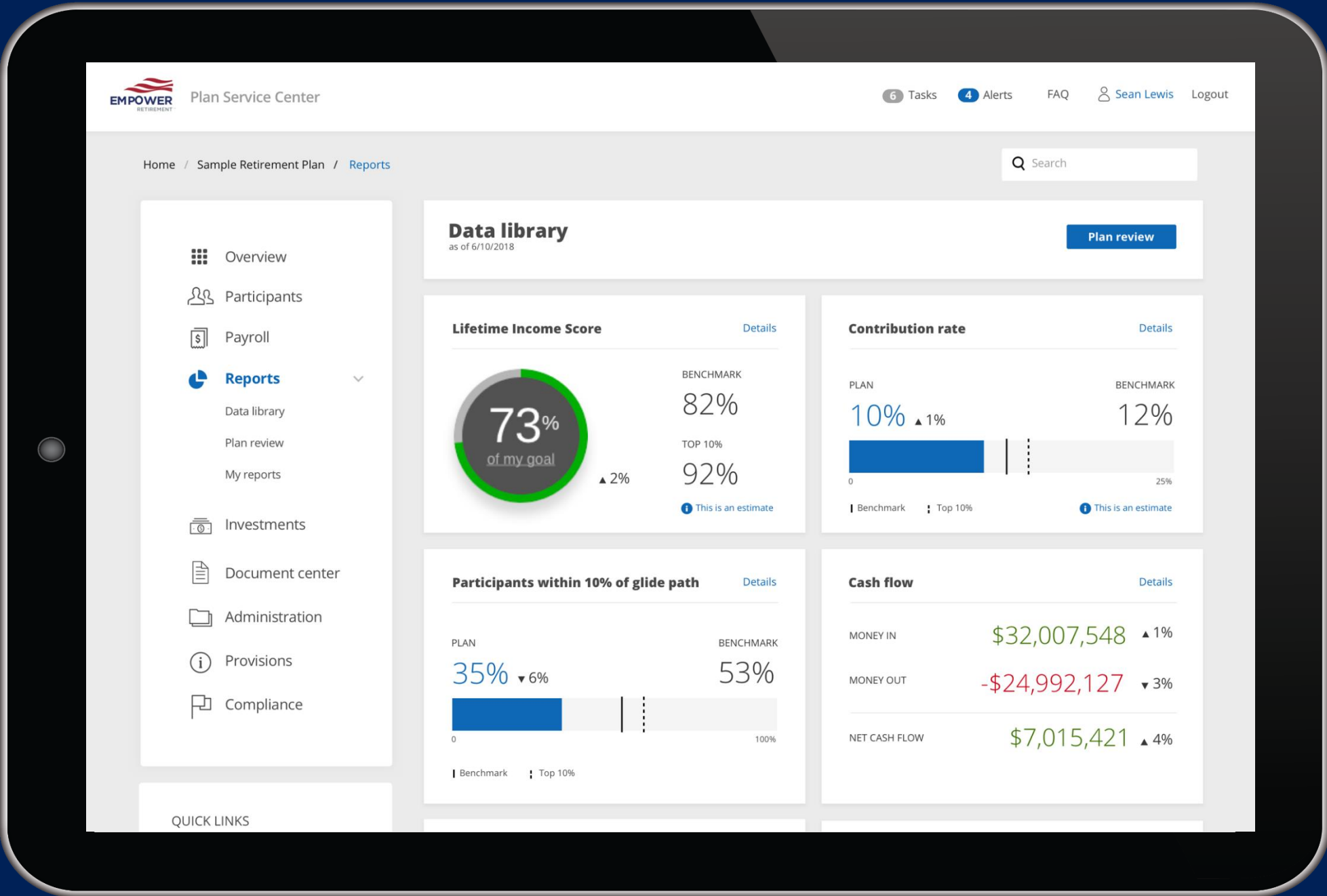
COMPLIANCE  
EDUCATION



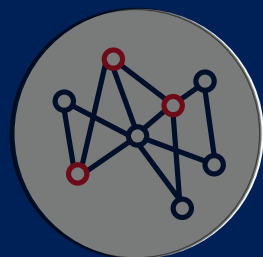
FOR ILLUSTRATIVE PURPOSES ONLY.

Compliance education:

- Quarterly webinars that provide an update on key legislative and regulatory issues from Washington and their impact on retirement plans
- Regulatory updates that provide you with information and tools to help you meet your fiduciary responsibilities
- Prototype plan document maintenance (as needed)



FOR ILLUSTRATIVE PURPOSES ONLY.



Empower MORE



COMPREHENSIVE SERVICES



PLAN DESIGN REVIEW



COMPLIANCE EDUCATION

# Simplified administration with a modern technology platform

- SOC 2 certification
- An innovative, responsive proprietary system
- Scale and flexibility that leverage cloud technology
- Immediate transaction updates and reporting
- Integrated recordkeeping and trust data
- Empower Security Guarantee: our promise to restore account losses caused by unauthorized transactions that occur through no fault of the employee.<sup>1</sup>



## SECURITY GUARANTEE

<sup>1</sup> For more information regarding account security and the Security Guarantee's conditions, visit [empowermyretirement.com](https://empowermyretirement.com) and click on *Security Guarantee* at the bottom of the page.

FUND PARTNERS

# Empower Select™ offers you a diverse platform of investment options and advice strategies

Our open-architecture investment platform provides you with a complete set of investment choices designed to make it easier for your employees to succeed. We have carefully selected nearly 8,000 funds, including over 2,000 that are zero-revenue funds.



The fund companies listed are a part of the Empower Fund Partner Program. With the exception of Putnam and Empower Investments, the fund companies listed are not affiliated with Empower Retirement, LLC or its affiliates.

ADDITIONAL FUNDS AVAILABLE.

# A seamless retirement plan transition

Our proven comprehensive conversion process, which we’ve repeatedly tested for some of the largest plans in the U.S., ensures a smooth and accurate transition. A tenured implementation team that includes your relationship manager oversees your plan’s conversion. Working as a cohesive unit from start to finish, this team prepares a detailed project plan, resolves issues, and provides resources and guidance.

| PHASE | OPERATIONAL                                                                                                                                            | COMMUNICATIONS                                                                                                                                                                                                                                                                                                       |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | We learn your needs, review plan provisions and plan documents, and build a project plan.                                                              | Announcement and conversion timelines are developed.                                                                                                                                                                                                                                                                 |
| 2     | To begin the conversion, we work with the current recordkeeper, test the payroll file, finalize plan documents and configure the system for your plan. | Announcements are made to all employees, a timeline with key dates is delivered and conversion communications are produced. <ul style="list-style-type: none"><li>• Employee conversion announcements are sent.</li><li>• Enrollment materials are developed.</li><li>• One-to-one meetings are available.</li></ul> |
| 3     | To finalize the conversion, we receive assets, reconcile records, upload data and then launch your plan.                                               | New enrollment materials are launched and on-site educational meetings begin. <ul style="list-style-type: none"><li>• A Plan is Live announcement and welcome guide are sent.</li><li>• An ongoing communications plan is developed.</li></ul>                                                                       |

92%  
IMPLEMENTATION  
SATISFACTION<sup>1</sup>

1 Empower data as of January 4, 2021.

# It's time to look at retirement planning differently

Thank you for considering  
Empower

For more information:  
877-630-4015 | [empower.com](https://empower.com)

IMPORTANT: The projections or other information generated on the website by the investment analysis tool regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results and are not guarantees of future results. The results may vary with each use and over time.

Point-in-time advice provided by an Empower representative may help account owners with reviewing investment options, consolidating outside retirement accounts and rollovers, and providing retirement investment advice and education related to financial goals.

IMPORTANT: The projections or other information generated by MoneyGuidePro regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. MoneyGuidePro results may vary with each use and over time. Empower Retirement, LLC and its affiliates are not responsible for the third-party content provided.

Putnam is affiliated with Empower Retirement, LLC and its affiliates.

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Unless otherwise noted: Not a Deposit | Not FDIC Insured | Not Bank Guaranteed | Funds May Lose Value | Not Insured by Any Federal Government Agency



# **CITY OF JONESBORO EMPLOYEE 457B PLAN INFORMATION SHARING EVENT**

**FRIDAY, SEPTEMBER 29TH**

**CHOOSE ONE OF THREE 30-MINUTE SESSIONS TO  
ACCOMMODATE YOUR SCHEDULE:**

**SESSION 1: 10:00AM - 10:30AM**

**SESSION 2: 10:45AM - 11:15AM**

**SESSION 3: 11:30AM - 12:00PM**

## **WHY ATTEND?**

**SECURE YOUR FINANCIAL FUTURE  
TAX-ADVANTAGED SAVINGS  
RETIREMENT PLANS MADE EASY**

**DISCOVER HOW A 457B PLAN CAN BENEFIT YOU!**

**LIGHT REFRESHMENTS WILL BE SERVED. DON'T MISS  
YOUR OPPORTUNITY TO TAKE CONTROL OF YOUR  
FINANCIAL FREEDOM!**

**PLEASE RSVP TO SHELBY BENTLEY BY SEPTEMBER 25**





# CITY OF JONESBORO, GEORGIA COUNCIL

## Agenda Item Summary

Agenda Item #

6.9

- 9

COUNCIL MEETING DATE  
October 2, 2023

**Requesting Agency (Initiator)**

Office of the City Manager

**Sponsor(s)**

Community Development Director Allen

**Requested Action** (Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)

Discussion regarding recent Public Works Department activities.

**Requirement for Board Action** (Cite specific Council policy, statute or code requirement)

Update from Public Works on Necessary City Services

**Is this Item Goal Related?** (If yes, describe how this action meets the specific Board Focus Area or Goal)

Yes Safety, Health and Wellbeing

**Summary & Background**

(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)

Recently, Mayor Pro Tem Messick requested an update on recent Public Works Department activities, including street maintenance.

I would also appreciate an update from public works on:

1. The landscaping contractor
2. Delays in leaf and limb pickup
3. Plans for leaf pickup as fall is rapidly approaching
4. Equipment repair progress
5. Planned Maintenance / repairs for the playground at Lee Street

John Burdin responded with the following:

1. The landscaping contractor.....
  - Earthworx continues to improve the landscape at JCC
  - The weed control in beds has improved significantly.
  - Edging both soft and hardline looks great.
  - One area that has been somewhat of an issue is the Kudzu on the backside of PD. we are working closely with them to continue to improve this area
  - The turf is looking good and being maintained at proper cutting height for this property and frequency.
  - Pine straw application is scheduled for Mid. November.
2. Delays in leaf and limb pickup.....
  - We currently have 2 leaf/limb work orders older than 2 days. Both addresses are out of compliance to which I have attempted to or made contact with citizen in attempts to settle the issue. We continue to make attempts to notify our citizens to make sure they call in to City Hall to be placed in our work order system. We also

### FOLLOW-UP APPROVAL ACTION (City Clerk)

**Typed Name and Title**

Melissa Brooks, Interim City Clerk

**Date**

October, 2, 2023

**Signature**

**City Clerk's Office**

## 3. Plans for leaf pickup as fall is rapidly approaching.....

- Over the last 5 weeks crews have cleaned over 76,320 linear feet (14.45 miles) of curb and gutter. Many of these roads had years of build-up of silt, mud, and organic matter. We have started this cleanup in preparation for leaf season. Doing this will enable us to vacuum leaves/straw without silt/mud clogging our vacuum and thus improving efficiency.

## 4. Equipment repair progress....

- As many of you know our fleet of vehicles and equipment is aged and much of it is in disrepair. We continue working with some of our vendors in both purchasing parts to perform repairs/maintenance ourselves or have the vendors provide quotes or make repairs.

## 5. Planned Maintenance/ repairs for the playground at Lee Street.....

- We have meeting scheduled for 9/26 with Playground Creations to get pricing for needed playground repairs.

**Fiscal Impact***(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)*

n/a

**Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

- public works update for 10-2-23 meeting

**Staff Recommendation** *(Type Name, Title, Agency and Phone)*

None

Update for council Meeting 10/2/23

1. The landscaping contractor.....

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2. Delays in leaf and limb pickup.....

- We currently have 2 leaf/limb work orders older than 2 days. Both addresses are out of compliance to which I have attempted to or made contact with citizen in attempts to settle the issue. We continue to make attempts to notify our citizens to make sure they call in to City Hall to be placed in our work order system. We also continue to notify our citizens on the policies of size limits of diameters of branches and size limits of piles.

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- Over the last 5 weeks crews have cleaned over 76,320 linear feet (14.45 miles) of curb and gutter. Many of these roads had years of build-up of silt, mud, and organic matter. We have started this cleanup in preparation for leaf season. Doing this will enable us to vacuum leaves/straw without silt/mud clogging our vacuum and thus improving efficiency.

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