



# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

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## NOTICE OF REGULAR MEETING AND AGENDA

### Marin Local Agency Formation Commission

Wednesday, January 8, 2020

Marin Clean Energy | Charles McGlashan Room | 1125 Tamalpais Avenue, San Rafael, California

#### **9:00 A.M. CALL TO ORDER BY CHAIR**

#### **ROLL CALL BY COMMISSION CLERK**

#### **PUBLIC OPEN TIME**

This portion of the meeting is reserved for persons desiring to address the Commission on any matter not on the current agenda. All statements that require a response will be referred to staff for reply in writing or will be placed on the Commission's agenda for consideration at a later meeting. Speakers are limited to three minutes.

#### **BUSINESS ITEM (discussion and possible action)**

1. Authorization for Executive Officer Jason Fried to Enter into an Agreement on Behalf of Marin LAFCo with ADP for Payroll Services Beginning January 10, 2020.

#### **PUBLIC HEARING ITEM**

2. Strategic Planning Workshop

A. Progress and Accomplishments of Marin LAFCo

Setting context by reflecting on successes, changes, trends, dissatisfactions over 18 months.

B. Progress on Meeting Desired Public Value for Marin LAFCo

Examine advancement of the desired public value of Marin LAFCo and its contributions to the community with a focus on key LAFCo responsibilities: MSRs and Spheres.

- Feedback on Municipal Service Reviews; potential improvements
- Value of MSRs in Sphere of Influence updates
- Review of SOI policy and implications of a Sphere
- Potential LAFCo issues on the horizon

C. Commission Goals and Priorities: Two Years

Discuss specific goals and priorities in the next 24 months with a focus on desired outcomes for the Commission.

- Working group(s) on upcoming specific issues

D. Work Plan

- Review short-term outcomes and priorities, and refine any work plan changes for staff

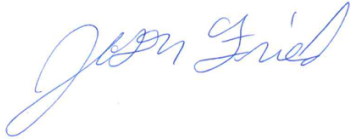
E. Concluding Thoughts

- Reflection on the day

**ADJOURNMENT TO NEXT MEETING**

Thursday, February 13, 2020 | 7:00 P.M.

Marin Clean Energy | Charles McGlashan Room | 1125 Tamalpais Avenue, San Rafael, CA



Attest: Jason Fried  
Executive Officer

Any writings or documents pertaining to an open session item provided to a majority of the Commission less than 72 hours prior to a regular meeting shall be made available for public inspection at Marin LAFCo Administrative Office, 1401 Los Gamos Drive, Suite 220, San Rafael, CA 94903, during normal business hours.

Pursuant to GC Section 84308, if you wish to participate in the above proceedings, you or your agent are prohibited from making a campaign contribution of \$250 or more to any Commissioner. This prohibition begins on the date you begin to actively support or oppose an application before LAFCo and continues until 3 months after a final decision is rendered by LAFCo. If you or your agent have made a contribution of \$250 or more to any Commissioner during the 12 months preceding the decision, in the proceeding that Commissioner must disqualify himself or herself from the decision. However, disqualification is not required if the Commissioner returns that campaign contribution within 30 days of learning both about the contribution and the fact that you are a participant in the proceedings. Separately, any person with a disability under the Americans with Disabilities Act (ADA) may receive a copy of the agenda or a copy of all the documents constituting the agenda packet for a meeting upon request. Any person with a disability covered under the ADA may also request a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting. Please contact the LAFCo office at least three (3) working days prior to the meeting for any requested arraignments or accommodations.

**Marin LAFCo**

Administrative Office  
1401 Los Gamos Drive, Suite 220  
San Rafael California 94903

T: 415-448-5877  
E: [staff@marinlafco.org](mailto:staff@marinlafco.org)  
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# Marin Local Agency Formation Commission

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## AGENDA REPORT

January 8, 2020

Item No. 1 (Business)

**TO:** Local Agency Formation Commission

**FROM:** Jason Fried, Executive Officer

**SUBJECT:** Authorization for Executive Officer Jason Fried to Enter into an Agreement on Behalf of Marin LAFCo with ADP for Payroll Services Beginning January 10, 2020

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### Background

In early December we were informed by Marin County that they are going to stop doing benefits and payroll services for outside agencies. The County has been working with ADP to take over these services for us.

There are two parts, payroll and benefits, that will be transferred from the County to LAFCo that ADP will be responsible for handling. These two items are being transferred at different times. The first part is the payroll aspect. LAFCo staff will need to start entering in our own information into the ADP system and then ADP will issue paychecks to LAFCo employees. The County will help in setting up the initial process of this to help with the transition. They want the payroll transition to occur with the first payroll of 2020, which is set to occur on Jan. 10<sup>th</sup>, 2020. The desire to do this with the first payroll deals with yearly reporting issues that are based on the calendar year. Having two different payroll systems makes it much more complicated when the end of year reporting takes place. The second part is the benefits side of our system. Marin LAFCo employees will still be able to get Marin County benefits but Marin LAFCo will be responsible for paying the vendors for these services. This second part is not ready yet, as the County is still working with ADP to get this part of the program ready, so they will continue to handle this for LAFCo until ADP is ready to take over these services.

The County has told LAFCo that between a combination of the County and ADP, our first 8 months of fees will be free to us, and the County is still looking to see if there is a way to have months 9-12 be free as well. The cost for the payroll part, once LAFCo needs to start paying for services, is \$67.86 per month. The County is still working with ADP on pricing for the benefits side and at the time of the writing of this staff memo that information was not yet known.

Staff asked Best Best and Krieger (BBK) to review the attached agreement with ADP. They made the following comments on the agreement:

- Section 1.B – Commission should be aware this section states the Commission is responsible for retaining its own copies of all documentation/information.
- Section 4.A – Commission should be aware the set forth in the sales order will remain fixed for the first six months following the effective date, and thereafter, ADP may modify the fees on an annual basis upon thirty (30) days prior written notice.

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#### Administrative Office

Jason Fried, Executive Officer  
1401 Los Gatos Drive, Suite 220  
San Rafael, California 94903  
T: 415-448-5877 E: [staff@marinlafco.org](mailto:staff@marinlafco.org)  
[www.marinlafco.org](http://www.marinlafco.org)

Damon Connolly, Regular  
County of Marin

Judy Arnold, Regular  
County of Marin

Dennis Rodoni, Alternate  
County of Marin

Sashi McEntee, Chair  
City of Mill Valley

Sloan Bailey, Regular  
Town of Corte Madera

Barbara Coler, Alternate  
Town of Fairfax

Craig K. Murray, Vice Chair  
Las Gallinas Valley Sanitary

Lew Kious, Regular  
Almonte Sanitary District

Tod Moody, Alternate  
Sanitary District #5

Larry Loder, Regular  
Public Member

Chris Skelton, Alternate  
Public Member

- Section 4.A – Require removal of the 1.5% interest penalty for failure to pay amounts due based on the fact the Commission should never agree to penalty provisions.
- Section 7.A-B – This section is basically a disclaimer of all warranties stating ADP provides the services on an “AS-IS” basis and will not be liable for loss or damages arising out of, among others, errors, bugs, or other defects of their software, loss, damage or unauthorized access to data, mistakes, etc. Though this provision is not preferred, it is unclear what leverage the Commission has to make any revisions to this.
- Section 8.B – This section limits ADP’s indemnity obligations to only instances where third-parties allege infringement of their IP rights. I would generally recommend a more expansive indemnity provision but it is again unclear what leverage the Commission has to make any revisions to this.
- Section 11.A-D – This section limits the liability of ADP by limiting both monetary damages ADP can be liable for and disclaiming liability for consequential damages. I generally recommend not agreeing to any monetary caps on liability, but it is again unclear whether the Commission has sufficient leverage to make any revisions to this provision.
- Section 15.H – Change governing law from New York to California.

Given the short time frame to turn this around and on advice from BBK, LAFCo staff asked ADP to amend the agreement on just the two items highlighted. ADP’s response was they will not negotiate on the agreement.

While we do not know the full costs of all services and all parts of the agreement are not what we would want to see in an agreement, given that at a minimum either the County or ADP will be covering our costs for the first eight months, staff would suggest moving forward with the agreement as is. Staff will be suggesting later in the agenda during the workshop that a project for staff in the coming year will be the review and research into other providers of these services for calendar year 2021 just to see if we have other options available for us that better fit LAFCo needs.

#### **Staff Recommendation for Action**

1. Staff Recommendation – Authorize the Executive Officer to sign the attached agreement with ADP.
2. Alternate Option - Do not approve the attached agreement and give staff instruction on what the Commission would like to do.

#### Attachment:

1. Agreement with ADP



<b>Company Name:</b> MARIN LOCAL AGENCY FORMATION COMMISSION		<b>Order Type:</b> New Client		<b>Branch:</b>	
		<b>Order Date:</b> 12/12/2019		<b>Company Code:</b>	
				<b>ID:</b>	
<b>Address:</b>	<b>Delivery</b> 1401 Los Gamos Dr Suite 220 San Rafael, CA 94903-1809	<b>Legal</b> 1401 Los Gamos Dr Suite 220 San Rafael, CA 94903-1809	<b>Tip Establishment:</b> No		
			<b>Legal Entity:</b> Corporation		
<b>Payroll Contact(s)</b>	Jason Freid (415) 578-2304	LaGreta Toney (415) 473-3668			
<b>Phone(s)</b>					
<b>Mobile 1</b>					
<b>Mobile 2</b>					
<b>Fax #</b>					
<b>Client Email Address</b>	jfreid@marinlafco.org				
<b>Est. First Input</b> 01/06/2020 Monday	<b>Est. First Check</b> 01/07/2020 Tuesday	<b>Existing Balances</b> (has the client processed a payroll with a check date in the calendar year they will start with ADP?): No	<b>Input Method:</b> Internet		
			<b>Mobile Device:</b>		
			<b>Business:</b> New		

**Promotions**

**Promo1:** 6494 - Months 4, 5, 6, 7 & 8 Free  
**Total Savings with Promos:** \$735.15

Payroll Features	Control #	Frequency	Qty	One Time Fees	Per Processing Fees
RUN POWERED BY ADP® Marin Local Agency Formation Commission (Primary)	1				Sales Order Based on Paid employee(s) 3 Note: Any changes in number of employees will impact pricing
Implementation for ADP Enhanced Payroll		Once	1	\$0.00	
ADP Enhanced Payroll*		Bi-Weekly	3		\$96.95
Processing Subtotal					\$96.95
*Discount (30.0%)					<\$29.09>
Processing Total					\$67.86

Additional Features	Fees	Additional Features	Fees
Year-End W-2/1099 Information Primary Control:	\$49.95	Applied for Status (Fee Per State and Any Local ID Per Month)	\$25.00
W-2/1099 Delivery fee:	\$10.50	Applied for Status for SUI ID (Per SUI ID Per Quarter)	\$25.00
Per W-2/1099:	\$5.95	Additional Jurisdiction (Fee Per Additional State & SUI Jurisdiction Per Month)	\$7.00

By initialing to the left, you consent to ADP calling you at the telephone number you provided on the sales order to provide service and support for products and services you purchased and to tell you about other and new ADP payroll and related services, via an automatic dialing system including using prerecorded messages.

**Comments**

I hereby absolve ADP, LLC, of any errors, penalties and interest payment responsibility arising from incorrect deposits, filings or payroll liability information prior to my ADP start date. **I will make all payroll tax deposits for payrolls run before setup of ADP's tax filing service.** THE SERVICES, PRICING, CONSENTS AND AUTHORIZATIONS COVERED BY THIS SALES ORDER ARE PROVIDED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF SERVICE FOR RUN POWERED BY ADP® ONLINE PAYROLL SERVICES AND ANY ACCOMPANYING EXHIBITS ("RUN TERMS"). BY SIGNING THIS SALES ORDER THAT INCLUDES THESE RUN TERMS, YOU ACKNOWLEDGE RECEIPT OF AND AGREE TO THESE RUN TERMS.

ADP Sales Associate	Date	Client Authorization	Date
<i>David Stappenbeck</i>	12/12/2019		12/12/2019

**Terms and Conditions of Service for RUN Powered by ADP® Online Services**

These Terms and Conditions of Service ("Terms") are an agreement between ADP, LLC and You. They apply to **RUN Powered by ADP®** online services ("RUN") as defined below. By subscribing to and/or using RUN, You acknowledge that you have read, understand and expressly agree to be bound by these Terms, including any modifications or updates from time to time. If You do not agree to these Terms, do not subscribe to or use RUN.

"You" and "Your" means You, Your company, Your employees and any agents You designate as "users" of RUN. You agree to be bound by these Terms, any applicable additional terms and any other terms and guidelines found throughout RUN. "RUN" or "Services" means the services which let users report their employee or other data so ADP can calculate payroll and payroll taxes and file taxes ("Tax Filing Services"), and print and deliver checks and reports, access and/or utilize ADP Marketplace services, HR411, HR Training, HR HelpDesk, HR chatbots, any third party vendors accessed through RUN, HR411 or other human resources content ("HR Services"), track employee data, access Document Vault, Time and Labor Management ("TLM") or unemployment claims services, or produce a Certificate of Insurance ("COI") based on Your current Workers' Compensation policy purchased through our affiliate, Automatic Data Processing Insurance Agency, Inc. If You choose to subscribe to and/or use any HR Services, calculator tools, pre-employment or employment background checks ("Background Checks"), Document Vault, Health Care Tax Credit Assist, unemployment claims, employment and income verification services or TLM services ("Additional Business"), or if You purchase, migrate from, upgrade, downgrade or remove any additional business, features or functionality, these services will be included in "RUN" and the "Services" hereunder and these Terms will control and be applicable to Additional Business, migrations, upgrades, features, services, downgrades or removals.

The Services, including but not limited to Background Checks, Tax Filing, Pay Card (as defined herein) and, Risk and Safety Services and Full Service Direct Deposit (FSDD)/ADPCheck (ADP pays Your employees from ADP's own bank account) are available for as long as You meet any eligibility requirements, which may include credit checks of You and Your principals, including any of Your owners, identification verification of You, Your employees and any of Your owners, and other authentication procedures. You acknowledge and agree that these credit checks and authentication procedures may be performed by ADP or a third party and ADP may disclose the information provided, including any personal information, to such third parties for this purpose, and may require that You sign additional forms. You understand and acknowledge that access to the Services shall be conditioned upon You, Your employees and any owners passing any ADP authentication and credentialing processes prior to implementation, and passing any additional credentialing or authentication that ADP may deem necessary in connection with the Services provided. You further understand that the provision of products and/or services may be modified as ADP may deem appropriate to assist ADP or any of its partners, affiliates, or subsidiaries in complying with its legal and/or regulatory obligations.

You hereby absolve ADP of any errors, penalties and interest payment responsibility arising from incorrect deposits, filings or payroll liability information prior to Your start date with ADP. You will make all tax deposits for payrolls run before setup of ADP's tax filing service.

**1. The Services**

**A. Performance Standard** ADP will perform the Services in a professional manner with personnel having such skills as required by the Services to be performed.

**B. Use of Services/Protection of Data** You will use the Services in accordance with the instructions and reasonable policies communicated to You and only for Your internal business purposes. You may not use the Services, or any software or system used to provide them, for commercial software hosting services. You may not interfere with or disrupt RUN servers, databases or any network connected to them. You may not use RUN or the services provided through or in connection with RUN to violate any law, statute or regulation; or conduct any other illegal activity; or to harvest or otherwise collect information of third parties, including e-mail addresses, without their express consent. You will not provide, directly or indirectly, any of the Services or any part thereof, including any contents, information, tools, calculators and resources, to any party other than Yourself. ADP will take reasonable precautions to prevent the loss of or alteration to Your data files in its possession including employing regular back-up procedures, but ADP does not guarantee against any loss or alteration of Your data. ADP is not and will not be Your record keeper so, to the extent You believe it necessary, You will keep copies of all documents or information delivered to ADP in connection with the Services. You are responsible for maintaining and

backing-up any information You are providing or using in connection with RUN.

**C. Payment Services** If You are receiving any of the Services that require ADP to debit funds from Your account to pay Your third-party payment obligations (e.g., Tax Filing, GPS, FSDD Services, TotalPay or Payroll Card or other pay card (hereafter "Pay Card"), Pay-by-Pay, 401K and/or ADPCheck Services) ("Payment Services"), You will have sufficient, collected funds in Your account within the deadline established by ADP to satisfy all third-party payment obligations and any ADP fees for Services. Payment Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). ADP and You agree to comply with the NACHA rules applicable to it with respect to the Payment Services. ADP may commingle Your impounded funds with other clients', ADP's or ADP-administered funds of a similar type. **ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BELONG TO ADP.** You acknowledge and agree that ADP will, with respect to the provision of the Pay Card services, provide You with Pay Card marketing materials that You can make available to Your employees, and implementation of Pay Card as a direct deposit option for Your employees. You also acknowledge and agree that the FSDD provisions of this Agreement will apply to Pay Cards.

**D. Accuracy of Your Information, Review of Data** All Services provided to You will be based on information provided to ADP by You and/or Your employees (including proof of federal, state and local tax identification numbers and payroll history). You agree to provide accurate, complete and timely information and documentation needed by ADP to perform the Services. The person agreeing to these Terms or any other person designated in writing by that person, is Your authorized payroll contact from whom ADP will take all instructions. ADP will not be liable for following such instructions. You agree to have someone other than Your designated payroll contact promptly and thoroughly review Your disbursement reports to help You spot and correct errors and inconsistencies and help prevent fraud. You agree to promptly review all disbursement records, certificates (including any COI's generated by You) and other reports You receive from ADP or that You produce or generate in connection with RUN, for validity and accuracy. You will promptly deliver to ADP any information regarding Your payroll, employees and any other information or materials of Yours, regardless of form (e.g., images, graphics, text, custom reports, etc.), to be included in the Services, whether included by ADP as part of its setup or other Services or by You or any of Your employees ("Your Client Content"). Your Client Content will be in an electronic file format specified by and accessible to ADP. Upon completion of any setup or other Services or any request for custom reports, You will review Your Client Content provided to ADP as included in the Services. By commencing "live" processing or using the Services, You confirm that Your Client Content is accurate and complete. ADP will have no liability to You for any errors or inaccuracies in Your Client Content included in the Services that was provided by You, or should have been reviewed and approved by You and You agree to indemnify and hold ADP harmless for any damages resulting from Your or Your employees' failure to provide accurate information. ADP may also perform other services related to RUN that You may request (e.g., training, custom reports, Background Checks, TLM services, HR Services, Health Care Tax Credit Assist, unemployment claims processing, Risk and Safety Processing, employment and income verification, etc.), and such services will be covered by this Agreement at ADP's then current fees, if applicable. Certain of the Services to be provided by ADP may be provided by subsidiaries or affiliates of ADP, LLC or by ADP's subcontractors, and ADP will be responsible for the performance of those subsidiaries, affiliates and subcontractors.

**E. Responsibility for Compliance with Laws** The Services are designed to help You comply with applicable laws and governmental regulations. Nevertheless, You (and not ADP) will be responsible (i) for Your compliance with all laws and governmental regulations affecting Your business generally, including any rules and regulations applicable to ADP regarding trade sanctions, export controls or trade with prohibited parties and (ii) for any use You make of the Services to help You comply with any applicable laws and governmental regulations. You will not rely on use of the Services to comply with any laws and governmental regulations. Many federal, state and local laws, rules and regulations, impose additional requirements, such as employers must obtain consent from their employees, in connection with direct deposit and/or the use of electronic statements. These laws vary and it is Your responsibility to ensure You are compliant with these laws regarding electronic statements and obtaining any consents, including for Print On Demand capabilities, providing on-line access at Your work site, and direct deposit, as well as for complying with any other applicable federal, state, local or other laws and governmental regulations affecting Your business. You represent that You verified the identity of each of Your employees to whom You will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). You also acknowledge that You alone are responsible for the designation of an individual or vendor as a "contractor" and ADP will have no liability for Your

designation(s). No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

**Important Tax Information (IRS Disclosure):** Notwithstanding Your engagement of ADP to provide ADP Tax Services, You are responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for Your 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. 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. State tax authorities generally offer similar means to verify tax payments. You may contact appropriate state offices directly for details.

F. FSDD/ADPCheck/Pay Card For FSDD and Pay Card Services, before the first credit to the account of any employee or other individual (a "Payee"), You will get a signed and valid payee authorization from the Payee (a "Payee Authorization") which will be in a form acceptable to ADP and comply with NACHA rules and applicable law and shall authorize the initiation of credits to the Payee's account and debits of such account to recover funds credited to the account in error. You will retain a copy of each Payee Authorization during the period the Payee Authorization is in effect and for two years after and will provide a copy to ADP upon request. You agree not to distribute any ADPChecks to Payees before 4:00 p.m. local time on the banking day immediately before pay date. You also agree to cooperate with ADP to recover funds credited to any Payee's account in error. If You want to stop payment on any ADPCheck, You will provide ADP with a written stop payment request in the form provided by ADP. ADP will, within 24 hours of receipt of the request, place a stop payment order with ADP's bank. You will not request ADP stop payment on any ADPCheck which represents funds to which a Payee is rightly entitled. You agree to indemnify, defend and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever from stopping payment on any ADPCheck requested by You and from and against all actions, suits, losses, claims, damages, charges and expenses including attorney's fees, in any claims or suits arising because of a request to stop payment, including claims made by a "holder in due course" of such check. If You subscribe to the use of any Pay Card Services, You also agree to the Pay Card Services terms attached to these Terms as Exhibit A, which are incorporated into these terms as if fully set forth. By agreeing to or signing these Terms You acknowledge receipt of the Pay Card terms in Exhibit A and agree to perform all obligations set forth in Exhibit A.

G. Background Checks will be provided by ADP Screening and Selection Services, Inc. ("SASS"), an affiliate of ADP. If You ask for and are given access to receive Background Checks Services, as may be modified, enhanced or changed by ADP from time to time, ADP will provide You with operating guidelines with the procedures for Your use of the Background Check Services (the "Guide"). You will be required to pass the SASS credentialing process. If You do not pass this process, ADP may require additional information or deny access to the Background Check Services. You understand that the Guide may be amended from time to time by ADP and You will have access to such amendments online. You acknowledge that You have internet access so You can access the Guide as made available by ADP. You will sign and deliver to ADP any documents and forms ADP deems necessary to provide You with the Background Check Services under any requirements of governmental data sources and consumer reporting agencies for which ADP is a reseller, or under applicable laws and regulations. Subscription-based programs are not available to organizations providing staffing-related services, property management companies or resellers (i.e., companies who do background checks for other companies) and are only available for employment screening. ADP will abide by all of the provisions of the Fair Credit Reporting Act, as amended ("FCRA"), as applicable to the obligations of ADP acting as a consumer reporting agency in providing Background Check Services. ADP will follow reasonable quality assurance procedures with respect to obtaining reports hereunder. However, You recognize that information within such reports is obtained and managed by fallible sources and ADP does not guarantee or ensure the accuracy or depth of information provided. The parties acknowledge and agree that ADP will not be deemed to be providing legal advice to You in connection with the Background Check Services or any HR Services. You understand that the Background Check Services made available to You through a subscription-based program will have applicable limits, as indicated on Your Sales Order or similar document, and that there are additional fees when ordering a New York Consolidated Criminal History Report and/or when a search requires a New York county criminal history search. To the extent that You order Background Checks which exceed or differ from the number and type included in Your Services, You will be charged by SASS for the amounts due for the excess number or different services. You agree to pay ADP for Background Checks You order that are not included in Your Services, as well as for applicable fees when ordering a New York Consolidated Criminal History Report and/or when a search requires a New York county criminal history search. You acknowledge that

so long as You have access to Background Check Services, You will have access to all Reports ordered through the SASS background site for at least one year (unless we tell You a of a shorter period). It will be Your responsibility to save or print any Reports as needed for You to comply with Your hiring and/or document retention policies. ADP will not deliver copies of Reports to You once such Reports are no longer available within the SASS background screening site or after termination of the Background Check Services or this Agreement, except as required by law. ADP will make available additional accounts to You upon Your written request. You will provide any information ADP requires for establishing additional accounts. You will ensure that the additional accounts established at Your request by ADP are for employment purposes only, and only in accordance with applicable law. You will ensure that the additional accounts and all information received from ADP is used in strict compliance with the applicable provisions of all federal, state and local laws and international law and all regulations promulgated under any of them, including, but not limited to, the FCRA, the Americans with Disabilities Act (ADA 1990), all equal employment opportunity laws and regulations, to the extent applicable, the Drivers Privacy Protection Act and Federal Equal Credit Opportunity Act, and any specific country (a "Privacy Law"), whether or not deriving from the EU Data Protection Directive 95/46/EC (the "Directive"). In the event and to the extent of any conflict between the terms and conditions of this Section and applicable law, the provision(s) of applicable Privacy Law will govern. In order for ADP to provide the Services hereunder, You will provide ADP with [Personal Information] pertaining to Your employees and former employees as well as beneficiaries, agents, consultants, contractors, vendors, candidates and other individuals whose Personal Information is needed in connection with the Services ("Data Subjects"). "Affiliate" means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and action of an entity by means of ownership, contract or otherwise. You represent and warrant that this Personal Information has been collected in accordance with applicable Privacy Laws and that You have the authority to provide such data to ADP for processing as contemplated by this Agreement. Each of You and Your Affiliates act as the "Controller" (as defined in the Directive), and each of ADP and its Affiliates and subcontractors providing Services act as the "Processor" (as defined in the Directive). In its capacity as the Controller and also on behalf of its Affiliates (each as a Controller with respect to its employees), You confirm that You are duly empowered to grant ADP and ADP's Affiliates and subcontractors, each as a Processor, the right to access and process Data Subjects' Personal Information for the purposes of this Agreement so that each such Affiliate of Yours shall be considered as having directly empowered ADP and each ADP Affiliate or subcontractor. You and Your Affiliates, as the respective Controller(s), will determine the purposes of collecting, processing, and otherwise using Personal Information of the Data Subjects (as defined below) and ADP will process such information only in accordance with the Sales Order or other pricing documentation and reasonable instructions received from You from time to time in connection with the Services. ADP will at all times have implemented appropriate operational, technical and organizational measures that are reasonably designed to protect Personal Information received from You against accidental or unlawful destruction, alteration or unauthorized disclosure or access. Such measures will ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of implementation. In order to perform the Services, Personal Information may be processed (including access and hosting) by ADP, its Affiliates or its subcontractors (collectively, "Subprocessors") in countries that do not have laws that have been deemed adequate by the European Commission, including USA, Australia, Tunisia, the Philippines and India, provided ADP and its Affiliates have implemented reasonable safeguards to protect Personal Information with regard to all such processing, and provided further that: (a) ADP will exercise appropriate due diligence in selecting Subprocessors and remain responsible for the quality of the Services and the Subprocessors' compliance with the Privacy Laws applicable to data processors; (b) at Your request, ADP will provide You with reasonable information as to (i) the identity of the Subprocessors and the applicable main data flows, and (ii) the actions and measures ADP has undertaken to comply and monitor compliance with the provisions of the Privacy Laws applicable to the Subprocessors; and (c) where required by Privacy Laws and in consultation with You, ADP and You will take the necessary measures to allow lawful transfers of Personal Information to Subprocessors, including by using agreements containing standard contractual clauses or other documents or mechanisms approved by the relevant data protection authorities. ADP will provide You with all reasonable information necessary to allow You to obtain any applicable data transfer authorization in connection with the Services. You, as Data Controller, shall cooperate with ADP to ensure a timely deployment of the documentation necessary to ensure the lawful processing of the Personal Information in all countries where the Services are, or are requested to be,



provided. ADP will be entitled to suspend the relevant Services and be excused from performance, if the adequate documentation for lawful data processing is not complete. In order to enable You to fulfil Your duties under the applicable Privacy Law, ADP will, within a reasonable time of receipt, notify You of any complaint, inquiry or request (including access requests made pursuant to Privacy Laws) related to Your or ADP's obligations under applicable Privacy Laws. ADP will provide You, at Your cost, with reasonable cooperation and assistance and provide such information as may be reasonably required for the purpose of responding to Data Subjects or otherwise in order to enable You to comply with Your duties under Privacy Law in relation to such complaints, inquires and/or access requests.

#### H. TLM Products (including ezLaborManager®).

a) You will provide and install all power, wiring and cabling needed for the installation of any data or time collection devices (e.g., HandPunch, Timeclock) (the "Timeclock Equipment"). You will pay an installation and set-up fee for each unit of Timeclock Equipment if the equipment is installed on Your premises by ADP.

b) You will not make any alterations or attach any device not provided by ADP to the Timeclock Equipment. ADP will continue to own the Timeclock Equipment unless You chose the purchase option and paid ADP the full purchase price. Unless You bought and paid for the Timeclock Equipment, it will remain a separate item of personal property though attached to other Timeclock Equipment or real property and You will not remove the Timeclock Equipment from the original installation site without ADP's prior consent.

c) Upon termination or cancellation of this Agreement, TLM and/or Payroll Services, You will, at Your expense, return the Timeclock Equipment to ADP according to ADP's instructions. The Timeclock Equipment will be returned in as good condition as received by You, except for normal wear and tear. If the Timeclock Equipment is not returned within 30 days of termination, You agree to purchase it at ADP's retail price at the time of termination. If payment for the Timeclock Equipment is not received within 30 days of any demand for the return of the Equipment, ADP will be able to use any lawful remedy to enforce its rights including, debiting the account You use for ADP Services and/or sending the account to a collection agency for settlement. The terms of this Section c. will not apply if prior to the time of termination or cancellation You had already purchased and paid for the Timeclock Equipment in full.

d) ADP warrants to You that the Timeclock Equipment will be free from defects in material and workmanship at the date Timeclock Equipment is shipped and for 90 days after. ADP's sole obligation in case of any breach of any warranty contained in these Terms will be to repair or replace, at ADP's option, any defective items. This is the extent of ADP's liability for all claims related to Timeclock Equipment including contract and negligence claims, and will be Your sole remedy.

e) Maintenance services for the Timeclock Equipment (set forth below in Section f) apply automatically to Timeclock Equipment under the subscription option and any maintenance charges are already included in the monthly time and labor management subscription fees. The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price and a separate annual maintenance fee will apply. Under the purchase option, You can terminate Your receipt of maintenance services by giving ADP written notice at least 30 days before the end of the then current annual coverage period. ADP is not required to return any maintenance fees relating to a current or prior coverage period. (NOTE: If You select the purchase option but opt not to receive (or terminate) maintenance services by executing a waiver of maintenance services, any such services provided by ADP at Your request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at Your site. You will be responsible for all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

f) ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) will be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, if the Timeclock Equipment was properly installed and maintained by You and if it has been used in accordance with any documentation or terms provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from You of the Timeclock Equipment at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for You to use while ADP determines the cause of the issue with the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following will not be included in the maintenance services and will be charged at ADP's then current rates: a) Damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical or electrical stress, or causes other than normal or intended use; b) Your failure to provide and maintain a suitable installation environment; c) Any changes made to or any devices not provided by ADP attached to the Timeclock Equipment; and

d) Malfunctions resulting from use of badges or supplies not approved by ADP.

g) In order to keep the products current, ADP may perform maintenance fixes and other upgrades to the TLM products You are receiving. ADP will perform these upgrades on Your behalf for all hosted products. For non-hosted products, You will need to install the upgrade provided by ADP pursuant to the written notice provided to You.

h) The TLM Products are hosted by ADP in the United States. The TLM Products are intended for use by United States employees and to permit the transmission of data within the United States only. You are responsible for complying with all applicable data protection laws and represent that You obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP in the United States or otherwise make the ADP TLM Products available to Your employees outside the United States. The TLM Products may not be used or accessed in any way that violates any applicable international, federal, state or local laws and/or regulations.

#### I. HR Services

a) If You request and are permitted access to HR Services, You agree to use such Services for research and reference purposes only and only for the benefit of Your employer. By submitting any content to ADP through any HR Services, including message boards, forums, chat rooms and chatbots, You grant ADP a royalty-free, perpetual, irrevocable, world-wide license to use, reproduce, modify, adapt, translate, create derivative works from, distribute, publish and display all such content (in whole or in part) and to incorporate such content in other works in any form, media or technology, whether currently existing or hereafter developed. By submitting any content to ADP, You represent and warrant to ADP that You have the unfettered right to give such a license to ADP. You agree that You will not submit any content that (a) infringes on the intellectual property rights of any other person or entity, unless You have the permission of the person or entity to submit the content and grant the license provided herein, (b) violates the privacy or publicity rights of any other person or entity, unless You have the permission of such person or entity to submit the content and thereby grant the license provided herein, (c) is offensive, obscene, defamatory, threatening or abusive, (d) advertises any other site or business or (e) contains computer programming routines or code designed to interfere in any way with the full, proper and timely operation of RUN or any HR Services or any computer system.

b) Materials accessible from or added to any HR Services or web sites by third parties, such as comments posted in discussion groups, documents, or forms, are strictly the responsibility of the third party who added such materials or made them accessible. While ADP reserves the right to monitor third-party discussions or content and to remove materials that ADP believes are inappropriate, ADP neither endorses nor undertakes to control, monitor, edit or assume responsibility for any such third-party material contained in or linked to any HR Services or web sites. Any relationship between You and any third party relating to HR Services shall be governed by any applicable agreement or terms of service between You and such third party and you assume all responsibility and risk arising from Your use of and/or reliance upon information, guidance or advice received from such third party, whether orally or in writing.

c) When You subscribe to any HR Services You can make one attributed copy of a document available through the HR Service for use within Your organization. You may not make multiple copies of documents without expressed written consent. Except for individual copies and direct use by You, You may not copy, modify, distribute, display, transmit, use or prepare derivative works based on the HR Services or any of their contents, or remove or alter any copyright, trademark or other proprietary notice from any part of the HR Services or any of the contents except where expressly instructed to do so.

d) Pursuant to the Digital Millennium Copyright Act, ADP has registered an agent with the U.S. Copyright Office. Notices of claimed copyright infringement on any web site should be directed to: Automatic Data Processing, Inc., One ADP Boulevard, MS 325, Roseland, NJ 07068-1728, Attn: Neal Feivelson.

e) Although ADP makes every reasonable effort to ensure that the information, tools and data provided through the HR Services, which include the HR HelpDesk and HR Chatbots, are useful, accurate, and current, ADP cannot guarantee that the information, tools and data provided will be error-free. By using the HR Services, You assume all responsibility for and risk arising from Your use of and reliance upon the contents of the HR Services. You agree to defend, indemnify and hold harmless ADP and its affiliates and their successors or assigns from and against any liability whatsoever arising from or relating in any way to Your use of any HR Services.

#### J. Employment Verification Services and Authorization as Agent.

a) To the extent You have not opted out of receipt of employment and income verification request management services (Employment Verification Services), the terms in this section will govern Your use of the Employment Verification Services. ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service, though ADP reserves the right to provide them through another entity

(each, a "Verification Agent"). Notwithstanding anything to the contrary in these Terms, You authorize ADP and its Verification Agents to disclose, on Your behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Your and Your employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Your or Your 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 the 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 debt 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. You understand that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

b) Data Quality. If requested by ADP, You agree to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. ADP will update the Verification Services database with the applicable Verification Data available in RUN or through the Services.

c) Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers"). You certify that You have read the Notice to Furnishers provided to You at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. You understand Your obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certify You will comply with all such obligations. You further understand that if You do not comply with such obligations, ADP may correct incorrect Verification Data on Your behalf or terminate the Employment Verification Services upon 90 days prior written notice to You.

d) Archival Copies. Notwithstanding anything to the contrary in these Terms, You agree that, after the termination of these Terms, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Your employees and former employees and the confidentiality provisions in these Terms will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

e) Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to You 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.

## 2. Document Vault

If You request and are permitted access to Document Vault through RUN, You agree to assume all risk and liability for all documents, information, data and content (collectively "Content") that You upload and store. You understand all Content may be protected by intellectual property and You must have the rights to all Content that You upload and store. By affording You access to Document Vault, ADP is offering You a service that allows You to upload and store Your Content. By uploading Content into Document Vault, You agree and acknowledge that You are solely responsible for all Content uploaded and stored by You and that ADP has no responsibility or obligation to monitor or notify You of any non-compliance related to Your use of Document Vault. ADP is not responsible for the accuracy, completeness, appropriateness, or legality of the Content that You upload and store. ADP is not and will not be Your record keeper. Document Vault is a self-service feature and You acknowledge that while ADP may access Your Content, You are solely responsible for complying with all applicable laws regarding recordkeeping, record storage and record retention with respect to Your Content. ADP will not be responsible for any lost, damaged or irrecoverable content. By using Document Vault, You retain full ownership of all Content that You store. You agree that You will not use Document Vault to: (1) upload, store, transmit or otherwise make available any Content that spreads messages of terror or depicts torture or death or illegal acts; (2) harm minors in any way; (3) upload, store, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other

proprietary right of any party; or (4) upload and store any content related to sex, violence, or any other illegal content. Uploading and storing such information will be considered a violation of these Terms and will be cause for immediate termination as set forth in Section 12. If You or ADP terminate this Agreement, Your access to RUN will terminate but You will have the ability to retrieve and download Content stored in Document Vault for a limited amount of time.

## 3. Background Check Services Fair Credit Reporting Obligations

If You request and are approved to receive Background Check Services which include receiving consumer reports and/or investigative consumer reports (each individually, a "Report" or collectively, "Reports") from ADP, You acknowledge it is provided by ADP solely at Your request and instruction and that ADP is not acting as Your agent and not making any hiring decisions for or on your behalf. You also certify and agree: (1) To review the Notice to Users of Reports: Obligations of Users ("Notice to Users") under the FCRA, provided to You at [www.adpselect.com/lgldocs/FCRANotices.pdf](http://www.adpselect.com/lgldocs/FCRANotices.pdf), and perform legal obligations as set forth in, and acknowledge receipt of, the Notice to Users, (2) To use the information provided by ADP for one-time use for employment purposes only, and only in accordance with applicable law. You may disclose information within any Report obtained from ADP hereunder, to the consumer, potential employee or employee who is the subject of such Report (each a "Consumer"), in accordance with applicable law, (3) When applicable, to make a clear and conspicuous disclosure to the Consumer, in writing and in a separate document before requesting the Report, that a Report may be obtained for employment purposes, (4) To make a clear and accurate disclosure to the Consumer if an investigative consumer report (such as a reference check) will be obtained, including the nature and the scope of the Report and a statement informing the Consumer that additional information and a Summary of Rights is available, if requested, as required by the FCRA, (5) To obtain the proper written authorization from the Consumer for each Report prior to requesting any Report and retain such written authorization, as required by the FCRA, (6) To ensure full compliance with the FCRA and other related federal and state statutes and regulations, as applicable, to the Client, (7) By placing an order for a Report that, prior to placing each order, You provided the required disclosures to the Consumer and received the required authorizations from the Consumer in accordance with the FCRA, including but not limited to, 15 U.S.C. Sections 1681b(b)(2), 1681d(a), and 1681d(b), (8) That prior to placing each order for a Report, You have provided to the Consumer a clear and conspicuous disclosure in writing, consisting solely of the disclosure, that the Report may be obtained for employment purposes and, when required by the FCRA, a copy of Summary of Rights, (9) That, if a Report will be used for employment purposes, when placing an order for a Report, that You are certifying: (a) that You will comply with the pre-adverse and adverse action notice requirements of the FCRA; and (b) that information from the consumer report will not be used in violation of any applicable domestic, international, federal, state or local law or regulation, including but not limited to, any applicable federal or state equal employment opportunity law or regulation, (10) That if You form an intent to take an adverse action based in whole or in part on any information contained in a Report obtained from ADP, You must first provide proper additional notice to the applicant or employee, a copy of the Report obtained, and a Summary of Rights, as required by the FCRA or any other applicable law. After providing these additional pre-adverse action notices, You will provide the Consumer a reasonable opportunity to dispute information contained in a Report before making a final adverse hiring decision or taking any other adverse action based on any information contained in a Report. If You then decide to make a final adverse action or decision based in whole or in part on any information contained in a Report obtained from ADP, You agree to provide the applicant or employee such additional notices as are required under the FCRA and any other applicable federal, state and local law, including but not limited to: (1) the name, address and telephone number of ADP; (2) a statement that ADP did not make the adverse decision and is not able to explain why the decision was made; (3) a statement setting forth the Consumer's right to obtain a free disclosure of the Report from ADP if the Consumer makes the request within 60 days; and (4) a statement setting forth the Consumer's right to dispute directly with ADP the accuracy or completeness of any information in the Report. To the extent You request ADP to assist in any of such obligations, ADP will do so solely at Your direction and it will be clear that ADP was not involved in any hiring decision and all applicant questions as to why hiring decisions were made will be handled by You, (11) To take all measures to ensure that Reports will be requested, accessed and/or viewed only by Your designated representatives and only for employment purposes, provided, however, that You may disclose information within any Report obtained from ADP hereunder to an applicant or employee in accordance with applicable law, (12) To be responsible for the final verification of the Consumer's identity, (13) To be responsible for the security and dissemination of the customer number provided to You by ADP, (14) To receive such communications as ADP deems necessary to ensure You are made aware of changes in procedure or applicable law, (15) To ensure that Your

designated representatives will not attempt to obtain any Report on themselves, associates, or any other person, except as part of their official duties, You represent and warrant to ADP that each of Your designated representatives has, and will at all times have, the required authority to (i) transmit information, directions and instructions on Your behalf and (ii) issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Background Check Services, (16) To not resell any Report or information in the Report, (17) To notify ADP in writing within ten (10) days of any changes to company name, federal tax identification number, address, telephone number, contact person, sale or closure of business, merger, change in ownership of 50% or more of the stock assets of Your business that would in any way affect Your right to request and receive Reports, You understand that certain changes may require additional credentialing, (18) To, within ten (10) days following ADP's request, make available to ADP for an audit such records as ADP deems necessary to review Your compliance with this Agreement and all applicable laws and regulations relating to the Background Check Services being provided to You, A failure to cooperate with an audit may result in the immediate suspension or termination of Background Check Services; and (19) That You have read and understand Your obligations under the FCRA and the penalties for requesting Reports under false pretenses or knowingly without a permissible purpose, and (20) That notwithstanding any sample forms provided by ADP, in whatever format, for the Background Check Services, You are responsible for the content of such forms.

#### **4. Fees; Taxes; Payments**

**A. Fees/Taxes** You agree to pay ADP for the Services at the rates specified on the Sales Order, digital purchase page or receipt, or similar document, whether produced on-line, sent to You via email or otherwise provided to You by ADP. You will pay ADP for any Services, employees or additional services added by You in the future at ADP's then prevailing prices for the Services, additional services or employees or any services You purchase through the ADP Marketplace. ADP does not impose a charge for accessing its mobile application, but third party providers may charge fees to You to access data. You are solely responsible for any third party fees or charges associated with accessing any mobile application. You will also be obligated to pay any maintenance fees or charges assessed for any 30-day period during which You have not processed payroll (excluding digital purchasers of online payroll subscriptions for which maintenance fees shall not be applicable). If You are a new ADP client processing on RUN, after the initial six months of service, ADP may increase prices for the Services at any time upon at least 30 days prior notice to You. If You previously processed payroll with ADP on another payroll platform, ADP may increase prices for the Services at any time upon at least 30 days prior notice to You. If You fail to pay any amount due hereunder, whether by acceleration or otherwise, You, on written demand, agree to pay interest at the rate of 1.5% per month (or the maximum allowed by law if less) on such past due amount from the due date until the payment date. You also agree to reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder. There will be added to all payments hereunder amounts equal to any applicable taxes levied or based on this Agreement, excluding taxes based on ADP's net income. In the event that, due to changes in legal requirements, product modifications or enhancements or new product offerings in connection with any Background Check, ADP provides additional services not otherwise included in the selected Background Check Services, as may be modified, enhanced or changed by ADP from time to time, such additional services will be provided subject to an additional charge. In addition, if any change in the implementation of the Background Check Services occurs that requires ADP to devote resources, spend time or other costs not contemplated by this Agreement, You agree to pay such additional costs as required by ADP. If You receive Background Check Services, a service fee will apply when ordering the New York Consolidated Criminal History Report.

**B. Payments** ADP accepts direct debit of funds ("DDF") as payment for the Services. ADP will not accept cash, checks, C.O.D. orders and wire transfers for the Services. ADP does not accept credit cards except in limited circumstances for specific services. Your bank account will be debited, or Your credit card charged, as applicable. ADP may obtain pre-approval from the credit card company for an amount up to the amount of the order. Billing to Your credit card occurs once You click the Purchase Now button. For those specific services for which ADP accepts credit cards, the following are accepted: Visa, MasterCard, and American Express. PLEASE NOTE: ADP is unable to accept credit cards issued by banks outside of the United States. Debit cards and check cards have daily spending limits that may prevent the processing of Your order. If a purchase is declined online due to credit card issues, please ensure all data is correct and resubmit. If the transaction is not accepted You will be unable to use that card for Your purchase and should use another credit card.

#### **5. License to use the Services**

A. RUN, the Services, any content, materials, tools, calculators, text or images and related software and systems are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensors and are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. The fees You pay ADP for RUN include a license fee that entitles You to use the related software and systems to access data processing services. The right to use RUN and access the data processing services provided by RUN is granted only to subscribers/licensees of ADP's RUN and their employees, for the sole purpose of using RUN, and this license terminates when You stop receiving RUN. ADP grants You a non-exclusive, non-transferable license to use RUN to access data processing services, and any related documentation supplied to You by ADP. Access to RUN and related systems and software are licensed not sold. You may not modify, create derivative works from, reverse engineer, decompile or disassemble or otherwise try to discover any trade secret contained in RUN or in any software or system used to provide RUN, except and only to the extent that applicable law expressly permits, despite this limitation. You may not transfer, sell, rent, lease, lend or use RUN, the Services or any software or system used to provide them, to any third person or for commercial software hosting or other service bureau services. You may not download all or any part of ADP's proprietary software. You receive no rights to RUN software or systems or intellectual property of ADP or its licensors, except as expressly stated herein. ADP may terminate or suspend Your access to RUN or any related Services (in whole or in part) at any time, with or without notice, if ADP has reason to believe that You have violated these terms or are otherwise using the Services in an inappropriate manner.

RUN and related software and systems are intended to permit the transmission of data from within the United States and may not be used or accessed from outside the United States or in any way that violates any applicable international, federal, state or local laws and/or regulations.

**B. Teledata Clients:** If You are a Teledata client, You are not permitted to access or use the ADP proprietary software except to view Your company data, print standard reports and modify employee data. You cannot use the ADP proprietary software to run payroll. As a Teledata client You have chosen to transmit Your payroll, tax and related information to ADP either by fax or over the telephone to an ADP representative. Therefore, the license and software use rights granted under these Terms to use RUN do not apply to You except as noted above.

**C. Mobile Devices.** If you are accessing RUN on a mobile device (a "Device") or downloading the ADP mobile application for Services ("Licensed Application") on a Device, the following additional terms apply.

a) Services. The Services available through the Licensed Application are licensed, not sold, to You for use under these Terms, subject to the ADP standard terms of service currently governing ADP's provision of Services to You. If you are downloading the Licensed Application onto a Device to access the Services, then the word "Site" as referenced herein then will be deemed to mean "Licensed Application".

b) Scope of License. The license granted to You for the Licensed Application, or by Your use of the Site on a Device, is a limited, non-transferable license to use the Licensed Application or Site by means of a Device that is approved for use for the Services, that You own or control and as permitted by the Device's usage rules. You may not distribute or make the Services available over a network where they could be used by multiple Devices at the same time.

c) Commercial Items. The Licensed Application and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to US Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights reserved under the copyright laws of the United States.

d) Access to other services from Devices. In addition, third party services and third party materials that may be accessed from, displayed on or linked to the Device are not available in all languages or in all countries. ADP makes no representation that such services and third party materials are appropriate or available for use in any particular location. To the extent You choose to access such services or third party materials from your Device, you do so at Your own initiative and are responsible for compliance with any applicable laws including, but not limited to, applicable local laws. ADP, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will ADP be liable for the removal of or disabling of access to any such Services. ADP may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

## 6. Account Security and Passwords

In order to access and use RUN You will be required to provide proper credentials including Your User Name, Password and any other authentication required by ADP ("Authentication") to access RUN. You are responsible for safeguarding the confidentiality of Your account information (including user email address(es) and Your Authentication selected by You or issued to You) and agree to take any and all actions necessary to maintain the privacy of Your Authentication for RUN. You are responsible for any use or misuse of Your account or RUN resulting from any third party using any Authentication selected by You or issued to You. Best practice is not to share or permit access to, Your Authentication, however, if You share or permit access to Your Authentication, including with or by any individual, contractor or vendor, You are responsible for any use or misuse of Your account by such individual, contractor or vendor. ADP will have no liability for any claims or losses as a result of You sharing or allowing access to Your Authentication. You agree to notify ADP immediately of any known or suspected unauthorized access to or use of Your account, Authentication of any individual user to whom You have issued Authentication or any other breach of security or misuse of RUN known to or suspected by You. You may change Your Authentication at any time by following the instructions located under the Security section of the Company Tab ("My Security Profile" and "Change My Password") in RUN. Data transmitted through RUN is encrypted for the user's protection. However, the security of transmissions over the Internet can never be guaranteed. ADP is not responsible for any interception or interruption of any communications through RUN or related software or systems or for changes to or losses of data. In order to protect You and Your data, ADP may suspend Your use of the Services immediately, without notice, pending an investigation, if any breach of security is suspected. In connection with the Background Check Services, You acknowledge that, for security reasons, Your Background Check account may be inactivated by ADP after a prolonged period of inactivity; provided, however, that inactivation of an account does not result in termination of this Agreement. In the event Your Background Check account becomes inactive, You must contact ADP to reactivate the Background Check account. You acknowledge that as a result of an account being deactivated, in certain circumstances, You may be required to provide new certifications with respect to Your obligations under this Agreement and in connection with the Background Check Services.

## 7. Disclaimer of Warranties

A. NEITHER ADP NOR ITS LICENSORS OR VENDORS MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE CONDITION, SUITABILITY, RELIABILITY, AVAILABILITY, COMPLETENESS, SECURITY, TIMELINESS, OR ACCURACY OF RUN OR THE SERVICES OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH RUN OR THE SERVICES, FOR ANY PURPOSE. ALL OF THE FOREGOING ARE PROVIDED "**AS IS**" WITHOUT WARRANTY OF ANY KIND. THE SERVICES ARE PROVIDED AS A RESEARCH AND REFERENCE TOOL ONLY AND DO NOT, AND ARE NOT INTENDED TO, CONSTITUTE LEGAL ADVICE. ADP DOES NOT PROVIDE LEGAL ADVICE. ADP AND ITS LICENSORS AND VENDORS HEREBY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH REGARD TO RUN OR ANY INFORMATION, CALCULATIONS, SOFTWARE OR OTHER MATERIALS OR RESULTS INCLUDED IN OR AVAILABLE THROUGH RUN OR THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU WILL BE RESPONSIBLE FOR (AND NEITHER ADP NOR ITS LICENSORS OR VENDORS WILL BE LIABLE FOR): (1) THE CONSEQUENCES OF ANY INSTRUCTIONS YOU MAY GIVE TO ADP; (2) YOUR FAILURE TO USE RUN IN THE MANNER PRESCRIBED BY ADP; (3) YOUR FAILURE TO PROTECT YOUR AUTHENTICATION; (4) MAINTAINING AND BACKING-UP ANY INFORMATION YOU ARE PROVIDING OR USING IN CONNECTION WITH THE ADP RUN SERVICES; AND (5) YOUR FAILURE TO SUPPLY ACCURATE INPUT INFORMATION.

B. ADP will not be liable for any damage or losses, including damage, loss or disclosure of data, accounts, revenue or business, arising out of or otherwise related to (1) use of RUN by You or by any other party to whom You have given access to Your RUN account information or RUN; (2) errors, bugs or other defects in RUN; (3) lost company, employee or vendor information (e.g., payroll information, social security numbers, lost records regarding withholdings, etc.); (4) illegal or criminal activities; (5) mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to ADP's records, programs or

services; or (6) Your actions with Your employees or vendors, or the use of their information.

### C. Third party links, web sites, content and services.

a) ADP prohibits unauthorized links to the Site or the Services and the framing of any information contained on the Site or any portion of the Site or the Services. ADP reserves the right to disable any unauthorized links or frames. ADP has no responsibility or liability for any material on other web sites that may contain links to the Site or the Services. The Services and any web sites may display, include or make available, services, content, data, information, applications, links, terms of use or materials of or from third parties or provide links to certain third party web sites not under the control of ADP. Third party materials and links to other web sites are provided solely as a convenience to You. You acknowledge and agree that ADP is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such third party materials or web sites. ADP does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third party services, terms, third party materials or web sites, or for any other materials, products, or services of third parties. You also agree that any third party charges that are necessary to use the Site or the Services, such as internet charges and service provider charges, are Your responsibility and not that of ADP. You understand that by using any of the third party services, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use such services at Your sole risk and ADP shall not have any liability to You for content that may be found to be offensive, indecent, or objectionable. ADP DOES NOT ENDORSE, WARRANT, OR GUARANTEE ANY PRODUCT, INFORMATION OR SERVICE OFFERED BY A THIRD PARTY THROUGH THE SITE OR SERVICES, AND WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN ANY USER OF THE SITE OR SERVICES AND ANY SUCH THIRD-PARTY PROVIDER.

b) Services available through or integrated with RUN. At times, ADP may make available to You through RUN or the Services, or integrate RUN or 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 You use any third party services that are integrated with or linked to the Site or Services which require the transmission, use, sharing, access or exchange of Your Client Content or any other payroll or other data or information You provide to ADP or the third party, You are expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Your use of any third party services will be governed by any terms You agree to with the third party and in the event of any conflict between these Terms and any third party terms, these Terms will apply to the provision of the RUN Services by ADP to You.

c) Feedback. You acknowledge and agree that You or Your employees may be asked or have the opportunity to provide suggestions, comments, submissions, content or other feedback regarding RUN or the Services ("Feedback") either within RUN, directly to an ADP representative, on an ADP web or social media site or through surveys or links to or from third party sites that may collect such information from You on behalf of ADP. You agree that all Feedback will automatically become the property of ADP, without any compensation to You or any obligation for ADP to review the Feedback, is and will be given entirely voluntarily and any Feedback, even if designated or deemed as confidential by You, will not create any confidentiality obligation for ADP. Furthermore, You hereby acknowledge and understand that, with respect to any Feedback, ADP is and will be free to use, disclose, reproduce, license or otherwise distribute or redistribute, and exploit in any way the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise. You represent and warrant that You own and have the right to provide such Feedback and will indemnify and hold ADP harmless from and against any claims resulting from a breach of this representation and warranty.

## 8. Intellectual Property

**A. Ownership of Proprietary Rights** All computer programs (other than pre-packaged third-party software), tutorials and related documentation made available, directly or indirectly, by ADP to You as part of the Services are the exclusive property of ADP or the third parties from whom ADP has secured the rights to such Services. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Services and the related logos, names, etc. are reserved. The use of any software included in, or supplied by ADP for use with, the Services will be governed by the license terms of this Agreement and any additional license (whether written, shrink-wrapped or on-line) that may be delivered to You in connection with Your use of RUN (such as any software required to view or print reports generated by RUN). In the event of a conflict, the terms of this Agreement shall prevail.

**B. ADP Indemnity** Subject to the remainder of this Section 8B, ADP will defend You in any suit or cause of action, and indemnify and hold You harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: You will take all reasonable steps to limit any potential damages which may result; You will promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action, and You assist as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing Services or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other services, processes or materials not supplied or directed by ADP (where the alleged infringement relates to such combination).

**C. Use of Your Authorized Marks** In the event that ADP makes available branding of any materials, cards and/or websites associated with the Services and You request such branding, You grant to ADP, to the card issuers and any third party service providers designated by ADP (collectively, "Authorized Users") the right to display Your trademarks, trade names, service marks, logos and designs designated by You (the "Authorized Marks"), subject to Your right to review and approve the copy prior to the use of such Authorized Marks. This authorization will cover the term of this Agreement and, if You are receiving Pay Card Services, any period of ongoing use of the Cards by employees after termination of this Agreement.

#### **9. Your Warranties**

By subscribing to RUN, You make the following representations and warranties: (1) You have the legal capacity and authority to (a) enter into and be bound by these Terms, (b) to subscribe to and use RUN in accordance with these Terms and (c) if You are acting in a corporate capacity, to bind Your company; (2) You will not use RUN for any purpose that is unlawful, or prohibited by these Terms (as may be modified from time to time); and (3) All information supplied by You or by others using Your account is true and accurate, including information submitted as part of the registration, subscription and billing process.

#### **10. Confidentiality/Privacy**

All Confidential Information disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with its own confidential information. The receiving party will limit access to Confidential Information to its employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent necessary to enforce its rights under this Agreement. Additionally, ADP may (i) disclose Confidential Information to the extent necessary for ADP to perform the Services, (ii) disclose Confidential Information among ADP affiliates, subsidiaries or companies under common control with ADP, (iii) share Your FEIN number(s) with its trusted business partners in order to identify mutual clients, (iv) disclose Confidential Information to a third party including subcontractors, to the extent that disclosure of such information is required to perform the Services, the Background Check Services or any other Services You requested, or disclosure is required in response to a subpoena, restraining notice or other legal process (v) disclose Your banking and company information to the ADP banking partner that referred You to ADP, and (vi) disclose Confidential Information in connection with the Background Check Services as is required by ADP under any requirements of governmental data sources and consumer reporting agencies (for which ADP is a reseller), or under applicable laws and regulations (including, without limitation, in connection with an audit or regulatory examination by a governmental authority). You acknowledge that ADP or its affiliates may from time to time communicate directly with You and/or Your employees and/or Your payees in order to service or provide the Services, solicit Feedback or market its products

and services or those of its recommended vendors or partners and may use certain Confidential Information to do so. Additionally, ADP may share Confidential Information with its affiliate, ADP Broker Dealer, Inc. ("ADPBD") in order for ADP or ADPBD to market or service "Rollover IRAs" for Your terminated employees. You also agree that ADP or ADPBD may disclose such information to a terminated employee to the extent it relates to such employee and acknowledges that ADP or ADPBD may be compensated by a financial institution if an employee selects a Rollover IRA. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP can retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. You also agree that, in addition to the use of Your or Your employees' Confidential Information as otherwise set forth in these Terms, ADP may also use Your or Your employees' and participants' information for purposes other than performance of the Services or as otherwise set forth, in an aggregated, anonymized form, such that neither You nor Your employees or participants may be identified, and You will have no ownership interest in such aggregated, anonymized data. For purposes of this Section, "Confidential Information" will mean: all information of a confidential or proprietary nature provided by the disclosing party to the receiving party for use in connection with the Services, and will include, with respect to any Background Check Services, the Guide and any ADP operating guidelines which may be provided with respect to the Background Check Services, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information of ADP also includes all ADP trade secrets, processes, proprietary data, information or documentation related thereto, any pricing or service information or communications furnished to You by ADP. Your Confidential Information also includes all personally identifiable payroll, employee-level and payee-level data.

Information about You submitted through RUN or the Services is subject to ADP's privacy statement, located at <http://privacy.adp.com/privacy.htm>.

#### **11. Limitation of Liability**

This Section 11 sets forth the full extent of ADP's liability for damages resulting from this Agreement or the Services rendered or to be rendered hereunder, regardless of the form in which such liability or claim for damages may be asserted, and sets forth the full extent of Your remedies. Each of ADP and You acknowledge that the fees for the Services to be provided hereunder reflect the allocation of risk set forth in this Section 11.

**A. ADP Responsibility** ADP will correct any of Your reports, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to You. Additionally, ADP will reimburse You for (i) actual damages You incur as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees, or the loss or misdirection of Your funds in possession or control of ADP due to ADP's error or omission (ii) any penalty imposed against You as a result of an error or omission made by ADP in performing the Tax Filing Services or (iii) any interest assessed against You as a result of ADP holding Your tax funds past the applicable due date as a result of an error or omission made by ADP in performing the Tax Filing Services.

**B. Your Responsibility** You will be responsible for (i) the consequences of any instructions You may give to ADP, (ii) Your failure to use the Services in the manner prescribed by ADP, and (iii) Your failure to supply accurate input information.

**C. Limit on Monetary Damages** Notwithstanding anything to the contrary contained in this Agreement (other than as set forth in Section 11.A. regarding ADP errors and any direct damages You incur for infringement claims as set forth in Section 8.B. above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by You or any third party arising from or related to the Services, will be limited to the lesser of (i) the amount of actual damages incurred by You or (ii) ADP's charges for the affected Services; provided however, that ADP's aggregate liability hereunder in any calendar year will not exceed the average charge for one payroll processing paid by You to ADP for the payroll services during such calendar year. ADP will issue You a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by You.

**D. No Consequential Damages** NEITHER ADP, NOR YOU WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF INFORMATION) THAT THE OTHER PARTY 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.

## 12. Term and Termination; Your Default; Remedies Upon Default

**A. Termination** Either party can terminate this Agreement at any time on at least thirty (30) days prior written notice. Either Party can also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other Party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party stops business operations; or (iii) the other Party becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after commencement of one of the foregoing events). ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event You, Your employee(s) or any other third party (i) includes in any Services any Client Content, or undertakes any action(s), which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation, including if You have violated, or conducting business with You, a payee or subsidiary of Yours, or the provision of Services to You, is in violation of, or causes or will cause ADP or its Affiliates to be in violation of any sanction laws applicable to ADP or its Affiliates, or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability, including in response to any restraining notice or (ii) wrongfully uses or accesses the Services or any other systems of ADP used in the performance of its obligations under this Agreement. Additionally, Payment Services may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from You as required by Section 1C above; (ii) a bank notifies ADP that it is no longer willing to originate debits from Your account(s) and/or credits on Your behalf for any reason, (iii) the authorization to debit Your account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account, (iv) ADP reasonably determines that You no longer meet ADP's credit/financial eligibility requirements for such Services or (v) You have any material adverse change in Your financial condition. In addition to any other termination rights in this Agreement, if ADP determines that You have failed to comply with any provision of these Additional Terms related to Background Check Services, ADP may, at its sole discretion and upon notice to You, immediately terminate any Background Check Services.

**B. Post-Termination** If any of the Services are or may be terminated by ADP, ADP will be entitled to allocate any funds available to ADP in such priorities as ADP (in its sole discretion) may determine appropriate (including reimbursing ADP for payments made by ADP hereunder on Your behalf to a third party) and You will immediately: (i) become solely responsible for all third party payment obligations now or hereafter due (including, for Tax Filing Services, all related penalties and interest), (ii) reimburse ADP for all payments made by ADP hereunder on Your behalf to any third party, and/or (iii) pay any and all fees and charges invoiced by ADP to You relating to RUN. If ADP elects not to terminate any or all of the Services as permitted hereunder, ADP may require You to pay Your outstanding and all future third-party amounts covered by the Services and/or ADP's fees and charges for the Services to ADP by bank or certified check or by wire transfer as a condition to receiving further Services.

## 13. Funding Indemnification

You will be liable for debits properly initiated by ADP hereunder. You unconditionally promise to pay to ADP the amount of any unfunded payroll (including any debit that is returned to ADP because of insufficient or uncollected funds or for any other reason), on demand and interest thereon at the rate set forth in Section 4A. Also, if any debit to an employee or other Payee's or Your account reversing or correcting a previously submitted credit(s) is returned for any reason, You unconditionally promise to pay the amount of such debit upon demand and interest thereon at the rate set forth in Section 4A. You will be liable for, and will indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Your employees or payees. You agree to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to You or any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP.

## 14. Other Features

**A. Data Access/Accountant Connect Feature** When You authorize Your accounting professional or other third party ("Your Representative") to access the RUN Data Access or Accountant Connect feature, You grant Your Representative permission to view, access and/or print electronic reports and tax forms and notices, view, print and download or provide mapping to or for Your general ledger information and run payroll, as authorized by You. The information accessible by Your Representative is generated by RUN based

on and/or including Your Client Content. This method of access may permit Your Representative to make changes or updates to Your Client Content, when You authorize Your Representative to process payroll using this feature. Your Representative will have access to employee level information for all employees, and will have the ability to grant that same access to others within their organization. You and Your Representative are solely responsible for any activity conducted with the Data Access or Accountant Connect feature by You or Your Representative, including with respect to Your Client Content, running payroll or general ledger mapping. ADP may keep Your payroll reports and tax forms for a period of time after any termination of Your services for a period of time designated by ADP and make these records and reports available to You or Your Authorized Representative to view, print and/or download, as a convenience, without obligation to do so, if Your Representative was previously authorized to access these records and reports.

**B. CPA View Feature** When You authorize Your accounting professional ("Your CPA") to access the RUN CPA View feature, You grant Your CPA permission to view Your company and employee information and, view and/or print Your reports, view, print and/or update tax forms, download Your general ledger information, perform general ledger mappings (assign general ledger accounts to payroll items), as well as to change their login password and update their security profile. The information accessible by Your CPA is generated by RUN based on and/or including Your Client Content. This method of access will not permit Your CPA to make any changes or updates to Your Client Content. Your CPA will have access to employee level information for all employees. You and Your CPA are solely responsible for any activity conducted with the CPA View feature by You or Your CPA.

**C. Multi-Company Access Feature** When You are processing Your payroll using RUN for multiple entities, RUN will provide You with the ability, through its Multi-Company Access Feature, to access multiple companies without having to log out of one company and log back into another company. When You utilize the Multi-Company Access feature You can assign multi-company access administrator rights to a RUN user. By doing so You acknowledge that such RUN user will have the authority to set up other RUN users for the feature. The list of companies that a user can access using this feature can be customized for each user. The user's role will be the same for all the companies listed for the user and may be changed during the Multi-Company Access setup. You, Your administrator and any users designated using this feature are responsible for any activity conducted in RUN.

## 15. General

**A. Inducement** You have not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, including any printed terms You may have signed, and will govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. This Agreement contains the most updated RUN terms and may be modified from time to time. In the event of a conflict between these Terms and any other previously signed agreements, these Terms will apply unless You have signed a *Resource on Run Client Services Agreement* ("Resource CSA") in which case the Resource CSA will govern the provision of those Services to You.

**B. No Third Party Beneficiaries** ADP has no obligation to any third party (including, without limitation, Your employees and/or any taxing authorities) by virtue of this Agreement. Other than with respect to ADP's vendors/licensors as set forth under sections 1(F)(xvii), 7 and 11 above, there will be no third party beneficiaries to this Agreement.

**C. Force Majeure** Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failure or other cause beyond the party's reasonable control.

**D. Non-Hire** During the term of this Agreement, You will not solicit the employment of any ADP employee who has been involved in furnishing Services hereunder.

**E. Waiver** The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

**F. Severability** If any of the provisions of this Agreement will be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of You and ADP will be construed and enforced accordingly.

**G. Relationship of the Parties** You and ADP expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.



A more human resource.™

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H. Governing Law This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

I. Pricing The prices stated herein or in any sales order are not contingent or dependent on, or in any way related to, Your purchase of other products or services from ADP not covered hereunder, and will be honored regardless of whether or not such other products or services are purchased.

J. Printing These Terms and Conditions of Service If You do not have print capability or You otherwise desire to obtain a hard copy of these Terms, please visit RUN customer service Web site and send an email requesting a hard copy. You may view Your Terms on the Forms page in the Support pages within the RUN application.

## EXHIBIT A

### Pay Card Terms and Conditions of Service

(i) Pay Card Services shall refer to ADP's payment of certain of Your Payees, through a Pay Card for wages, commissions, consulting fees or similar compensation or work-related expenses ("Permitted Payments") which are to be paid in Your normal payroll cycle. Pay Cards are issued by a financial institution selected by ADP (the "Issuing Bank"). The Pay Cards issued to Payees of Yours may be referred to herein collectively as the "Cards" or each a "Card" or "Pay Card" and Payees of Yours who receive a Card may be referred to herein collectively as "Cardholders" or each a "Cardholder". You will assist and cooperate with ADP in the use of the Pay Card Services and will assign a liaison person to so assist ADP. You agree that You will use the Pay Card Services solely to direct legal Permitted Payments to Payees via the Pay Cards. You also agree that You will not unduly influence a Payee's decision with respect to receiving their Permitted Payments via a Pay Card. In addition, unless approved by ADP in writing, You agree that You may not make Cards available to individuals residing in any country other than the United States, and You represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States, including employment eligibility laws, and are for services rendered in the employment context. You shall not mail, distribute, transport or otherwise provide Cards to any individual outside the United States without the express written consent of ADP.

(ii) You understand and acknowledge that access to the ADP Pay Card Services shall be conditioned upon You passing ADP's credentialing process prior to implementation and passing any additional credentialing that ADP may deem necessary in connection with the ADP Pay Card Services. You further understand that the Pay Card Services may be modified as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations.

(iii) Cardholder Set-Up. You will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and/or procedures required by Issuing Bank or ADP. You represent and warrant that You have all necessary consents and authorizations of each Payee included in submitted set-up data that is required under applicable law and rules, including NACHA (as defined below), for Payee to (a) receive payments from You on its Card and (b) participate in the ADP Pay Card Services. You agree to promptly provide documentation or records related to the set-up of Cardholders and participation of Cardholders in the ADP Pay Card Services to ADP and/or Issuing Bank upon request and agree that such information may be provided to any regulatory authority having jurisdiction over the Issuing Bank or ADP. You, and not ADP nor any of its subcontractors, is responsible for reviewing all enrollment information supplied by such Payees and confirming that it is accurate and complete. Prior to set-up of any Payee on the Cardholder database and distribution of a Card to such Payee, You will: (i) inspect identification documents that will verify such Payee's identity and eligibility to work in the U.S. ("Identity Verification Documents") (e.g., (1) a passport or (2) 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 (3) a U.S. issued driver's license and birth certificate); and (ii) obtain from such Payee and provide to ADP the following information, which information provided shall be accurate and verified by You: (a) name; (b) residential street address (a Post Office Box is unacceptable); (c) date of birth; (d) social security number for U.S. citizens and permanent residents (or other government issued ID number acceptable to ADP and Issuing Bank for individuals who are not U.S. citizens or permanent residents); and (e) personal telephone number. You agree to provide such additional information as may be required by ADP or the Issuing Bank in issuing a Card. You further agree that ADP or Issuing Bank (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Payee to verify the identity of any Payee set up on the Cardholder database or participating in the ADP Pay Card Services and that a Payee may be denied ADP Pay Card Services for several reasons, including Your or Payee's failure to provide accurate information or the inability by ADP or Issuing Bank (directly or through a subcontractor) to validate the personal information of the Payee. You also covenant to ADP and Issuing Bank that, with respect to each Cardholder, You will: (i) make and preserve either of the following: (a) at least one (1) copy of all Identity Verification Documents; or (b) a description of the Identity Verification Documents that were relied on by You noting the date the Verification Documents were reviewed, type of document (e.g., driver's license, government issued identification, passport, alien registration card), any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date, provided that if You utilize the Pay Card to pay independent contractors who use form 1099, You will preserve a copy of all Identity Verification Documents as required by (i)(a) above for those Payees. You agree to retain such

documentation during the time that such Payee is a Cardholder until the earlier of (a) five years from termination of Your obligation to make payments to such Payee or (b) five years from termination of such Payee's Card account; provided, however, that 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 You shall retain such documentation for such longer retention period.

(iv) Issuance of Pay Cards. You may be issued an inventory of instant issue Cards. If You are issued instant issue Cards, You are responsible for distributing Cards to Your Payees from Your inventory of Cards. Prior to providing Payee's information to ADP to issue a permanent Card or load value on an instant issue Card, You shall provide each Payee with the following notice required under the USA Patriot Act: "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 this 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 Card to any Payee, You shall (i) remove the account routing information from the card kit; and (ii) provide each Payee with a copy of the Issuing Bank's Terms and Conditions and other enrollment-related materials. You will provide Cardholders with any other information and materials regarding the ADP Pay Card Services provided to You from time to time that is necessary for Issuing Bank or ADP to comply with applicable laws or regulations. You will be responsible for the safekeeping of the inventory of Cards received by You and for any theft or misappropriation of any such Cards prior to a valid and authorized issuance and distribution of such Card to a Payee of Yours. You shall not, under any circumstance, disclose or make available the account routing (ABA/DDA) number to any Payee. You shall direct Payees to the Cardholder services telephone number to obtain account routing (ABA/DDA) number as there are additional requirements that must be met before Payees are provided their account routing (ABA/DDA) number. The amounts to be loaded to each Cardholder's Pay Card will be provided to ADP by You through one of ADP's standard payroll transmission methods available to You or another means agreed to by ADP and You. You acknowledge that Payees must accept the Cardholder Terms and Conditions and that the Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions.

(v) Card Status. You are responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Card has not been activated, or has been terminated, cancelled or is in inactive status.

(vi) Cardholder Services. ADP will make available Cardholder services to Cardholders. You will direct Cardholders to resolve all disputes regarding Card fees and charges and disputed charges on a Card with, and to report any lost or stolen Cards to, Cardholder services. Contact information for Cardholder services is in the Cardholder agreement provided with each Card. Notwithstanding the foregoing, You will be responsible for resolving all disputes by Cardholders regarding amounts credited or debited to the Cards at Your request.

(vii) Cardholder Communication and Card Features. You understand that Cardholders may receive notices, mailings and other communications directly from ADP or the Issuing Bank. In addition, ADP may make additional Card features available to Cardholders (e.g., secondary cards, card portability, reward programs, etc.).

(viii) Issuing Bank. All Cards issued to Cardholders are the property of Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with Issuing Bank's Cardholder Terms and Conditions. In the event of cancellation of a Card, such Payee will be required to resume another means of payment made available by You.

(ix) Cardholder Information. You understand that You are not entitled to access or review any Cardholder transaction information. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy policy, ADP may provide certain Cardholder transaction information to You. You agree to treat all Cardholder account information, including Card transaction records, and all other information related to the Issuing Bank or ADP's provision of ADP Pay Card Services to Cardholders, whether provided or made available to You by ADP or Issuing Bank (or their respective agents



and subcontractors), as confidential in accordance with the terms of Section 10 of the RUN Terms and Conditions of Service.

(x) Cardholder Fees. You acknowledge that separate fees and charges will be applied to Cardholders' Cards as set forth on the fee schedule provided to each Payee with the card kit prior to activation of the Card and such fees and charges are the responsibility of the Cardholder. Such Cardholder fees and charges are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Cards. Current Card fees and charges are available upon request by You.

(xi) Use of Your Authorized Marks. In the event that ADP makes available branding of any materials, Cards and/or websites associated with the ADP Pay Card Services and You request such branding, You grant to ADP, the Issuing Bank and any third party service provider designated by ADP (collectively, "Authorized Users") the right to display the Authorized Marks on the materials, Cards and/or websites associated with the ADP Pay Card Services, subject to Your right to review and approve the copy prior to the use of such Authorized Marks. The term "Authorized Marks" shall refer to any trademarks, trade names, service marks, logos and designs designated by You for branding in connection with the ADP Pay Card Services. This authorization shall cover the term of this Agreement and any period of ongoing use of the Cards by Payees after termination. You understand that various marks identified with ADP, the Issuing Bank and other parties providing services with respect to the Cards may also appear on the materials, Cards and/or websites associated with the ADP Pay Card Services. You shall indemnify and hold harmless the Authorized Users from any loss, damages, claims, liabilities or expenses (including reasonable attorney's fees) that they may incur as a result of any claim that an Authorized User's use of or reference to the Authorized Marks as permitted herein infringes on the right of any other party.

(xii) Use of Issuing Bank's Marks. Except for materials and collateral provided by either ADP or the Issuing Bank, You agree that You will not use the name or marks of the Issuing Bank in any materials You distribute or make available to Your Payees without the Issuing Bank's prior written consent, as applicable.

(xiii) Payee Information. Notwithstanding the provisions of Section 10 of the RUN Terms and Conditions of Service, You agree that ADP and its subcontractors providing ADP Pay Card Services may disclose information to a Cardholder related to Your loads to Cardholder's Card and Card enrollment information provided by You regarding Cardholder and may otherwise use or disclose information regarding a particular Cardholder with the consent of that Cardholder or consistent with the Cardholder agreement and/or privacy policy applicable to that Cardholder.

(xiv) Your Responsibility for Compliance with Laws. Regarding the ADP Pay Card Services, the following provision shall apply in place of Section 1.E. of the RUN Terms and Conditions of Service with respect to laws and governmental regulations affecting the ADP Pay Card Services. Subject to Your fulfillment of Your compliance responsibilities under the Federal Reserve Board, Regulation E (12 CFR 1005, "Regulation E") as set forth below, ADP shall be responsible for compliance with the other requirements of Regulation E applicable to financial institutions with respect to payroll card accounts. Except as stated in the previous sentence, You (and not ADP, the Issuing Bank or their agents and subcontractors) are solely responsible for (i) compliance with all laws and governmental regulations affecting Your business, including state labor and payroll laws and the permissibility of the ADP Pay Card Services under such laws and federal employment eligibility laws, and (ii) any use You may make of the ADP Pay Card Services to assist You in complying with such laws and governmental regulations. In addition, You shall be responsible for compliance with those requirements of Regulation E controlled by You. Without limitation of the foregoing, You will fulfill the following responsibilities: (i) You will distribute to Your Payees all documentation (including, without limitation, Card fees and charges disclosure schedule and Cardholder Terms and Conditions) that ADP makes available to You for distribution purposes, and (ii) You will not mandate that any Payee receive wages only on the Pay Card; in lieu of such mandate, You will provide to Payees other legally permissible options for payment of wages. You also represent and warrant that any payments that You request ADP to make hereunder will not violate any laws of the United States and are for services rendered in the employment context for Payees who are legally eligible to work in the U.S. You will not rely solely on Your use of the ADP Pay Card Services in complying with any laws and governmental regulations.

(xv) Audits and Information Requests. You agree that upon prior notice from ADP or Issuing Bank, ADP, Issuing Bank and any regulatory authorities which have jurisdiction over the Issuing Bank or ADP shall have the right to audit and inspect Your books and records related to the ADP Pay Card Services and Your performance of Your obligations with respect thereto,

including, without limitation, the following: (i) Your records pertaining to the set-up of Payees on the Cardholder database and participation of Cardholders in the ADP Pay Card Services; and (ii) the Identity Verification Documents. Subject to applicable law, You agree to provide Issuing Bank or ADP with information and documents related to the ADP Pay Card Services in Your control or possession (x) in connection with inquiries or requests made by regulators or other enforcement agencies or authorities or (y) where provision of such information and documents is otherwise necessary for Issuing Bank or ADP to demonstrate compliance with applicable law, regulatory requirements or network rules to which Issuing Bank or ADP is subject.

(xvi) Network Rules. ADP Pay Card Services are subject to financial industry rules and compliance standards imposed by various card/payment networks or associations (collectively, the "Network Rules"). You agree, to the extent You utilize ADP Pay Card Services, to comply with Network Rules identified by the Issuing Bank from time-to-time related to such things as Card security and fraudulent or impermissible use of Cards.

(xvii) Third Party Beneficiary. Notwithstanding Section 15 of the RUN Terms and Conditions of Service, You acknowledge and agree that Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement (as it relates to ADP Pay Card Services) entitled to enforce each of the provisions of this Exhibit and the RUN Terms and Conditions of Service specifically listed below against You as well as the limitation of liability provisions of Section 11 of the RUN Terms and Conditions of Service, including in equity and in law, as if it or they were a party hereto. The provisions of the RUN Terms and Conditions of Service applicable to the foregoing sentence include Sections 1C and 12A and the provisions of this Exhibit A applicable to the foregoing sentence include Sections (ii), (iii), (iv), (viii), (ix), (xi), (xii), (xiii), (xiv), (xv), (xvi), (xvii), (xviii), (xix), (xx) and (xxi). You acknowledge and agree that Section (ix) (Cardholder Information) and Section (xx) of this Exhibit A, and Section 11 (Limitations of Liability) of the RUN Terms and Conditions of Service, and Section (xix) (Indemnification) of this Exhibit A shall survive termination or expiration of this Agreement and the RUN Terms and Conditions of Service.

(xviii) Liability for Interruptions and Delays. Neither ADP nor the Issuing Bank shall be liable or deemed to be in default for any act, failure to act, negligence or bad faith by, or the insolvency of, any clearing house, card network or card association governing use of the Cards issued hereunder. Neither ADP nor the Issuing Bank shall be liable for any damages to You arising from any decision to refrain from or delay originating debit/credit entries or issuing ADPChecks or crediting amounts to any Pay Card (a) after reasonable efforts to verify Your instruction or such debit/credit entries by the required security procedure have failed, (b) due to Your creditworthiness, or (c) because ADP has not received timely funds from You as required by Section 1.C. of the RUN Terms and Conditions of Service.

(xix) Client Indemnity. You shall be liable for, and shall defend, indemnify and hold harmless, ADP, its agents and subcontractors and the Issuing Bank, from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with, any breach of Your compliance obligations hereunder, any fraudulent or criminal acts of Your employees, including as a result of the theft or misappropriation of any Cards (or any negotiable instruments that may be issued with Cards) by Your employees (e.g., the issuance of unauthorized Cards or fraudulent use of negotiable instruments) or the loading of unauthorized value onto Cards. You also agree to defend, indemnify and hold harmless Issuing Bank from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with Your negligence in connection with Your use and/or provision of the ADP Wage Payments Card Services or otherwise in connection with Your performance or obligations under this Agreement.

(xx) No Consequential Damages. IN NO EVENT WILL THE ORIGINATING BANK, THE ISSUING BANK, ADP OR ANY OF ADP'S AGENTS OR SUBCONTRACTORS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH YOU MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR USING THE ADP PAY SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(xxi) Termination. You agree that the ADP Pay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days notice to You if ADP or the Issuing Bank believes that any changes in any 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 ADP Pay Card Services (or any feature thereof) in such jurisdiction.



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Notwithstanding anything to the contrary herein, ADP may immediately in ADP's sole discretion suspend any of the ADP Pay Card Services or terminate this Agreement and/or any of the ADP Pay Card Services and declare all amounts due and to become due immediately due and payable by You if: (i) ADP reasonably determines that You may be engaged in illegal activity or that You may be utilizing any of the ADP Pay Card Services in an illegal manner; (ii) the Originating Bank notifies ADP that it is no longer willing to originate debits or credits for any reason; or (iii) with respect to the ADP Pay Card Services, the Issuing Bank cancels the Cards issued on Your behalf or advises ADP that it is no longer willing to service the Cards, provided that in such 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 ADP Pay Card Services during such search for a successor Issuing Bank.

If the ADP Pay Card Services are or may be terminated by ADP pursuant to this section, You will immediately become solely responsible for all of Your third-party payment obligations covered by such ADP Pay Card Services then or thereafter due.

Effective: December 5, 2019

**CLIENT ACCOUNT AGREEMENT AND AUTHORIZATION TO DEBIT/CREDIT**

Client Name MARIN LOCAL AGENCY FORMATION COMMISSION Branch \_\_\_\_\_ Co.Code \_\_\_\_\_

Additional Applicable Company Codes \_\_\_\_\_

With respect to the services for which ADP, LLC ("ADP") has been engaged as described in the services agreement or other understanding between ADP and Client (each, a "Service" and collectively the "Services"), Client agrees to the debit method listed below for collection of Services selected below. Client agrees to the ACH debit method listed below for collection of the applicable fees for Services, all pursuant to this Client Account Agreement and Authorization to Debit/Credit, including Exhibit A attached hereto and incorporated by reference herein (this "Agreement"). Such debits will be initiated by ADP out of Client's applicable bank account (the "DDA Account") at the financial institution specified below ("Bank"). Additional authorizations may be required by Client's Bank(s) authorizing reverse wire and/or ACH transactions. Client understands and acknowledges that the implementation and ongoing provision of Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Services.

DEBIT METHOD (Check Applicable Box):

Note: This Section for Products/Services only

Reverse Wire

ADP will initiate request for a wire transfers of funds from the DDA ACCOUNT indicated below in accordance with the Reverse Wire provisions of this Agreement. Each applicable BANK is authorized to charge the applicable DDA Account in accordance with the Reverse Wire provisions of this Agreement.

ACH (Please refer to the ACH Debit Filter page for Bank Authorization/Setup)

ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. NOTE: CLIENT qualified for ACH may be contacted by an ADP representative to make arrangements for a direct wire transfer of funds for debits exceeding the dollar limit established by ADP in its sole discretion.

ACH/Reverse Wire (X80-Over ACH Dollar Limit)

ADP is authorized to charge the DDA ACCOUNT in accordance with the ACH provisions of this Agreement. In the event a debit exceeds the established threshold for ACH processing, Additionally, Client agrees that ADP may initiate a request for a wire transfer of funds from the DDA ACCOUNT in accordance with the Reverse Wire provisions of this Agreement. (Recommended)

BANK INFORMATION:

\*FSDD & ADPCheck funds must be debited from the same account

Payroll Taxes  FSDD\*  ADPCK\*  Pay Card  ACA  WGPS  Wage Garnishment  401K  Workers Comp  Other

BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact
BANK Address	BANK Phone
<input type="checkbox"/> Reverse Wire <input type="checkbox"/> ACH <input type="checkbox"/> ACH/Reverse Wire (Over ACH Limit)	

Payroll Taxes  FSDD\*  ADPCK\*  Pay Card  ACA  WGPS  Wage Garnishment  401K  Workers Comp  Other

BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact
BANK Address	BANK Phone
<input type="checkbox"/> Reverse Wire <input type="checkbox"/> ACH <input type="checkbox"/> ACH/Reverse Wire (Over ACH Limit)	

ACH FEES FOR SERVICES

ADP will initiate ACH debits for its Fees for Services from the DDA Account indicated below in accordance with the ACH provisions of this Agreement. The applicable BANK is authorized to charge the applicable DDA Account in accordance with the ACH provisions of this Agreement.

Same bank information as above

<input checked="" type="checkbox"/> Fees for Services (ACH Debit Method)	
BANK Transit/ABA #	BANK Account #
BANK Name	BANK Contact
BANK Address	BANK Phone

COMPLETE THIS SECTION ONLY IF FSDD, ADPCHECK OR PAY CARD IS INDICATED ABOVE:

Est. No. of Employees: 3	ADPCheck Partner Bank: JP Morgan Chase	FSDD Start Date: 01/07/2020	ADPCK Start Date:	Federal ID# 94-2223305
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In consideration of each BANK's compliance with this authorization, CLIENT agrees that such BANK's treatment of any charge, and such BANK's rights with respect there to, shall be the same as if the charge were initiated personally by CLIENT, and that if any charge is dishonored, whether with or without cause, such BANK shall be under no liability whatsoever. In addition, CLIENT authorizes ADP to credit the applicable DDA ACCOUNT when necessary, at ADP's sole discretion, for any refund or credit amount due CLIENT.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other agreement, this Agreement shall control with respect to any money transmission services, including Payment Services. CLIENT acknowledges and agrees that, notwithstanding anything to the contrary, CLIENT'S right to refund under any State law shall first be subject to any offset for funds due to ADP with respect to any previous transactions completed on CLIENT's behalf by ADP, and subject to the terms and conditions of this Agreement and any other agreement between CLIENT and ADP.

This authorization shall remain in effect unless and until revoked in writing by an authorized representative of CLIENT and until the applicable BANK(s) and ADP have each received such notice and have had reasonable time to act upon such notice.

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Client Signature: \_\_\_\_\_ Date: 12/12/2019  
Client Name & Title: \_\_\_\_\_  
(Must be an authorized signatory on the accounts listed above)

FOR REGION USE ONLY / ADP DO NOT DEBIT ACCOUNT

CORPORATE CHECK (This bank account below will be printed on your company checks.):

BANK Transit/ABA #	BANK Account(DDA)#
Bank Name	Starting Check Number:
Bank Address	

**ACH FEES FOR SERVICE**

Client understands that funds representing the total of Fees for Services must be on deposit in the applicable DDA Account no later than the date specified in the "Advice of Debit" or "Advice of Charge" periodically delivered to the Client after such services are rendered. ADP will initiate a transfer of such funds out of such DDA Account on such date.

**REVERSE WIRE**

CLIENT understands that funds representing the total of payment obligations for selected Services, must be on deposit in the applicable DDA Account no later than the date(s) specified in the services agreement between ADP and CLIENT. ADP will request such funds to be wire transferred from the DDA Account to one of the following accounts located at the banks listed below on such specified funding date (unless and until changed by notice from ADP). 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.

For ADP contingency purposes, ADP recommends both bank accounts listed in the chart below be set up at the Clients bank.

**NOTICE**

CLIENT acknowledges that if sufficient funds are not available by the funding due date required, (1) CLIENT will immediately become solely responsible for all tax deposits and filings, all CLIENT third-party payments and all related penalties and interest due then and thereafter, (2) any and all ADP Services may, at ADP's option, be immediately terminated, (3) neither BANK nor ADP will have any further obligation to CLIENT or any third party with respect to any such Services and (4) ADP may take such action as it deems appropriate to collect ADP's Fees for Services.

Client shall not initiate any ACH transactions utilizing ADP's services that constitute International ACH Transactions (IAT) without first (1) notifying ADP of such IAT transactions in writing utilizing ADP's Declaration of International ACH Transaction form (or such other form as directed by ADP) and (2) complying with the requirements applicable to IAT transactions. ADP shall not be liable for any delay or failure in processing any ACH transaction due to Client's failure to so notify ADP of Client's IAT transactions or Client's failure to comply with applicable IAT requirements.

<b><u>ADP Check, FSDD, Garnishment Services, Pay Card, WGPS, Garnishment Services, Other</u></b>					
Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835673	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374926	Reverse Wire Impound

<b><u>Tax &amp; 401K</u></b>					
Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192835681	Reverse Wire Impound
Deutsche Bank	60 Wall Street New York, NY 10005-2858	ADP Client Trust	021001033	00374934	Reverse Wire Impound

<b><u>Workers' Compensation</u></b>					
Bank	Bank Address	Account Name	ABA	DDA	Collection Method
JPMorgan Chase	Four New York Plaza New York, NY 10004	ADP Client Trust	021000021	192836812	Reverse Wire Impound

## EXHIBIT A

The provisions set forth in this Exhibit A shall be incorporated by reference into the Client Account Agreement and Authorization to Debit/Credit (Reverse Wire) (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement or the NACHA Operating Rules & Guidelines, as the same may be amended from time to time (the "NACHA Rules"), as applicable.

CLIENT, as an Originator, makes the following representations, warranties, covenants, certifications, authorizations and acknowledgments:

- (i) CLIENT (1) agrees to be bound by and warrants it will comply with the NACHA Rules, as the same may be amended from time to time, (2) warrants it will not submit Entries that violate the laws of the United States, (3) warrants it will comply with all U.S. laws, rules and regulations, including, as applicable, laws, rules and regulations applicable to IAT Entries (including those of the Office of Foreign Assets Control (OFAC) and the Financial Crimes Enforcement Network), (4) acknowledges and agrees that ADP shall have the right to audit CLIENT'S compliance with the provisions of this Exhibit A, the Agreement and the NACHA Rules, and (5) acknowledges and agrees that ADP shall have the right to suspend or terminate initiating ACH transactions immediately upon notice to CLIENT in the event CLIENT breaches any of the NACHA Rules;
- (ii) CLIENT (1) certifies that it has not been suspended and does not appear on a National Association list of suspended Originators, and (2) warrants that it will not transmit any Entry if it has been suspended or appears on a National Association list of suspended Originators;
- (iii) CLIENT authorizes ADP to initiate Entries on behalf of CLIENT to its Receivers' accounts and CLIENT agrees to be financially responsible to Originating Depository Financial Institution ("BANK") for all Entries initiated by ADP on CLIENT'S behalf;
- (iv) CLIENT acknowledges and agrees that ADP and BANK (1) may restrict certain types of Entries, (2) shall have the right to reject any Entry or series of Entries, and (3) shall have the right to reverse Erroneous Entries;
- (v) CLIENT represents, warrants and certifies that (1) prior to submission, each Entry has been properly authorized by CLIENT and the Receiver in accordance with the NACHA Rules, including, but not limited to (a) the authorization has not been revoked, (b) the Agreement has not been terminated, (c) CLIENT has no knowledge of the revocation of the Receiver's authorization or termination of the agreement between the Receiver and the RDFI concerning the Entry, and (d) at the time the Entry is processed by a RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operation of law, (2) CLIENT will retain all authorizations for a minimum of two (2) years following termination or revocation of the authorization, and (3) CLIENT will provide a copy of such authorization to ADP or BANK upon request;
- (vi) CLIENT represents, warrants and certifies that (1) all credit and debit Entries will be accurate and timely, and (2) each Entry will contain all information required by the NACHA Rules for specific Entry types, including, but not limited to, the Receiver's correct account number, dollar amount of the Entry, CLIENT'S Name, CLIENT'S Entry description;
- (vii) CLIENT acknowledges and agrees that (1) CLIENT shall be responsible for promptly detecting and correcting any errors, (2) any Entry sent to ADP that identifies the Receiver inconsistently by name and account number may be processed by BANK based solely on the account number provided, (3) ADP is authorized to take such measures as ADP deems appropriate to carry out the intent of CLIENT in completing any particular Entry, including, but not limited to, ADP may contact CLIENT or may attempt to retransmit any Return Entry, and (4) subject to any limitations set forth in the applicable client services agreement with ADP, CLIENT shall indemnify ADP, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents, for any claim, demand, loss, liability or expense (including reasonable attorneys' fees, penalties, fines or interest) resulting from the debiting or crediting of any Entry or a breach of the Agreement (including the provisions of this Exhibit A);
- (viii) CLIENT agrees to implement and maintain safeguards to protect against (1) any unauthorized access to confidential information being stored, processed or transmitted in connection with Entries, and (2) submission of fraudulent Entries purportedly on CLIENT'S behalf; and
- (ix) CLIENT represents and warrants, to the extent applicable, that (1) the origination of each IAT Entry shall comply with the laws and payment systems rules of the receiving country, and (2) any submission by CLIENT requiring initiation of an IAT Entry by ADP shall include the name and physical address of each of CLIENT and the Receiver, the account number of the Receiver and the identity of the Receiver's bank, bank ID number and bank branch code.



## ACH Debit Filters – ADP Company ID’s (Does not apply to wire transactions)

### What is an ACH Debit filter?

An ACH Debit Filter is an automated solution that screens incoming ACH transactions to identify unauthorized transactions. Debit filters on your bank accounts help block unauthorized ACH debit transactions, making it less likely to be impacted by fraud.

### What is a Company ID?

The following Company IDs allow ACH transactions to be reviewed and approved (or returned); permitting only approved transactions to post to your accounts.

### What do I need to do with these numbers?

To ensure timely processing of your payroll, it's imperative that you forward the following ADP-originating Company ACH debit filter IDs to your financial institution to be set up on your account.

### How do I know what ID to use?

We've made it easy by including all of the numbers you may need. Just print the table below and provide it to your financial institution.

Money Movement Company IDs Employer Impounds			
ADP Bank	Payment Type	Domestic ID	IAT* ID
Bank of America	ACH	9333006057	E133036745
Harris	ACH	9333006057	E133036745
JPMorgan Chase	ACH	9333006057	E133036745
JPMorgan Chase	ACH (Flexible Spending)	9666666606	H133036745
JPMorgan Chase	ACH (Workers Comp)	9555555505	G133036745
JPMorgan Chase	ACH (TotalSource Only)	8238112001	N/A
JPMorgan Chase	ACH (TotalSource Only)	9238112001	N/A
PNC	ACH	9333006057	E133036745
Wells Fargo	ACH	9333006057	E133036745
Wells Fargo	ACH (Property & Casualty)	9333006058	D133036745
Wells Fargo	ACH (Benefit Services)	9333006060	E133036745
Wells Fargo	ACH (Health & Benefits)	9333006059	G133036745
Tax Company IDs Employer Impounds			
Bank of America	ACH	1941711111	V133036745
Bank of America	ACH	1223006057	N/A
Bank of America	ACH	2223006057	W133036745
Harris	ACH	0001600238	S133036745
JPMorgan Chase	ACH	1223006057	U223006057
PNC	ACH	1223006057	U133036745
Wells Fargo	ACH	9095926526	Y133036745
Wells Fargo	ACH	1223006057	U133036745
Wells Fargo	ACH	1223006057	U133036745
Direct Debit of Fees (DDF) Company IDs			
Bank of America	Direct Debit of Fees	9223006057	N/A
JPMorgan Chase	Direct Debit of Fees	9659605001	N/A
JPMorgan Chase	Direct Debit of Fees (TotalSource Only)	9659605002	N/A

\*IAT = International ACH Transaction



**Reporting Agent Authorization  
(State Limited Power of Attorney &  
Tax Information Authorization)**  
(In accordance with Internal Revenue Service  
Revenue Procedures)

1 Co/Code	2 Branch	3 Federal ID Number
		94-2223305
4 If you are a seasonal employer, check here . . .		

5 TAXPAYER LEGAL NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)  
MARIN LOCAL AGENCY FORMATION COMMIS

6 DBA NAME (Use all capital letters. Include spaces, ampersands, and hyphens. Do not enter any other punctuation.)  
MARIN LOCAL AGENCY FORMATION COMMISSION

7 Address(number, street, and room or suite no.)  
1401 Los Gamos Dr  
Suite 220

City or town, state and ZIP Code  
San Rafael,  
CA 94903-1809

REPORTING AGENT: ADP Tax Services, 400 West Covina Boulevard, San Dimas, CA 91773 ID # 22-3006057

**Authorization of Reporting Agent to Sign and File Returns** (Caution: See Authorization Agreement)

8 Use the entry lines below to indicate the tax return(s) to be filed by the Reporting Agent. Enter the beginning year for annual tax returns or beginning quarter for quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940	2020	941	1 2020	940-PR	N/A	941-PR	N/A	941-SS	N/A	943	N/A
	Tax Year		Qtr/Yr		Tax Year		Qtr/Yr		Qtr/Yr		Tax Year
943-PR	N/A	944	N/A	944-PR	N/A	945	N/A				
	Tax Year		Tax Year		Tax Year		Tax Year				

**Authorization of Reporting Agent to Make Deposits and Payments** (Caution: See Authorization Agreement)

9 Use the entry lines below to enter the starting date (the first month and year) for any tax return(s) for which the Reporting Agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or Reporting Agent.

940	1 2020	941	1 2020	943		944		945	
	Mo/Yr		Mo/Yr		Mo/Yr		Mo/Yr		Mo/Yr

**Disclosure of Information to Reporting Agent**

10a Check here to authorize the Reporting Agent to receive or request duplicate copies of tax information, notices and other communications from the IRS, related to the authorization granted on Line 8 and/or Line 9.

10b Check here if the Reporting Agent also wants to receive copies of notices from the IRS.

**Form W-2 Series or Form 1099 Series Disclosure Authorization**

11 The Reporting Agent is authorized to exchange otherwise confidential taxpayer information with the IRS, including responding to certain IRS notices relating to the form W-2/1099 series information returns. This authority is effective for calendar years beginning:

W-2	2020	1099
	Tax Year	Tax Year

**State and Local Authorization** (Caution: See Authorization Agreement)

12 By checking the box to the right and signing in Box 13 below, the taxpayer identified above hereby appoints ADP as Reporting Agent and grants ADP a limited power attorney with the authority to sign and file employment and file tax returns and make deposits electronically, on magnetic media, or on paper for all state and local jurisdictions in which the taxpayer is required to file tax returns and make tax deposits. ADP is also hereby authorized to receive notices, correspondence and transcripts from all applicable state and local jurisdictions, resolve matters pertaining to these deposits and filings, and to request and receive deposit frequency data and any other information from applicable state and local jurisdictions related to taxpayer's employment tax returns and deposits for the tax periods indicated in Section 8 and all returns filed and deposits made by ADP from the date hereof.

This authorization shall include all applicable state and local forms and shall commence with the tax period indicated and shall remain in effect through all subsequent periods until either revoked by the taxpayer or terminated by the ADP. Unless the taxpayer is required to file or deposit electronically, ADP will, in its discretion, file and make deposits on the taxpayer's behalf in one of the filing methods: electronic, magnetic media or paper. 1 2020  
Qtr/Yr

<b>Authorization Agreement</b>	<b>13 Signature of Taxpayer or Authorized Representative</b>
<p>I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made and that I may enroll in the Electronic Federal Tax Payment System (EFTPS) to view deposits and payments made on my behalf. If Line 8 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 9 are completed, the Reporting Agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or Reporting Agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on Line 8 and/or Line 9 including disclosure required to process Form 8655. Disclosure authority is effective upon signature of the taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.</p>	I certify that I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.
	Name (Required)
	Title
	Signature (Required)
	Date (Required) 12/12/2019

For Privacy Act and Paperwork Reduction Act notice, see attached.  
TX-6931 Revised: 03/10/2015  
UZA

<b>ADP eSignature Info</b>
Date/Time:
IP:
ID:





# Marin Local Agency Formation Commission

Regional Service Planning | Subdivision of the State of California

## AGENDA REPORT

January 8, 2020

Item No. 2 (Public Hearing)

**TO:** Local Agency Formation Commission  
**FROM:** Jason Fried, Executive Officer  
**SUBJECT:** Strategic Planning Workshop

### Background

This year's workshop will review what has been accomplished since the last workshop, reviewing if we are meeting the values set at the last meeting, and looking forward to the next two years. In order to end by 1 p.m., Bill Chiat has created a basic timeline for us to follow so as we are moving from one topic to the next, we have an idea on how we are doing on time:

- A. Progress and Accomplishments of Marin LAFCo – 9:10 a.m.- 9:50 a.m.
- B. Progress on Meeting Desired Public Value for Marin LAFCo – 9:50 a.m. – 11:05 a.m.  
(Short break – 11:05 a.m. – 11:15 a.m.)
- C. Commission Goals and Priorities: Two Years - 11:15 a.m. – 12:15 p.m.
- D. Work Plan - 12:15 p.m. – 12:45 p.m.
- E. Concluding Thoughts – 12:45 p.m. – 1:00 p.m.

Attached is a worksheet that shows our current work plan and the status of each item on the work plan. We have made very good progress on many areas and I think we could be in good shape to nominate ourselves for the LAFCo of the year award at the CALAFCO conference later this year. Items completed so far: establishment, along with amendments, of a 5 year MSR plan; completion of our first regional MSR; the merger of Murray Park Sewer Maintenance District into Ross Valley Sanitary District; complete re-write of Policy handbook; review of various policies, such as Dual Annexation, Disadvantaged Unincorporated Communities, and a new legislation policy; update to both our application packet and fee schedule; updated our retention policy; overhaul of budget process; creation of LAFCo contracts with 3<sup>rd</sup> party vendors; and the creation of a completely new website. We are also close to completing the Novato MSR. Also, due to the work being done on other projects, tasks such as a new Personal Policy Handbook have been started but are temporarily put on hold while other projects get focused on. There are, however, some areas that we have yet to get moving on such as what we want to do with the Countywide Policy and Fire Services report discussed at the last workshop.

The Commission may want to discuss adding items to the next work plan such as updating our Policy Handbook to better state the Commission policy on not doing island annexations without support from those living within the island. We will also need to add in the San Rafael Area Fire Working Group, and with upcoming MSR, we will likely need to leave room within future work plans for working groups coming out of yet to be completed MSRs. For example, the East Peninsula MSR will likely be proposing four new working groups.

This is a discussion item only. After the workshop, staff will draft a work plan for Commission approval at a future meeting.

#### Attachment:

1. Current Marin LAFCo workplan

#### Administrative Office

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Tod Moody, Alternate  
Sanitary District #5

Larry Loder, Regular  
Public Member

Chris Skelton, Alternate  
Public Member

Project	Responsible for work	Basic Description	Latest Update
General MSR on San Rafael Area	Staff/consultant	MSR for Region (FY 18-19)	Completed
General MSR on Novato Area	Staff/consultant	MSR for Region (FY 18-19)	Final Draft will be presented at Feb. 2020 meeting
General MSR on East Peninsula Area	Staff	MSR for Region (FY 19-20)	Draft out for review this week and draft will be presented at Feb. 2020 meeting
General MSR on Ross Valley Area	Staff	MSR for Region (FY 19-20)	Staff has started research and drafting of report
General MSR on Countywide Fire Services	Staff/Commission	MSR for Fire Services across Marin County	Still to be determined
General MSR on Countywide Police Services	Staff/Commission	MSR for Police Services across Marin County	Still to be determined
Sphere of Influence Updates	Staff	Update, as needed, and approval of current SOI for all Cities and Districts in Marin County.	Approvals done after completion of each MSR
MPSMD Consolidation with RVSD	Staff	Based on the Central Marin Wastewater MSR, work with district staff on the possibility of consolidating services with RVSD.	Approved at Dec. 2019 meeting
SQVSMD Consolidation with RVSD	Staff	Based on the Central Marin Wastewater MSR, work with district staff on the possibility of consolidating services with RVSD.	Will be convening group in Jan. 2020
County of Marin transferring of support services to LAFCo	Staff/Policy & Personnel Committee	County has been the provider of some back office services, such as HR and payroll, for LAFCo for many years. In 2016, the County started a process to stop providing those services and now LAFCo must create alternate ways to have those services provided.	In Dec. 2019, LAFCo staff was informed that payroll services would be transferred in Jan 2020. Commission will have in front of it at Jan. workshop approvals to make this happen.

Project	Responsible for work	Basic Description	Latest Update
Policy Review: Reorganization (Dual Annexation) Policy	Policy & Personnel Committee	Follows San Rafael and Novato Region MSRs; Define "Substantially Surrounded"	Policy Committee had reviewed "Substantially Surrounded" and did not suggest any changes. - Item Completed
Disadvantaged Unincorporated Communities	Staff/ad hoc committee	Work with County Planning to ID any DUCs and possibly create a LAFCo policy	Policy updated and will be reviewed after next census
Update Application Packet	Staff	Current Application Dated; Need to Address New Requirements; Make User-Friendly	Packet updated and now in use
Review GIS Needs and Options	Staff	Existing Benefit of MarinMap Relative to Cost Merits Review; Address Data Limitations	Staff has reviewed and not suggesting any changes at this time.
General Update to Policy Handbook	Policy & Personnel Committee	Various updates to Handbook including update Chapter 6 (Personnel Policies).	New Policy Handbook approved at April 2019 meeting. Chapter 6 now in handbook w/updates coming in FY 19-20.
Fee Schedule	Staff/Policy & Personnel Committee	Policy Handbook page 31 - "amend therein no less than every two years." Last done Oct 2016. (May want to do after staffing positions are filled).	Completed at June 2019 meeting
PERS Transition	Staff	Work with CalPERS to transition new staff to that retirement system.	Staff believes at this time best to stay within MCERA
Review of Current Website	Public/Technical Information Committee	Currently LAFCo is in year 3 of a 3 year contract. When the contract expires Aug. 2019 we can renew with a 5% increase that also comes with a "redesign."	New website now up and running