

AGENDA
CITY COUNCIL REGULAR MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Thursday, September 3, 2026
5:00 P.M.

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Announcements
5. Approval of the Agenda
6. Public Input
7. Consent Agenda
 - a. Approve Minutes
 - Regular Meeting and Work Session held August 17, 2026
 - Executive Session held August 17, 2026
 - Special Called Meeting held August 18, 2026
 - b. Approve 2027 Solid Waste Collection Service Agreement
 - c. Approve Amendment to the 2026 Farmers Market Use Agreement

BUSINESS

8. Transition from Manual to Electronic/Digital Timesheets System
9. Georgia Mountain Regional Commission Council Private Sector Appointment
10. Consideration of City Council Meeting Date Change
11. Ordinance No. 03-2026: An Ordinance To Amend Section 14-30 Of The Code Of Ordinances Of The City Of Dawsonville, Georgia, To Eliminate Penalty Multipliers And Repeat Offender Fees On High Strength Waste Water Discharges To Provide For An Effective Date, And For Other Purposes. First Reading: September 3, 2026; Second Reading and Consideration to Adopt: September 21, 2026.

MAYOR AND COUNCIL REPORTS

EXECUTIVE SESSION, IF NEEDED: Pending or Potential Litigation, Real Estate Acquisition and/or Personnel

RESERVED FOR POTENTIAL ACTION ON EXECUTIVE SESSION ITEMS, IF NEEDED

ADJOURNMENT

The next regularly scheduled City Council meeting is Monday, September 21, 2026

Those persons with disabilities who require reasonable accommodations in order to allow them to observe and/or participate in this meeting or who have questions regarding the accessibility of the meeting should contact the Clerk at Dawsonville City Hall at 706-265-3256 at least two (2) business days prior to the meeting.



CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7

DATE: SEPTEMBER 3, 2026

TITLE: CONSENT AGENDA

PRESENTED BY: BEVERLY A. BANISTER, CITY CLERK

PURPOSE FOR REQUEST

CONSIDERATION AND APPROVAL OF ITEMS BELOW

- a. Approve Minutes
 - Regular Meeting and Work Session held August 17, 2026
 - Executive Session held August 17, 2026
 - Special Called meeting held August 18, 2026
 - b. Approve 2027 Solid Waste Collection Service Agreement
 - c. Approve Amendment to the 2026 Farmers Market Use Agreement
-



CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7a

DATE: SEPTEMBER 3, 2026

TITLE: APPROVE MINUTES

PRESENTED BY: BEVERLY A. BANISTER, CITY CLERK

PURPOSE FOR REQUEST

TO APPROVE THE MINUTES FROM:

- REGULAR MEETING AND WORK SESSION HELD AUGUST 17, 2026
- EXECUTIVE SESSION HELD AUGUST 17, 2026
- SPECIAL CALLED MEETING HELD AUGUST 18, 2026

HISTORY/ FACTS / ISSUES

FINANCIAL IMPACT

RECOMMENDATION

APPROVE AS PRESENTED

MINUTES
CITY COUNCIL REGULAR MEETING AND WORK SESSION
G.L. Gilleland Council Chambers on 2nd Floor
Monday, August 17, 2026
5:00 P.M.

1. **CALL TO ORDER:** Mayor John Walden called the meeting to order at 5:00 pm.
2. **ROLL CALL:** Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Caleb Phillips, Councilmember Mark French, City Attorney Kevin Tallant, City Manager Jacob Evans, City Clerk Beverly Banister, Public Works Director Trampas Hansard, Utilities Director Russ Chambers, Finance Director Robin Gazaway, Planning and Zoning Admin Stacy Harris and CPL Representative Dana Spayde.
3. **INVOCATION AND PLEDGE:** Invocation and pledge were led by Councilmember Phillips.
4. **ANNOUNCEMENTS:** City Manager Evans announced the next Food Truck Friday is September 11, 2026. He also announced the City's concert event will be held on September 12, 2026, at Main Street Park; there will be two tribute bands honoring Journey and Bryan Adams. Councilmember Illg announced orientation was held for Leadership Dawson, and he thanked the Chamber for this valuable program. Mayor Walden announced the City Council will hold a Special Called Meeting on Tuesday, August 18, 2026, for a Chat with the Mayor and Council; he invited the public to come out and bring their questions and topics for discussion.
5. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by M. French; second by W. Illg. Vote carried unanimously in favor.
6. **PUBLIC INPUT:** None
7. **CONSENT AGENDA:** Motion to approve the consent agenda for the following item (a) made by S. Sawyer; second by C. Phillips. Vote carried unanimously in favor.
 - a. Approve Minutes
 - Regular Meeting held August 3, 2026
 - Executive Session held August 3, 2026
8. **EMPLOYEE RECOGNITION:** The Mayor and Council recognized Sara Beacham as the July 2026 Employee of the Month; Barbara Maddox received a one-year service award and Annette Watson received a four-year service award. Robin Gazaway and Sara Beacham were both recognized for their efforts on the FY 2025 audit which resulted in the City receiving the Certificate of Achievement for Excellence in Financial Reporting. This is the 14th consecutive year the City received this award.

PUBLIC HEARING

9. **ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT (CIE) AND RELATED IMPACT FEE SCHEDULE (DRAFT):** Motion to open the public hearing made by C. Phillips; second by W. Illg. Vote carried unanimously in favor. Mayor Walden conducted the public hearing.

Stacy Harris provided the staff report stating DCA requires the City to submit an annual impact fee financial report for the previous year and a five-year community work program identifying the Parks & Recreation projects eligible for impact fees. A resolution has been prepared to authorize the transmittal of the CIE update for DCA's initial approval.

No one spoke in favor of or opposition to the request.

Motion to close the public hearing made by M. French; second by S. Sawyer. Vote carried unanimously in favor.

Motion to approve Resolution No. R2026-04 was made by M. French; second by C. Phillips. Vote carried unanimously in favor. (Exhibit "A")

BUSINESS

10. **VAR-C2600407:** Jarod Gonzales with Eastwood Homes has requested to vary from the standards of Section 1304, which establishes the Single-Family Residential District (R-3). Specifically, they seek to reduce the front yard setback from 30 feet to 24 feet for the construction of one single-family

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residence located at 466 Cedar Crest Lane (Lot 11, parcel 092B 030 011). City Council Public Hearing Date: Monday, August 3, 2026; City Council for a decision on August 17, 2026.

Dana Spayde provided the staff report and summarized all three variance requests concerning Items No. 10, 11 and 12 noting staff recommendation is for denial of the variance on each request due to the applicant not meeting all the variance criteria

Motion to deny VAR-C2600407 made by W. Illg; second by M. French. Vote carried unanimously in favor.

- 11. VAR-C2600408:** Jarod Gonzales with Eastwood Homes has requested to vary from the standards of Section 1304, which establishes the Single-Family Residential District (R-3). Specifically, they seek to reduce the front yard setback from 30 feet to 24 feet for the construction of one single-family residence located at 460 Cedar Crest Lane (Lot 12, parcel 092B 030 012). City Council Public Hearing Date: Monday, August 3, 2026. City Council for a decision on August 17, 2026.

Motion to deny VAR-C2600408 made by S. Sawyer; second by C. Phillips. Vote carried unanimously in favor.

- 12. VAR-C2600409:** Jarod Gonzales with Eastwood Homes has requested to vary from the standards of Section 1304, which establishes the Single-Family Residential District (R-3). Specifically, they seek to reduce the front yard setback from 30 feet to 24 feet for the construction of one single-family residence located at 454 Cedar Crest Lane (Lot 13, parcel 092B 030 013). City Council Public Hearing Date: Monday, August 3, 2026. City Council for a decision on August 17, 2026.

Motion to deny VAR-C2600409 made by M. French; second by W. Illg. Vote carried unanimously in favor.

- 13. MILLAGE RATE FOR TAX YEAR 2026:** Motion to set the 2026 millage rate at 6.500 and roll it back to zero made by M. French; second by W. Illg. Vote carried unanimously in favor.

- 14. AMENDMENT TO EMPLOYEE PERSONNEL POLICY – SECTION 11; TABLED FROM 08/03/2026:** Motion made by W. Illg to approve the Amendment to Employee Personnel Policy – Section 11 as presented with the following additions:

- **Section 11.6** (end of paragraph) “If the City Manager takes an action pursuant to this paragraph, he shall promptly notify the City Council; and
- **Section 11.8** (additional bullet point) “Prior to starting a certification for which the employee intends to obtain certification or training incentive pay, an employee must have the approval both of their Department Head and the City Manager.

Second by M. French. Vote carried unanimously in favor. (Exhibit “B”)

WORK SESSION

- 15. CHANGE ORDER NO. ONE – FLAT CREEK WATER POLLUTION CONTROL PLANT:** Utilities Director Chambers presented the request for approval of the change order. Discussion occurred regarding concerns over the original contract pricing for equipment and the pricing for equipment listed on the change order, the issue of paying sales tax and the fee to the contractor handling the sales tax reimbursement. Staff will follow up with Turnipseed Engineers and the contractor to obtain clarification.
- 16. CERTIFICATE OF APPROPRIATENESS FEE WAIVER FOR DDA FUNDED PROJECT:** Motion to approve the fee waiver of \$400.00 for COA-C2700019 made by S. Sawyer; second by C. Phillips. Vote carried three in favor (Sawyer, Phillips, French) with one abstained (Illg).
- 17. TRANSITION FROM MANUAL TO ELECTRONIC/DIGITAL TIMESHEETS DISCUSSION:** City Manager Evans provided the overview of staff’s efforts to transition to an electronic timekeeping system.

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STAFF REPORTS

- 18. JACOB EVANS, CITY MANAGER:** He reported there were two leak adjustments in July for a total of \$212.60. He also shared some recent accomplishments within the City including paving of various roads, upgrades to the dog park and Main Street Park, and much needed maintenance of the City's water and wastewater infrastructure.
- 19. ROBIN GAZAWAY, FINANCE DIRECTOR:** Financial reports were provided to represent fund balances and activity through July 31, 2026.

MAYOR AND COUNCIL REPORTS

Councilmember Sawyer reported on the successful efforts of Family Connection regarding the Family Fair event and she thanked everyone involved. Mayor Walden and Councilmember French echoed Councilmember Sawyer's comments stating the event was well received by the public with much appreciation.

EXECUTIVE SESSION

At 5:46 p.m. a motion to close regular session and go into executive session for pending/potential litigation, real estate acquisition and/or personnel was made by M. French; second by C. Phillips. Vote carried unanimously in favor.

Councilmember Phillips left the meeting at 6:05 p.m.

At 6:12 p.m. a motion to resume the regular session was made by W. Illg; second by S. Sawyer. Vote carried unanimously in favor. (3-0)

ADJOURNMENT

At 6:12 p.m. a motion to adjourn the meeting was made by S. Sawyer; second by M. French. Vote carried unanimously in favor. (3-0)

Approved this 3rd day of September 2026

By: CITY OF DAWSONVILLE

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk

STATE OF GEORGIA
COUNTY OF DAWSON

AFFIDAVIT OF THE CITY OF DAWSONVILLE MAYOR AND COUNCIL

Mayor John Walden, Councilmember Caleb Phillips, Councilmember William Ilg, Councilmember Sandra Sawyer and Councilmember Mark French; being duly sworn, state under oath that the following is true and accurate to the best of their knowledge and belief:

1. The City of Dawsonville Council met in a duly advertised meeting on August 17, 2026.
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 546 p.m.
4. The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law: (check all that apply)

☐ Consultation with the City Attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the City or any officer or employee or in which the City or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1);

☐ Discussion of tax matters made confidential by state law as provided by O.C.G.A. § 50-14-2(2) and _____;

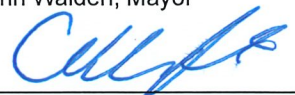
☒ Discussion of future acquisition of real estate as provided by O.C.G.A. § 50-14-3(b)(1);

☐ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a City officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

☐ Other _____ as provided in: _____.

This 17th day, August 2026; By the City of Dawsonville, Mayor and Council:


John Walden, Mayor


Caleb Phillips, Councilmember Post #1

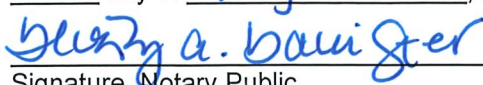

William Ilg, Councilmember Post #2


Sandra Sawyer, Councilmember Post #3


Mark French, Councilmember Post #4

Sworn to and subscribed before me this

17 day of August, 2026


Signature, Notary Public

My Commission expires: Feb 18, 2028



RESOLUTION NO. R2026-04

RESOLUTION AUTHORIZING THE TRANSMITTAL OF A DRAFT CITY OF DAWSONVILLE CAPITAL IMPROVEMENTS ELEMENT ANNUAL UPDATE TO THE GEORGIA MOUNTAINS REGIONAL COMMISSION FOR REGIONAL AND STATE REVIEW.

WHEREAS, City of Dawson has prepared an annual update to a Capital Improvements Element in April 2025 as part of the City's impact fee program, which serves as a chapter, or element, in the City's Comprehensive Plan; and

WHEREAS, City of Dawsonville has drafted an annual update of the Capital Improvements Element was prepared in accordance with the Development Impact Fee Compliance Requirements established by the Georgia Department of Community Affairs, and a Public Hearing was held on August 17, 2026, in the Council Chambers of City Hall located at 415 Hwy 53 East, Dawsonville, Georgia; and

NOW THEREFORE BE IT RESOLVED, that the Mayor and the Council of City of Dawsonville do hereby submit the annual update of Capital Improvements and covering the five-year period 2026 – 2030 to the Georgia Mountain Regional Commission for Regional and State review, as per the requirements of the Georgia Planning Act of 1989.

Adopted this 17 day of August, 2026.

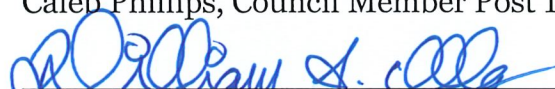
MAYOR AND DAWSONVILLE CITY COUNCIL



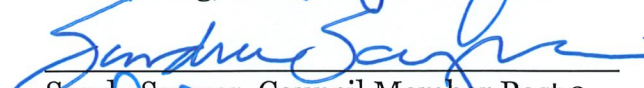
John Walden, Mayor



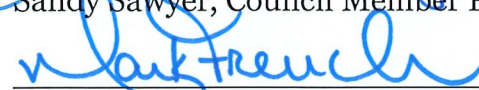
Caleb Phillips, Council Member Post 1



William Illg, Council Member Post 2

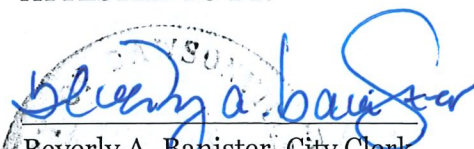


Sandy Sawyer, Council Member Post 3

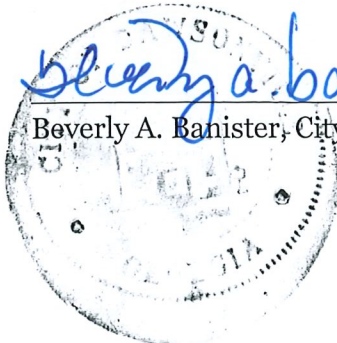


Mark French, Council Member Post 4

ATTESTED TO BY:



Beverly A. Banister, City Clerk



SECTION 11

SALARIES AND OTHER COMPENSATION

11.1 Approval

The City's compensation system is intended to be fair, competitive, fiscally responsible, and compliant with applicable federal and Georgia law, and is administered consistent with City-wide policies, anti-harassment, and accommodation.

Employee salaries shall be set by the City Manager, except that the City Manager's salary shall be set by the Council and Mayor. Such discretionary decisions shall be based on objective factors such as market conditions, recruitment/retention needs, added responsibilities, and consistent with this EPP. The City Manager shall review salaries on a regular basis and may adjust them as necessary, consistent with the City budget approved by the City Council and Mayor. The City Manager shall set and adjust salaries in a manner consistent with the compensation philosophy in Section 3 of the EPP.

No employee shall be entitled to automatic annual salary increases. Any increase in pay must be expressly approved under this EPP and the City's budget process.

11.2 Reclassification of Employee

Upon reclassification, an employee's salary may be adjusted to the new position, if applicable, as determined by the City Manager and consistent with this EPP and the approved budget.

11.3 Demotion

When an employee is demoted, the City Manager may reduce the employee's salary to a level that corresponds to the employee's experience, provided the salary remains consistent with this EPP and the approved budget.

Upon written request from the Department Head, the City Manager may authorize the employee to retain the same salary after a demotion, provided the salary is consistent with Section 3 of this EPP and does not place an undue strain on the City's budget.

11.4 Transfer

When an employee is transferred, the City Manager may determine the employee's salary for the position to which the employee is transferred, consistent with this EPP and the approved budget. As a general rule, the employee's salary shall not exceed the salary the employee received immediately prior to the transfer. In special or unusual circumstances, the City Manager may approve a higher salary consistent with Section 11.6 and the approved budget.

11.5 Reappointment

Reappointment is defined as the re-employment of a former City employee into a position for which the individual previously served, following a break in service. A reappointment is distinguished from a new hire in that the appointing authority has discretion to consider the employee's prior service record, qualifications, and experience when determining salary and placement.

When an employee is reappointed, the City Manager may determine the employee's salary for the position, consistent with this EPP and the approved budget. In special or unusual circumstances, the City Manager may approve a salary that exceeds the employee's prior salary, consistent with Section 11.6 and the approved budget.

11.6 Special Circumstances

In special or unusual circumstances, the City Manager may authorize the adjustment of an employee's salary in a manner consistent with this EPP and within the approved budget. Examples include but are not limited to hard-to-fill positions, counteroffers, critical skill shortages, and/or significant additional duties. In addition, notwithstanding Sections 11.4 and 11.5, the City Manager may approve compensation that exceeds the employee's prior salary when justified by special or unusual circumstances and consistent with the approved budget. If the City Manager takes an action pursuant to this paragraph, he shall promptly notify the City Council.

11.7 Salary Advancements

A salary advancement is defined as a short-term arrangement where an employer lets an employee receive a portion of their next paycheck early to cover immediate expenses. Salary advancements are not allowed.

11.8 Certification and Training Incentive Pay

The City provides certification and training incentive pay to encourage professional development, strengthen workforce capability, support recruitment and retention, and align employee skill advancement with organizational needs. Employees who obtain an approved certification, license, or specialized training credential that is directly related to their job duties or enhances the City's operational effectiveness may be eligible for certification and training incentive pay, subject to this section and the City's Certification Incentive Schedule (Appendix I). The following definitions apply to this section:

- **Certification:** A credential awarded by a recognized governing body indicating successful completion of required training, education, and/or examination.
- **License:** A legally required credential issued by a regulatory authority (e.g., CDL).
- **Incentive Pay:** Additional compensation provided in recognition of obtaining an approved certification or license.
- **Good Standing:** The employee is not subject to an active performance improvement or formal disciplinary action at the time of approval. The Human Resources department maintains the definitive record of discipline status.

Certification and training incentive pay under this section is governed by the following standards:

- The employee must be in good standing.
- Department head and Human Resources shall review and recommend certification incentive pay requests, and the City Manager or designee shall provide final approval consistent with budgetary authority.
- The credential must be relevant to the employee's job duties or to City operations.
- The employee must provide official documentation of successful completion.
- Incentive pay applies only while the approved credential remains active and in good standing. If an approved certification or license is suspended, revoked, or lapses, the associated incentive pay shall be removed effectively in accordance with administrative payroll procedures.
- Certifications or licenses required for the employee's position at the time of hire are not eligible for additional incentive pay.
- Duplicate or substantially similar credentials are not eligible for additional compensation. An employee holding the same certification used in multiple departments is eligible for only one incentive for that credential.
- Total certification-based incentive pay shall not exceed 20% of the employees' base pay unless otherwise approved by the City Manager. This limit applies only to certification and training incentive pay and does not limit overtime, holiday premium pay, call-out pay, or other forms of compensation provided under Section 3 of this EPP.
- The City will pay for an approved certification or training program one time per credential. If an employee does not successfully complete the certification or training on the first attempt, all subsequent attempts shall be at the employee's own expense.
- Employees may obtain no more than two (2) City-funded certifications or training credentials in any fiscal year. The City Manager or designee may further limit the number of certifications or training programs approved in a given fiscal year for budgetary purposes.
- Prior to starting a certification for which the employee intends to obtain certification or training incentive pay, an employee must have the approval both of their Department Head and the City Manager.

The City shall maintain a separate Certification Incentive Schedule, attached as Appendix I and incorporated by reference into this section. Appendix I may be revised administratively, including the addition, removal, reclassification, or repricing of certifications or training programs, without formal amendment of this EPP, subject to the City's applicable administrative approval process.

Human Resources shall maintain Appendix I, ensure consistent application of this section, conduct periodic review for competitiveness and equity, and coordinate with Finance regarding budgetary oversight. Any changes to Appendix I shall be documented.

Department Heads shall evaluate and recommend credential approvals, ensure alignment with departmental needs, and monitor employee compliance with maintenance or renewal requirements.

The City may, in its discretion, pay for or reimburse certification and training costs, require a minimum service commitment following employer-funding training, or deny funding for certifications or training that do not align with operational needs.

For any City-funded certification or training classified as Level 2 or higher under Appendix I, an employee who voluntarily separates from employment or is terminated for cause before completing twenty-four (24) months of service following completion of the certification or training shall repay the City on a pro-rated basis for the employer-paid certification or training costs, according to the following schedule:

1) Pro-rate Repayment Schedule (24 months)

- a. Separation within 0-6 months: 100% repayment
- b. Separation within 7-12 months: 75% repayment
- c. Separation within 13-18 months: 50% repayment
- d. Separation within 19-24 months: 25% repayment
- e. Separation within 24 months or longer: 0% repayment (no obligation)

The total reimbursable amount will be calculated based on actual costs paid by the City for certification/training and related expenses. Any repayment owed by the employee shall be deducted from their final paycheck where legally permitted. Any outstanding balance beyond what may be withheld will be the responsibility of the employee, and the City will issue an invoice payable within 30 days. The employee will acknowledge these repayment terms in writing prior to the City's payment of any certification/training related expenses.

The following are automatically exempt from reimbursement:

- a. Layoff or reduction in force.
- b. Separation due to medical incapacity or disability preventing continued employment.

The City may modify or suspend Section 11.8 and Appendix I at any time.

11.9 Cost of Living Adjustments (COLA)

The City Council and Mayor may, from time-to-time, award cost of living adjustments (COLA) to all City employees or to classes of employees. Any such adjustment shall be made at the discretion of the City Council and Mayor based on their evaluation of changes in the cost of living and the availability of budgeted funds.

11.10 Salary Reductions

Salary reductions shall be administered in a manner consistent with the City's approved compensation structure and this EPP. No employee shall have their salary reduced to a point below the minimum compensation level applicable to the class of their position as established by the City.

11.11 Approval of Actions Affecting Compensation

The City Council and Mayor shall retain final authority over compensation through adoption of the City budget and approval of this Employee Personnel Policy. The City Manager shall administer employee compensation, including individual pay decisions and certification incentive pay, in accordance with the approved budget and this EPP. If there is a conflict between this section and any departmental pay practice, this section and the approved budget shall control.

11.12 Pay Schedule

All City employees shall receive their paychecks on a biweekly schedule. There are twenty-six (26) pay periods during the year.

Appendix I - Certification Incentive Schedule (By Department)

1. Compensation Framework (Applies to All Departments)

- Standard Incentive Levels – To ensure consistency, certifications are grouped into three compensation levels:
 - Level 1 (Foundational): +\$0.75/hour or \$1,500 annually
 - Level 2 (Intermediate): +\$1.50/hour or \$3,000 annually
 - Level 3 (Advanced/Specialized): +\$2.50/hour or \$5,000 annually

2. Administration Department

- Focus: Leadership, governance, public administration

<u>Certification</u>	<u>Level</u>
Certified Public Manager (CPM)	Level 2
Certification in Local Government Leadership	Level 1
Strategic Planning Certification	Level 1
Public Information Officer (PIO) Certification	Level 2
Georgia Certified Clerk	Level 2
Masters Education Management Development	Level 3
IIMC – Certified Municipal Clerk	Level 3

3. Human Resources Department

- Focus: Compliance, talent management, organizational development

<u>Certification</u>	<u>Level</u>
SHRM Certified Professional (SHRM-CP)	Level 2
SHRM Senior Certified Professional (SHRM-SCP)	Level 3
Professional in Human Resources	Level 2
Senior Professional in Human Resources (SPHR)	Level 3
Certified Compensation Professional (CCP)	Level 3
Workplace Investigator Certification	Level 1

4. Finance Department

- Focus: Accounting, auditing, public finance

<u>Certification</u>	<u>Level</u>
Certified Government Finance Officer (CGFO)	Level 3
Certified Payroll Professional (CPP)	Level 2
Government Finance Officers Association (GFOA)	Level 1
Certified Fraud Examiner (CFE)	Level 2

5. Utilities Department (Water and Sewer)

- Regulatory compliance, system operations, environmental safety

<u>Certification</u>	<u>Level</u>
Commercial Driver's License (CDL)	Level 2
Wastewater Treatment Operator License Class IV	Level 1
Wastewater Treatment Operator License Class III	Level 2
Wastewater Treatment Operator License Class II	Level 2
Wastewater Treatment Operator License Class I	Level 3

Water Treatment Operator License Class IV	Level 1
Water Treatment Operator License Class III	Level 2
Water Treatment Operator License Class II	Level 2
Water Treatment Operator License Class I	Level 3
Distribution System Operator Certification	Level 2
Collections System Certification	Level 2
Backflow Prevention Certification	Level 1
Laboratory Analyst Certification	Level 2

6. Public Works Department

- Focus: Field operations, safety, equipment, infrastructure

<u>Certification</u>	<u>Level</u>
Commercial Driver's License (CDL)	Level 2
Flagger Certification	Level 1
Heavy Equipment Operator Certification	Level 2
Certified Public Works Professional (CPWP)	Level 3
Certified Parks and Recreation Professional (CPRP)	Level 2
Certified Parks and Recreation Executive (CPRE)	Level 3
Work Zone Safety Certification	Level 1
Certified Playground Safety Inspector (CPSI)	Level 2

7. Planning and Zoning Department

- Focus: Land use, zoning law, community development

<u>Certification</u>	<u>Level</u>
Certified Floodplain Manager (CFM)	Level 2
GIS Professional Certification (GISP)	Level 2
Planning Commissioner Training Certification	Level 1
Red Card	Level 2
Gray Card	Level 3
ICC Building	Level 1
ICC Inspections (Plumbing, Electrical, HVAC, etc.)	Level 1
ICC Permit Technician Credential	Level 1
Georgia Alcohol (GBATO)	Level 1

8. Downtown Development

- Focus: Economic development, downtown revitalization, placemaking, small business support, and tourism

<u>Certification</u>	<u>Level</u>
Certified Downtown Professional	Level 3
Main Street America Revitalization Pro. Credential	Level 3
Economic Development Finance Professional (EDFP)	Level 3
Certified Economic Developer (CEcD)	Level 3
Georgia Downtown Association Training Cert.	Level 1
Placemaking Certification	Level 2
Tourism Marketing Professional Certification	Level 2
Historic Preservation Certification	Level 2

Small Business Development Certification	Level 1
Event Planning Certification	Level 1
Urban Revitalization or Redevelopment Collection	Level 2

9. Cross Department Certifications (Eligible Citywide)

<u>Certification</u>	<u>Level</u>
Leadership Dawson	Level 1
Project Management Professional: (PMP)	Level 3
Code Enforcement Officer Certification I	Level 1
Code Enforcement Officer Certification II	Level 1
Code Enforcement Officer Certification III	Level 1
Blue Card	Level 1
OSHA 10-Hour and OSHA 30-Hour Certification	Level 1
American Institute of Certified Planners (AICP)	Level 3
Grant Writing Certification	Level 2

MINUTES
CITY COUNCIL SPECIAL CALLED MEETING
G.L. Gilleland Council Chambers on 2nd Floor
Tuesday, August 18, 2026
6:00 P.M.

1. **CALL TO ORDER:** Mayor Walden called the meeting to order at 6:00 pm.
2. **ROLL CALL:** Councilmember William Illg, Councilmember Sandy Sawyer, Councilmember Mark French, Councilmember Caleb Phillips, City Manager Jacob Evans and City Clerk Beverly Banister
3. **APPROVAL OF THE AGENDA:** Motion to approve the agenda as presented made by S. Sawyer; second by M. French. Vote carried unanimously in favor.
4. **DISCUSSION WITH MEMBERS OF THE PUBLIC:** In attendance were three members of the public, Dawson County News Representative Julia Hansen and Dawson County Sheriff's Officer Corey Reemer.

The Mayor and Council discussed the following topics brought forward by the public:

- Traffic and speeding concerns regarding residents exiting the Burt Creek Subdivision onto Hwy 9 in both northbound and southbound directions
- Concerns were raised about contractors working on the wastewater treatment plant project speeding along JC Burt Road
- Approved development for 120 single-family semi-detached homes on and around 592 Hwy 9 South and the proposed Maple Street extension
- Water/wastewater recent rate increase and potential senior and disabled persons discount program
- Development of the City Center on the seventeen-acre tract and possible tax allocated district
- Proposed roundabouts within the City as part of GDOT's long-range transportation plans

Councilmember Phillips left the meeting at 6:30 p.m.

5. **ADJOURN:** At 7:21 p.m. a motion to adjourn the meeting was made by W. Illg; second by M. French. Vote carried unanimously in favor. (3-0)

Approved this 3rd day of September 2026

By: CITY OF DAWSONVILLE

John Walden, Mayor

Caleb Phillips, Councilmember Post 1

William Illg, Councilmember Post 2

Sandra Sawyer, Councilmember Post 3

Mark French, Councilmember Post 4

Attested: _____
Beverly A. Banister, City Clerk



CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7b

DATE: SEPTEMBER 3, 2026

TITLE: APPROVE 2027 SOLID WASTE COLLECTION SERVICE AGREEMENT

PRESENTED BY: BEVERLY A. BANISTER, CITY CLERK

PURPOSE FOR REQUEST

TO APPROVE THE AGREEMENT WITH RED OAK SANITATION TO PROVIDE SOLID WASTE COLLECTION SERVICE FOR 2027

HISTORY/ FACTS / ISSUES

- CITY COUNCIL APPROVED THE 2027 RED OAK SANITATION PROPOSED RATE AT \$15.90 PER CAN, PER MONTH ALONG WITH THE CHANGES TO BILLING AND PAYMENT AT THE AUGUST 3, 2026 MEETING
 - CITY ATTORNEY REVIEWED AND APPROVED THE AGREEMENT
-

FINANCIAL IMPACT

RECOMMENDATION

STAFF RECOMMENDS APPROVAL

CONTRACT FOR SOLID WASTE COLLECTION SERVICE

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into effective on the **1st day of January, 2027**, by and between the City of Dawsonville, a political subdivision of the State of Georgia, by and through its City Council, hereinafter referred to as "City," and Red Oak Sanitation Inc., a Georgia Corporation, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power, and

WHEREAS, the granting of an exclusive Contract to a private corporation for the collection and disposal of solid waste is a valid function of City; and

WHEREAS, City and Contractor desire to enter into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the collection and disposal of all Residential Solid Waste generated within the City, and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the City that the owner or occupant of every Residential Premises and Commercial Hand-load Customer in the incorporated area of the City shall receive solid waste collection and disposal services provided by Contractor, and

WHEREAS, City agrees to bill and collect the fees from the Residents and Commercial Hand-load Customers for Contractor's solid waste collection services to the City, and the City agrees to pay for such services.

THEREFORE, City and Contractor agree as follows:

1. **DEFINITIONS**

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Brown Goods**: Those items of furniture, such as sofas, chairs, tables, carpets and other large items, which cannot reasonably be placed in a residential garbage can or 95-gallon cart.
- 1.2 **Cart**: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors.
- 1.3 **C & D Materials**: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
- 1.4 **Commercial Premises**: All non-Residential Premises, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

- 1.5 Commercial Hand-load Customer: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.
- 1.6 Commercial Solid Waste: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.
- 1.7 City: City of Dawsonville, Georgia.
- 1.8 Curbside: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.
- 1.9 Agreement: This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.
- 1.10 Contractor: Red Oak Sanitation, Inc.
- 1.11 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.
- 1.13 Residential Premises: A dwelling within the incorporated area of the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.
- 1.14 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.
- 1.15 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, , , plastics, glass, crockery, metal cans or other such residential waste.
- 1.16 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.
- 1.17 Yard Debris: Leaves, brush, grass clippings; shrubs, tree prunings, and other vegetative materials from the maintenance of yards, lawns and landscaping at Residential Premises.

2. **SCOPE OF WORK**

The work under this Contract shall consist of the work and services to be performed in the collection and disposal of Residential Solid Waste generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

3. **COLLECTION**

3.1 Service Provided.

- (a) Contractor shall collect Garbage and Rubbish from each Residential Premises and Commercial Hand-load Customer one (1) time per week at Curbside. Once per week curbside service shall consist of the one ninety-five (95) gallon cart supplied

by the City, plus extra trash. Extra trash cannot consistently exceed 50 gallons per week, or an additional cart will be required for \$10/month.

- (b) The Contractor shall collect up to four (4) bags or bundles of Yard Debris placed Curbside on the first Wednesday of each month from the Residential Premises. All yard waste must be cut and bundled in sections no greater than three (3) feet in length. Bundles may be no larger than twelve (12) inches in diameter. Bags, cans, or bundles cannot exceed twenty (20) pounds in weight. Large branches & limbs cannot exceed 3 inches in diameter or 3 feet in length.
- (c) Contractor will not take any construction debris, rock, dirt, sod, mulch, railroad ties, concrete, paint, oil, logs, or trees. Contractor does not offer a tree removal service.
- (d) The day of collection shall be Wednesday unless otherwise mutually agreed by Contractor and City.
- (e) The occupant of the Residential Premises and Commercial Hand-load Customer shall bag garbage and rubbish, and place only Garbage and Rubbish in the proper container.
- (f) The occupant of the Residential Premises and Commercial Hand-load Customer shall place the container(s) at Curbside by 6:00 AM on the designated collection day. The occupant of the Residential Premises shall place Yard Debris in paper bags designed for Yard Debris at Curbside by 6:00 AM on the designated collection day.
- (g) Contractor shall not be responsible for collection of Garbage and Rubbish not placed in the proper container.
- (h) Contractor shall not be responsible for any container, or Yard Debris, not in the proper location at time of service, which is Curbside.
- (i) Occupants of Residential Premises and Commercial Hand-load Customer may request more special services at a price to be agreed upon by the occupant and Contractor and paid monthly by the occupant directly to contractor via ACH.

3.2 Elderly and Disabled. Contractor shall provide side-door pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving backyard pick-up exceed two percent (2%) of the total Residential Premises. Contractor shall provide side-door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will side-door or backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where side-door or backdoor service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

3.3 Location of Containers for Collection. The Container and bagged Yard Debris shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the

collection vehicle. Contractor may decline to collect any container not so placed or any residential or commercial refuse not in a bag.

4. **ROUTES AND HOURS OF COLLECTION OPERATION**

4.1 Hours of Operation. Collection of Residential Solid Waste shall not start before 6:00 AM nor continue after 7:00 PM on the same day.

4.2 Routes of Collection. Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or day of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units.

4.3 Holidays. The following shall be holidays for the purpose of this Contract:

New Years' Day	July 4 th	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

4.4 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received.

4.5 Containers. The Contractor agrees to be back charged for trash containers that require replacement due to the negligence and/or abuse of Contractor's personnel during refuse collection.

4.6 Collection Equipment and Personnel. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.7 Office. The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.

4.8 Access. The Contractor shall be required to provide collection services to all Residential Premises located on roadways accessible to standard waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts and bagged Yard Debris at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts and bagged Yard Debris at an accessible location on a roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart and bagged Yard Debris at curbside adjacent to a publicly owned roadway, then

the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant, except as provided in Section 3.2 of this Contract.

5. **DISPOSAL**

- 5.1 Disposal. All Garbage, Rubbish and Yard Debris collected for disposal by the Contractor shall be disposed of in a fully permitted, Sub-title D Municipal Solid Waste Landfill with tipping fees paid by the Contractor. Should tipping fees at the landfill rise during the contract period, an adjustment to the monthly fee shall be made based on 195 pounds per residential unit per month. An example calculation is shown:

45 lbs. per house/week X 52 weeks/year / 2000 lbs. X New Tip Fee /12

45 lbs. per house/week X 52 weeks/year / 2000 lbs. X Existing Tip Fee / 12 months

The difference between the two figures is the monthly increase per Residential Unit.

Proof of the increase of landfill fees must be provided by the Contractor to the City prior to any disposal increase and only the difference in the amount old and new landfill rates can be increased.

6. **COMPENSATION**

- 6.1 Rates of Compensation for One (1) Year Rate Period. Contractor shall be paid by the City for solid waste collection, Yard Debris removal, and disposal services provided hereunder at the rate of **\$15.90** per month per address (Residential or Commercial Hand-load). In addition, the contractor shall be paid **\$10.00 per month for each additional cart service provided to a residence**. There shall be no charge for services provided to City Hall.
- 6.2 Renewal; Rates of Compensation for Subsequent One (1) Year Rate Periods. Upon the mutual agreement of the City and Contractor, the parties may renew this Agreement for additional terms. Prior to the end of the initial one (1) year term of this Agreement, and at each one (1) year interval thereafter, the City and the Contractor may enter into negotiations to establish, and agree upon, rates of compensation to be paid to Contractor during the next ensuing one (1) year term. The rates shall be based on Contracts' capital, operating, disposal, and management costs projected to be incurred during the next one (1) year term, and a fair and reasonable profit margin thereon. In the event that the City and Contractor are unable to agree on rates to be paid to Contractor during the next one (1) year term by not later than 90 days prior to the end of the then current year term, this Agreement shall terminate pursuant to Section 11 hereof.
- 6.3 Rate Adjustments Due to Significant Changes. The rates set forth in Section 6.1 shall be fixed for the initial one (1) year term of this Agreement, and shall only be adjusted to compensate Contractor for:

Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law. In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for approval of the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during

any dispute, with the City, if any, until any dispute is resolved, and the City and Contractor agree to adjusted rates of compensation.

- 6.4 City to Act as Collector. The City under the base bid shall submit statements and collect from all Residential Units and Commercial Hand-load Premises for services provided by the Contractor pursuant to this Agreement, except for those extra services outlined in Section 3.1 (i).
- 6.5 Delinquent and Closed Accounts. Upon written notice sent by the City, the Contractor shall discontinue refuse collection service at any Residential or Commercial Premises. Upon further written notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day.
- 6.6 Contractor Billings to City. The Contractor shall bill the City on or before the first day of the calendar month immediately preceding the month in which collection services are to be provided, and the City shall pay the invoiced amount on or before the first day of the month for which the services are rendered. Such billing and payment shall be based on the total number of Residential and Commercial Hand-load Premises in the incorporated areas of the City and the price rates set forth in Section 6.1. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the customer for such service.

The same service and rates shall be extended to any areas which may be annexed by the City during the term of the contract, or any new developments within the incorporated limits of the City. City will inform contractor of each and every new home that is added to the route no less than thirty (30) days prior to the first service day.

7. **NON-DISCRIMINATION**

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

8. **INDEMNITY**

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees.

9. **FORCE MAJEURE**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of

increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

10. **LICENSES AND TAXES**

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the City and State.

11. **TERM**

The term of this Agreement shall begin on 1st day of January, 2027 and continue for a period of one (1) year. Pursuant to Section 6.2 hereof, the Contractor or the City shall have the right to terminate this Agreement at the end of the one (1) year term or at the end of any renewal one (1) year term.

12. **REPORTS**

Contractor shall provide various reports to the City as may be required from time to time by the City.

13. **INSURANCE**

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage with a combined limit of no less than \$1,000,000. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

14. **COMPLIANCE WITH LAW**

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the City, state and federal governments. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

15. **ASSIGNMENT**

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor without the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

16. **EXCLUSIVE CONTRACT**

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City of Dawsonville. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide collection and disposal service to all Residential and Commercial Hand-

load Premises in the incorporated area of the City of Dawsonville for the initial one (1) year term of this Agreement and all renewal terms thereto, and Contractor shall perform that service only through this agreement and not with any persons or entities directly in the City of Dawsonville. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

17. OWNERSHIP

Title to the Residential Solid Waste and Yard Debris to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

18. TERMINATION AND ATTORNEY FEES

18.1 In the event of an alleged material breach of this Contract, the City shall provide written notice of such breach to the Contractor. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Council may elect to:

- (i) provide written notice to the Contractor that the Contract will be terminated;
- (ii) extend the time to allow Contractor to cure the breach; or
- (iii) impose sanctions or other remedies without terminating the Contract.

18.2 Costs. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees to pay all reasonable costs expended by the other party, including reasonable attorney fees.

19. MISCELLANEOUS PROVISIONS

19.1 Choice of Law. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

19.2 E-verify. Contactor shall execute the E-Verify affidavit attached hereto as Exhibit A.

19.3 Entire Agreement. This instrument and the attached exhibit contain the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

19.4 Severability. If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

- 19.5 Captions. The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.
- 19.6 City's Authority. The parties signing this Contract on behalf of the City have been authorized to do so by specific action of the Mayor and City Council of the City of Dawsonville adopted in open meeting and of record in its official minutes.
- 19.7 .Notices. All notices under the terms of this Agreement shall be hand delivered, delivered by Certified Mail or delivered by nationally recognized overnight delivery service to the address set forth hereinbelow or at such other future address as may be provided by one to the other.

EXECUTED this _____ day of _____, 2026.

City of Dawsonville, GA
415 Hwy 53 E, Suite 100
Dawsonville, GA 30534

Red Oak Sanitation
2 Ruby Street
Gainesville, GA 30503

By: John Walden, Mayor

By:

Beverly A. Banister, City Clerk

Witness

EXHIBIT "A"

Affidavit Pursuant to Georgia Immigration Laws

Note: As a prerequisite to certain interactions with government entities, Georgia Law requires an affidavit regarding the subjects indicated herein.

1. I am over the age of 18, of sound mind, and am competent to make this Affidavit.

2. Initial all that apply (you may initial more than one):

_____ I execute this Affidavit as an applicant for a Public Benefit. Public Benefits include Retirement Benefits, Health Benefits, Disability Benefits, Business Loans, Business Licenses, Professional Licenses, Certificates authorizing the transaction of regulated businesses, other benefits as referenced and defined in O.C.G.A. Section 50-36-1, and as defined by the Attorney General of the State of Georgia.

_____ I execute this Affidavit as a contractor or subcontractor on a project of the City of Dawsonville, Georgia.

3. I submit this affidavit on behalf of _____ (self or business entity).

4. With respect to my personal presence in the United States, I state as follows:

a. _____ I am a United States citizen. **OR**

b. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act lawfully present in the United States. I have provided my Alien Registration Number or, in the event I do not have an Alien Registration Number, I have provided another identifying number below.*

5. *(For Contractors, and Subcontractors Only)* With respect to efforts to verify the lawful presence of persons employed or engaged by me or the entity on behalf of which I sign this Affidavit, I affirm (a) that I or the entity on behalf of which I submit this affidavit has registered with, is authorized to use, and uses the system known as "E-Verify" to determine immigration status of all employees, contractors or subcontractors, as the case may be; (b) that the pertinent **E-Verify user number and date of authorization** are _____ and _____; (c) that E-Verify will be used to verify the immigration status of all employees and contractors/subcontractors in the future, indefinitely; (d) that I will only enter into subcontracts with individuals or entities who also use E-Verify; and (f) that I will notify the City of Dawsonville, Georgia immediately if there should be any change in the above stated E-Verify usage.

6. In making the above representations under oath, I understand that the City of Dawsonville, Georgia and its employees are relying upon this affidavit, and I hereby authorize them to do so. I am aware that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____.

Print: _____

*

_____ Alien Reg. No. or Other Identifying No. for Non-Citizens

Notary Public

My Commission Expires:

***Note:** O.C.G.A. § 50-36-1(f)(1)(B)(ii) requires that aliens under the federal Immigration and Nationality Act, as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. **Qualified aliens that do not have an alien registration number may supply another identifying number.**

OFFICE USE ONLY: Type of Secure and Verifiable Document: _____



CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 7c

DATE: SEPTEMBER 3, 2026

TITLE: APPROVE AMENDMENT TO THE 2026 FARMERS MARKET USE AGREEMENT

PRESENTED BY: JACOB EVANS, CITY MANAGER

PURPOSE FOR REQUEST

TO APPROVE THE AMENDMENT TO THE 2026 FARMERS MARKET USE AGREEMENT WITH DAWSON COUNTY CHAMBER OF COMMERCE ON BEHALF OF THE AMICALOLA REGIONAL FARMERS MARKET

HISTORY/ FACTS / ISSUES

- CLARK MCALLISTER FROM AMICALOLA REGIONAL FARMERS MARKET REQUESTED TO EXTEND THEIR USE OF THE FARMERS MARKET THROUGH NOVEMBER 14, 2026 TO SELL FALL ITEMS
 - ORIGINAL AGREEMENT TERMINATED ON OCTOBER 17, 2026
 - CITY ATTORNEY DRAFTED THE AMENDMENT
-

FINANCIAL IMPACT

RECOMMENDATION

STAFF RECOMMENDS APPROVAL

FARMERS MARKET USE AGREEMENT AMENDMENT

This Farmers Market Use Agreement Amendment (hereinafter referred to as the “Amendment”) is entered into and effective this _____ **day of** _____, **2026**, by and between the **CITY OF DAWSONVILLE** (hereinafter referred to as “CITY”), a Georgia municipal corporation, and the **DAWSON COUNTY CHAMBER OF COMMERCE, INC.**, a Georgia non-profit corporation, by and through its authorized committee the **AMICALOLA REGIONAL FARMERS MARKET**, (hereinafter referred to as “CHAMBER”) for the use of the CITY’s Farmers Market Pavilion located on Allen Street (hereinafter referred to as “the Pavilion”).

WITNESSETH:

WHEREAS, the parties hereto previously entered into a Farmers Market Use Agreement on March 12, 2026 (the “2026 Agreement”); and

WHEREAS, the parties have determined that their needs have changed slightly since the 2026 Agreement, and have determined that this Amendment serves the best interest of all parties.

NOW THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration mutually exchanged this date between parties hereto, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

Extension of “Scheduled Days”

Section 2, Paragraph (a) of the 2026 Agreement is hereby deleted in its entirety, and in its place is inserted a new Section 2, Paragraph (a), which from this date shall include the following language:

(a) Every Saturday beginning on April 25, 2026, through and including November 14, 2026, less and except October 24, 2026, from 8:00 AM until 2:00 PM (the market will close at 1:00 PM with the last hour for any needed clean-up).

Except as amended herein, CHAMBER and CITY hereby incorporate and restate the terms of the 2026 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date(s) set forth below with an effective date of the last to sign.

CITY OF DAWSONVILLE

**DAWSON COUNTY CHAMBER OF
COMMERCE, INC.**

By: John Walden, Mayor

By: Mandy Power, CEO

Date:_____

Date:_____

Attest:

Beverly A. Banister, Clerk

Secretary



CITY COUNCIL

EXECUTIVE SUMMARY FOR

AGENDA ITEM # 8

DATE: SEPTEMBER 3, 2026

TITLE: Electronic/Digital Timesheet Discussion

PRESENTED BY: Jacob Evans, City Manager

PURPOSE FOR REQUEST

To request approval of an electronic timekeeping and payroll system with Paychex to replace the City's current manual, paper-based timesheet process.

HISTORY/ FACTS / ISSUES

Staff began researching electronic timekeeping options in January 2026. The following providers were reviewed:

- Ascensus (formerly Heartland)
- PayClock
- Paychex
- ADP

Following this review, staff believes Paychex is the preferred option based on its ease of use, implementation support, pricing, and ability to combine timekeeping and payroll services within one platform.

Paychex Benefits

- **Simple platform:** Paychex offers an easy-to-use system for employees and administrators
- **Implementation and training:** Paychex has provided a structured five-step rollout process to support a smooth transition.
- **Competitive Pricing:** Paychex has offered pricing lower than the City's current payroll provider
- **Integrated services:** The system combines electronic timekeeping and payroll processing, eliminating the need for multiple platforms.

Expected Costs

- Payroll (bi-weekly) - \$116.00
- Monthly fees - \$220
- Annual Fees - \$359.50
- One-time fees - \$50

Additional pricing information is included in the attached proposal.

Time Clock Process

- **Staff initially considered a fingerprint-based clock-in option. However, this option was discontinued by the provider following COVID-19. Staff is recommending the use of a personal identification number (PIN) system instead.**
- **Under the proposed process, each employee would create and use a unique PIN to clock in and out.**

Implementation Plan

- **Step 1 – Welcome and Questionnaire**
- **Step 2 – Site Review and Training**
 - **This will include a detailed training with the City Manager and Finance/HR Director.**
 - **Then a detailed training with all Department Heads**
 - **Then a detailed training with all staff members**
- **Step 3 – Go Live and Check-In**
- **Step 4 – Payroll Processing**
- **Step 5 – Transition to Ongoing Support**

FINANCIAL IMPACT

Funding for this system was anticipated during the City’s budget planning process.

RECOMMENDATION

Staff recommends approval

Investment Summary

City of Dawsonville

Created Date: 01-07-2026

Quote Number: Q-1988027

Prepared by:

Maggie Quincy

Sales Representative

Mid-Market Sales Consultant

mquincy@paychex.com

Prepared for:

Robin Gazaway

robin.gazaway@dawsonville-ga.gov

Per Pay Period - Bi-Weekly	Units	Rate / Unit	Total	Total Discount %	Rate / Unit after Discount	Net Total
Paychex Flex® Select						
Paychex Flex® Select - Per Payrun Fee	1	\$75.00	\$75.00	50.00%	\$37.50	\$37.50
Paychex Flex® Select - Per Check Fee	25	\$4.10	\$102.50	50.00%	\$2.05	\$51.25
Premium Support - Per Payrun Fee	1	\$13.50	\$13.50	0.00%	\$13.50	\$13.50
Premium Support- Per Check Fee	25	\$1.10	\$27.50	50.00%	\$0.55	\$13.75
Total						\$116.00

Monthly Fees	Units	Rate / Unit	Total	Total Discount %	Rate / Unit after Discount	Net Total
Paychex Flex Time - Per Employee Fee	25	\$5.25	\$131.25	20.00%	\$4.20	\$105.00
Lease-Paychex P6000 Proximity Time Clock, Non-HID	2	\$115.00	\$230.00	50.00%	\$57.50	\$115.00
Total						\$220.00*

*Paychex Flex® Time has a monthly minimum fee of \$105.

Annual Fees	Units	Rate / Unit	Total	Total Discount %	Rate / Unit after Discount	Net Total
Year End - Base Fee	1	\$102.50	\$102.50	0.00%	\$102.50	\$102.50
W-2 or 1099 Processing - Per User Fee	25	\$9.00	\$225.00	0.00%	\$9.00	\$225.00
Year-End Handling Base Fee	1	\$32.00	\$32.00	0.00%	\$32.00	\$32.00
Total						\$359.50

One-time Fees	Units	Rate / Unit	Total	Total Discount %	Rate / Unit after Discount	Net Total
Paychex Flex® Select - Setup Fee	1	\$200.00	\$200.00	100.00%	\$0.00	\$0.00
Time Clock Delivery	2	\$25.00	\$50.00	0.00%	\$25.00	\$50.00
					Total	\$50.00

The Fees and/or discounts quoted in this Investment Summary are valid for thirty (30) days from the creation date.



Investment Summary Package

Paychex Flex® Select

Talent Management

- HR Library
- Onboarding Tasks

Payroll and Financial Support

- Payroll Processing
- Payroll Tax Service (Taxpay®)
- Flexible Employee Pay Options

Workforce Management

- Analytics and Reports
- General Ledger Report
- New Hire Reporting
- Labor Compliance Poster Kit
- Employment and Income Verification Service

Employee Experience

- Enhanced Employee Mobile Experience
- Learning Management System (LMS)
- Corporate Events Calendar
- Cashflow Assistance (FinFit®)
- 401(k) Report
- Retirement Plan Summary Report

Notations

Product / Billing

- This is a proposal only. The Fees quoted are estimates and your actual Fees may vary based on your payroll frequency, number of workers, and actual products or services selected. The information contained in this proposal is confidential and proprietary and should not be shared with anyone outside your company. Unless otherwise agreed to in writing by the parties: (1) Fees may change as set forth in the service agreement; and (2) promotions begin and expire according to the terms of the promotion.
- Totals displayed do not include sales tax where applicable.
- Payroll Delivery: Delivery fees charged only if incurred.
- Quarter/Year End Report Delivery: Quarter/YE Report Delivery fees are not included and will be charged if a package is delivered. Additional fees will apply.
- Per Pay Period Fees quoted above are based on information provided by the Client and will change without notice if Client changes the pay frequency and/or number of workers or checks.
- Bill Pay, Powered by BILL is included as part of the services selected for one (1) Authorized User. Additional Authorized Users will incur additional Fees. Bill Pay may also include transaction and other Fees, which are disclosed at the time of scheduling each bill payment and/or can be found on Vendor's website.

Implementation

- Direct Deposit and Taxpay®: Direct Deposit and Taxpay
- General Ledger Report or General Ledger reporting service: General Ledger Report

Year-End Delivery

- **Note:** Please review your delivery method with your service provider before 12/31 to avoid additional charges, which may include a \$2.00 handling fee for each form printed and mailed by Paychex.
- **Online Only**
 - You and your employees will receive no physical output.
 - W2s are typically available online within the first full week of January.
- **Direct to Employee:**
 - W2s will be mailed directly to your employee's address on file. You will not receive a package.

Customer Support

- **Premium Support:** Direct access to support advisors for your unique needs via phone, chat, and email, plus access to a Paychex payroll specialist to enter and submit payroll on your behalf so you can focus on your business.

Fees Billed Per Use

Fees Billed Per Use	Rate	Discount %	Rate after Discount
Remote I-9 - Per Verification	\$85.00	0.00%	\$85.00
Form I-9 - Per Verification	\$2.50	0.00%	\$2.50

DRAFT

Paychex Service Agreement

Company Name City of Dawsonville

Federal ID Number

Services Selected by Company: See Part A – Product Selection
Page

This Paychex Service Agreement (the "Agreement") is entered into between Paychex, Inc. and its affiliates ("Paychex"), located in Rochester, New York and the Company identified above and each Company identified in Part D ("Client") pursuant to the terms and conditions of this Agreement. Paychex and Client may collectively be referred to as the "Parties" or individually as a "Party". Unless otherwise specified in this Agreement, the effective date of the Agreement will be the date that Paychex receives the signed Agreement from Client ("Effective Date"). The Agreement will continue until terminated in accordance with its provisions. This Agreement shall be made up of this signature page and Part A (Services), Part B (General Terms and Conditions), Part C (Product Terms and Conditions), and Part D (Companies Entering Into Agreement), and shall be one Agreement regardless of the revision date of each Part. If one or more additional Companies related to Client will be entering into an Agreement with Paychex, the Companies entering into the Agreement are listed in Part D. Each Company listed in Part D will be deemed to be entering into a separate Agreement with Paychex for the Services selected by Client in Part A.

- 1. Paychex Services.** Client engages Paychex to provide the products and/or service(s) selected by Client(s) in Part A of this Agreement, or as otherwise agreed to by the Parties ("Service(s)"). Paychex will not be obligated to, nor will Paychex commence any individual Service until Paychex receives all documents and/or information necessary to begin each individual Service ("Service Effective Date"). Client acknowledges that each of the Services may have a separate Service Effective Date. **Until the Service Effective Date, Client will continue to provide for itself the Services requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date or for Services declined by Client.**
2. Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor is Paychex a fiduciary of Client, a fiduciary of any Client benefit plan offered for the benefit of Client's Employees, or the employer or joint employer of Client's Employees. Paychex will not be responsible for Client's compliance with, nor will Paychex provide legal or other financial advice to Client with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any wage and hour laws. Client agrees to comply with any and all applicable federal, state, local and international laws, regulations or ordinances ("Laws"), and Client is solely responsible for retaining all copies of any documents received from or made available by Paychex or provided to Paychex as required by applicable Laws.
3. Client understands that this Agreement may be considered an application for credit. Client authorizes Paychex to investigate and verify the identity, bank account and/or credit of Client and/or its principals, including bank account status and history, prior to providing any Services under this Agreement (collectively "Client Verification"). Paychex may also perform Client Verification pursuant to applicable federal and/or state requirements. Client acknowledges that Paychex may engage third parties to perform Client Verification and authorizes Paychex to share with third parties Client data, including Client Confidential Information, to perform Client Verification. Client further agrees that Paychex is not liable for the actions or inactions of such third parties, including but not limited to any unauthorized use or disclosure of Client data by third parties.

The individual signing this Agreement represents and acknowledges that he or she has the authority to (i) execute this Agreement on behalf of the Client identified above and each Client identified in Part D, if applicable, and (ii) bind each identified Client to this Agreement. Client warrants that it possesses full power and authority to enter into this Agreement and has read and agrees to the terms and conditions set forth in this Agreement, including, without limitation the provisions addressing governing law and arbitration. Client acknowledges that it has received each referenced Part to this Agreement and has reviewed the Services selected in Part A. The Parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The Parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

Authorized Officer/Representative Name _____ Title _____
Print

Authorized Officer/Representative Signature _____ Date _____

Part A – Paychex Service Agreement

Services Selected

Paychex Flex Select Services. Client engages Paychex to provide the included Service(s), in addition to any optional Service(s) selected by Client, as indicated below. Paychex will not be obligated to, nor will Paychex commence any individual Service until the Service Effective Date. The Services are described alphabetically in Part C of this Agreement.

People	Money	Productivity
Included Services: • Form I-9 Service • Tax Credit Service** • Employee Access Online (EAO) • Paychex Learning Essentials • HR Library • Labor Posters • Employment and Income Verification Service** • Paychex Perks***	Included Services: • Payroll Processing • Taxpay® • Direct Deposit • Check Signing • Check Insertion • Check Logo Service • W-2 Service • Customer Support • Direct Deposit Switching Service powered by Pinwheel**	Included Services: • Paychex Analytics and Reports • New Hire Reporting • Paychex Integrations
Optional Services: _ Paychex Flex® Hiring _ Paychex Employee Screening Services _ Paychex Flex® Onboarding _ E-Verify Services _ Paychex Flex® HR Administration _ Paychex Learning Enhanced _ COBRA Administration Service _ Premium Only Plan (POP) _ Paychex HR Essentials _ Paychex HR Partner Plus _ Paychex Flex® Engage	Optional Services: _ ExpenseWire® _ Garnishment Payment Service _ State Unemployment Insurance Service (SUIS) _ Workers' Compensation Payment Service* _ Workers' Compensation Report Service _ Paycard* _ On-site Check Printing _ Bill Pay, Powered by BILL	Optional Services: _ Paychex Flex® Time _ Paychex Flex® Time-off Management _ Paychex Flex® Time Essentials (subject to availability) _ Time Off Accrual Service (TOA) _ Advanced Custom Interface _ General Ledger Custom Interface (subject to availability) _ Workforce Management

** May require execution of a separate agreement(s) before Paychex will commence Service(s).

** To opt out of this Service, visit go.paychex.com/employer-services.

*** To opt out of Paychex Perks and/or to review the Supplemental Terms and Conditions applicable to each offering, visit go.paychex.com/employee-engagement.

Declined Services

Client declines the Services checked below. Client is solely responsible for performing the declined Services.

☐ Check here to DECLINE
Taxpay®

☐ Check here to DECLINE
Direct Deposit

**Part B – Paychex Service Agreement
General Terms and Conditions**

1. **Term.** The term of the Agreement will begin on the Effective Date and will continue until terminated by the Parties as set forth below, or as otherwise agreed by the Parties ("Term").
2. **Client Information, Confidential Information and Contacts.**
 - 2.1 **Client Information.** Client will timely and accurately execute, provide, and/or authorize Paychex to obtain on Client's behalf, all documentation, data, information, and directives necessary for the Services under the Agreement ("Client Information") including taking all corporate action. If Client chooses to (i) allow Client employee ("Employee") or Client independent contractor ("Independent Contractor") (Employee and Independent Contractor are referred to collectively as "Worker") to review, add or change their personal, payroll, retirement, and/or tax information through Worker's Online Account, (ii) require Workers to electronically sign and/or submit certain forms or documents when making such changes, and/or (iii) integrate or use Third-Party Services to provide, modify, or add to Client Information, such information will be included in Client Information and will be treated as if provided directly by Client. Client acknowledges that it is solely responsible for obtaining and retaining any necessary consents and/or authorizations from Workers in accordance with applicable Laws. Client acknowledges that Client is responsible for any delayed remittance of Payment Amounts due to the intended recipient, any additional processing Fees, and any delay in performance of the Services incurred as a result of its failure to timely and/or accurately submit Client Information. Paychex will provide the Services based on Client Information which shall be considered authentic, accurate, and complete. Paychex is entitled to rely on Client Information and shall not be obligated to independently confirm the completeness or accuracy of such information or obtain any additional authorization from Client to act on Client Information. Paychex will not be responsible for errors that result from Paychex' reliance on Client Information.
 - 2.2 **Confidential Information.** "Client Confidential Information" means information disclosed or otherwise made available by, or on behalf of, Client to Paychex that is marked confidential or is of the nature that a reasonable person would identify it as being confidential. Paychex agrees that it shall implement and maintain a comprehensive information security program which contains administrative, technical, and physical safeguards that are deemed reasonable and necessary to protect Client Confidential Information from unauthorized disclosure, access, or acquisition. In the event of any compromise or security breach resulting in the disclosure or possible disclosure of Client Confidential Information, Paychex will notify Client in compliance with applicable Laws. Client Confidential Information does not include information that (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure; or (v) is already in the possession of the requesting Party. As between the Parties, Client owns Client Confidential Information. Information disclosed or otherwise made available by Paychex to Client that is marked confidential, or is of the nature that a reasonable person would identify it as being confidential, is owned by Paychex ("Paychex Confidential Information"). Client shall not use or disclose Paychex Confidential Information or permit it to be accessed, used or disclosed for any purpose other than in connection with the services, or otherwise in any manner to Paychex' detriment.
 - 2.3 **Use of Client Information and Client Confidential Information.** Client grants Paychex authorization, and a perpetual non-exclusive right and license (if applicable), to collect, process, transfer, use, reproduce, host, reformat, model, validate, test and create derivative works from Client Information and Client Confidential Information (collectively, "Information") in accordance with this Agreement and/or Paychex' Privacy Policy, which may be amended or modified at any time at Paychex' sole discretion. If Client has provided Information under a separate service agreement(s) with Paychex and/or a Paychex affiliate, Client authorizes Paychex to obtain and use such Information as set forth in this Agreement. Paychex may also use and disclose Information to its employees, affiliates, subsidiaries, authorized agents, third-party partners, business partners, vendors, and contractors to (i) perform or offer Services; (ii) offer additional products or services; (iii) integrate third-party services into the Services; (iv) develop and/or assist in the development of tools, products, and/or services (including datasets based on, or derived from, or including such Information); (v) perform analysis to determine Client's qualification to receive services; (vi) conduct or participate in research and analysis; and (vii) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references on Client's behalf. Client acknowledges that Paychex' use of Information may include processing via automated technologies, algorithms, data analytics, machine learning, artificial intelligence, or any other automated or computational means, including any related features or tools (collectively, "AI"). Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, insurers, and auditors; and (ii) pursuant to any applicable Laws, court order, legal process, or governmental investigation.
 - 2.4 **Aggregated Information.** Paychex may use Information that is aggregated, anonymized, and/or deidentified (so long as no attempt to re-identify the data is made) for any lawful purpose at Paychex' discretion. Client will have no ownership interest in aggregated, anonymized, and/or deidentified data, and such data will not be considered Client Information or otherwise Client Confidential Information.
 - 2.5 **Artificial Intelligence.** Client acknowledges that use of any AI in conjunction with the Services is subject to this Agreement, and any notice and/or terms and conditions that may be provided at the time of use. Client is solely responsible for the Information input into the AI, the output generated therefrom, and/or use of the output, and Paychex makes no warranty of any kind concerning AI, the use of such AI, or the output thereof. Client will ensure that Client's and/or Workers' use of AI

or any output will not: (i) violate any applicable law; (ii) violate any provision of this Agreement or any other applicable Paychex policies or terms; or (iii) infringe, violate, or misappropriate any Paychex rights or the rights of any third party. Client acknowledges AI is not intended or designed to replace or override human decision-making and Client shall not rely on any output for legal, financial, health, employment or other significant decisions.

- 2.6 Client Contacts.** Client shall designate contact(s) who are authorized to submit Information to Paychex and/or take action on behalf of Client ("Authorized Contact(s)"). Client acknowledges and understands that contact information provided for Authorized Contacts is considered Client Information. Authorized Contact(s) responsibilities may also include, but are not limited to, giving and receiving notices, processing payroll, purchasing products and services from Paychex or third-party partners and vendors, agreeing to terms and conditions, approving and managing integrations with Third-Party Services, accessing Client Information and/or Client Confidential Information, and/or handling any other matters related to Client's account. Client is responsible for (i) the accuracy of any Information submitted by Authorized Contacts and/or Client; and (ii) for any action taken by Authorized Contacts and/or Client in relation to the Services, including but not limited to, any and all actions taken through Client's Online Account. Client acknowledges that it is solely responsible for designating all Authorized Contacts, establishing the type of access granted to each Authorized Contact for each Service, and keeping all Authorized Contacts and access levels current at all times. Client acknowledges that it is solely responsible for any damages, costs, expenses, or additional Fees that may be incurred as a result of its failure to provide updated contact information.
- 3. Review Reports and Data.** Client will review all reports, documents, invoices, and data provided, made available, derived from, or accessible by Client related to Client's account and/or Services, and Client will inform Paychex of any inaccuracies within three (3) business days of receipt or availability. Client acknowledges that Paychex will not be responsible for any damages that may result from Client's failure to timely review reports. Client agrees and understands that Client is solely responsible for compliance with any and all recordkeeping and record retention Laws and downloading and/or retaining any and all documentation, data and information. Client acknowledges that termination or suspension of its Online Account will terminate Client's ability to access anything available in Online Account.
- 4. Fees and Payment Amounts.** Client agrees to pay fees for all Paychex and third-party Services selected by Client ("Fees") and remit funds to Paychex representing the amount due to pay or reimburse Paychex or Vendor for any amount remitted by Paychex on behalf of Client ("Payment Amounts") (collectively, Fees and Payment Amounts shall be "Amounts Due") through an Electronic Funds Transfer ("EFT") or such other method as required by Paychex when due. Client agrees that Fees for individual Services may be aggregated on Client's invoice in whole or in part depending on the Services and bundle or offerings selected by Client. Client is solely responsible for payment of sales, use and similar taxes arising under this Agreement. Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the due date ("Funding Deadline"). Payment Amounts include all amounts due to pay Client's Workers, remit taxes, pay garnishments, or otherwise fund Client's payment obligations for Services provided pursuant to this Agreement. Fees may include administration fees; per pay run fees; per check fees; user/Worker and/or participant fees; set-up fees; minimum monthly fees; per use fees; insufficient fund fees; rejected payment fees; late fees; premium processing fees; termination or transfer fees; and any additional fees as described in Part C to this Agreement, on your invoice, fee schedule or the equivalent. Where Fees are displayed as "Per Employee Per Month" or "PEPM" basis, "Employee" may include Employees and/or Independent Contractors (i.e. Workers). For Fees based only on active users/Workers, Client understands and acknowledges that it is solely responsible for designating the status of each user/Worker, and for keeping the designation current at all times. A user/Worker designated as active shall remain in active status until Client changes the designation. Except as otherwise set forth herein, Paychex Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client.
- 4.1 Electronic Funds Transfer.**
- 4.1.1** If Paychex requires payment of Amounts Due through an EFT, Client (i) will designate a bank account(s) for the EFT of Amounts Due; (ii) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (iii) agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount on or before the Funding Deadline; and (iv) authorizes Paychex to collect all Amounts Due from Client's bank account on the Funding Deadline.
- 4.1.2** Client's submission of Information to Paychex constitutes Client's authorization for Paychex to create and transmit the EFT credit or debit entries ("Entry" or "Entries") contained therein.
- 4.1.3** All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("Nacha Rules"), which can be viewed at [NachaOperatingrulesonline.org](https://nacha.com/operatingrulesonline.org). Client (a) authorizes Paychex to send Entries on behalf of Client to receivers and assumes the responsibilities of an originator of EFTs, if applicable; (b) affirms that it obtained valid authorization of Entries from receivers; (c) agrees to follow Nacha Rules, as they are amended from time-to-time; (d) will not originate any EFT that violates any Law; (e) agrees that Entries are limited to Prearranged Payment and Deposit (PPD), Corporate Credit or Debit (CCD, CTX), International ACH (IAT) or others required for Services; and (f) agrees that Paychex or originating banks have the right to audit Client's compliance with Nacha Rules. Client further acknowledges and understands that Paychex may (i) identify Client to banks involved in the EFT and (ii) terminate or suspend the Agreement for breach of Nacha Rules or this section. Client further agrees that it will notify Paychex, pursuant to applicable Nacha Rules and federal regulations, if funding for Client's payroll is received from a foreign financial agency and of any Workers with non-U.S. addresses.
- 4.1.4** Paychex may reject any Entry that does not comply with the requirements of this Agreement or Nacha Rules or if Client's account does not contain sufficient available funds to pay for the Entry. Paychex will have no liability to Client by reason of the rejection of any Entry or Entries.

- 4.1.5 Client will have no right to cancel, amend, or reverse an Entry received by Paychex after it has been submitted. In its own discretion, Paychex may use reasonable efforts to act on a request but will have no liability if the cancellation, amendment, or reversal is not successful. Client agrees to reimburse Paychex for any expenses, losses or damages Paychex may incur in attempting to cancel, amend or reverse an Entry.
- 4.2 **Payment by Wire Transfer or Other Method.** For payments of Amounts Due by wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.
- 4.3 **Insufficient or Non-Confirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Amounts Due including, but not limited to, reissuance of an EFT and assessing insufficient fund Fees. **Client acknowledges that Client is responsible for any delay in remittance of Payment Amounts if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.**
- 4.4 **No Right to Interest.** Client waives any right to interest that may accrue on any amounts, including, but not limited to, Payment Amounts, Fees, and security deposits received by Paychex.
- 4.5 **Refund/Adjustment/Overpayment.** Paychex will not process any refunds, adjustments or overpayments until Paychex receives verification that all outstanding fees, payments, and balances due to Paychex have been paid. Client agrees that Paychex may apply any balances or funds it is holding for Client to Amounts Due owed to Paychex or its affiliates. If Paychex remits an overpayment on behalf of Client, Client agrees that it will reimburse Paychex for the overpayment the sooner of five (5) days of (i) Client receiving a return of the overpayment; or (ii) Client being notified that the overpayment amount would be applicable to future or other liability of Client; or (iii) the Agreement being terminated by either Party.
5. **Intellectual Property.**
- 5.1 **Proprietary Systems.** Paychex provides Services to Clients using equipment, facilities, technologies, AI, systems, applications, and processes hosted and physically controlled by Paychex ("Proprietary Systems"). Paychex is and remains the owner of all titles, rights, and interest in Proprietary Systems. If Proprietary Systems (i) require Client to provide or input Information and/or (ii) facilitate Client receiving information and/or reports, Paychex grants Client a limited, non-transferable, non-exclusive, right to submit Information and receive information and/or reports from Proprietary Systems during the Term of this Agreement.
- 5.2 **Software Licenses.** In some limited cases, some ancillary Services, other than payroll services may require the use of Paychex software that is not a Proprietary System described above ("Software"). If use of Software is required for an ancillary Service, Paychex grants Client a, non-transferable, non-exclusive, non-sublicensable limited license to install and use Software during the Term of this Agreement. Client is solely liable for any taxes due for the use of Software. Paychex is and remains the owner of all titles, rights, and interests in Software. Client agrees that if it does not accept the terms and conditions of any applicable license agreement(s) provided to Client now or in the future, Paychex will not be obligated to perform Services dependent upon Software.
- 5.3 No provision under this Agreement shall obligate Paychex to deliver or otherwise make available any copies of computer programs or source code, and Paychex does not guarantee the availability or compatibility of any systems or applications. Client is responsible for obtaining and maintaining all computer hardware, software, and communications equipment necessary for the Services, and for paying all third-party charges (e.g., kiosk, internet service provider, or telecommunications charges) incurred.
- 5.4 Client acknowledges that Software and Proprietary Systems contain valuable trade secrets and Paychex Confidential Information owned by Paychex. Client agrees that Client, its Workers, and its agents will not, directly or indirectly: (i) sell, lease, assign, sublicense, or otherwise transfer or encumber; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by this Agreement and/or any application terms and conditions; or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes Software and/or Proprietary Systems. Client will take appropriate action with Client's Workers and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of Software and Proprietary Systems. Client will notify Paychex immediately of any unauthorized use or disclosure of Software and/or Proprietary Systems and will cooperate in remedying such unauthorized use or disclosure.
- 5.5 Client owns no rights, title, or interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in Proprietary Systems or Software. If Client is ever held or deemed to be the owner of any intellectual property rights covered by this Agreement or any changes, modifications, or corrections to Proprietary Systems or Software, Client hereby irrevocably assigns to Paychex, all such rights, title, and interest. Client agrees to execute all documents necessary or appropriate to implement and confirm the letter and intent of this section.
6. **Client Default.** Client's breach of any material provision of this Agreement, including failure to pay Amounts Due, shall constitute a default of the Agreement. In the event of a Client default, Paychex may, at its sole option, terminate the Agreement, or a portion thereof, without notice and declare any or all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all past due Amounts Due, including advances or overpayments, made by Paychex and to pay interest at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due including, but not limited to, attorneys' fees and court costs. Paychex may, in its sole discretion, commence an action within the County of Monroe, State of New York, or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex.
7. **Limit of Liability.** Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be (i) for Paychex to remit to the appropriate payee the funds received from Client; and/or (ii) for Paychex to reimburse Client or its Workers for any interest or penalties assessed by taxing authorities, against Client and/or its Workers, as a direct result of Paychex' breach of the

Agreement after all abatements and appeal attempts, if applicable, have been exhausted. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the acts or omissions of any other person or entity, including, but not limited to, Client and its Workers or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client; or (iv) Client's breach of Nacha Rules. **Paychex will, under no circumstances, be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits or loss of data incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.**

8. **Indemnification.** Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of software; (iii) Client's breach of Nacha Rules; (iv) Client's breach of any warranty set forth in the Agreement; or violation of applicable Law, and (v) any claims that any symbol, logo, or mark uploaded by Client or Client's agents, or printed on Client's handbooks or checks, infringes the intellectual property rights of any third party.

9. **Online Accounts.**

9.1 Client, or its Workers, Authorized Contact(s) or any third parties that Client authorizes ("Authorized Users"), may choose and/or be required to access, connect to, or interact with certain Services online, through a mobile or other electronic device, or through any other channel or interface through which the Services are made available ("Online Account"). Authorized Users with full administrative access shall have full authority to (i) manage Online Account, (ii) add, activate and/or terminate products or services, and/or (iii) agree to terms and conditions and/or Fees on behalf of Client. Client acknowledges and agrees that it is solely responsible for (i) managing all Authorized User(s) with access to the Online Account; (ii) setting and enforcing its own internal policies related to use of Online Account by any Authorized User; (iii) safeguarding all account credentials or other security features used to access the Online Account ("Online Account Access"); (iv) use of Online Account under any account credentials; (v) ensuring that use of the Online Account complies fully with the provisions of this Agreement and all applicable Terms of Use; and (vi) any unauthorized access, or use, of the Online Account caused by Authorized Users' actions or inactions, including, without limitation, their failure to safeguard Online Account or Online Account Access. Client acknowledges that each Authorized User may set their own preferences within their Online Account and may link their account to certain third-party services at their option.

9.2 Client is solely responsible for all activity occurring under Client's account, including but not limited to, the manner in which it, its Authorized Contacts, and Authorized Users use the Services and for the Information provided, including via the Online Account. Client shall not and shall not permit its Authorized Users to: (i) use its Online Account in any manner that exceeds the scope of rights granted pursuant to the Services provided to Client under this Agreement and within the applicable Terms of Use; (ii) use its Online Account to transmit Information in violation of any third-party privacy rights, or (iii) make the Online Account accessible to any third parties other than Authorized Users.

9.3 Client agrees to immediately notify Paychex of any actual or suspected unauthorized use of Online Account and acknowledges that Client is solely responsible for damages resulting from any unauthorized use or Client's failure to timely notify Paychex. Paychex reserves the right to limit, suspend, or terminate Client's and/or Authorized User(s)' access to Online Account should Paychex have reason to believe that the security or confidentiality of Online Account or Online Account Access has been compromised. Client acknowledges that Authorized Users select the security level for Online Account Access and Client is solely responsible for these selections. Client further acknowledges that it has reviewed all of the security levels and has determined the level or levels for its Authorized Users that is commercially reasonable for providing security against unauthorized access and meets Client's requirements given the size, type and frequency of the Services it will receive from Paychex. Client is solely responsible for implementation of an information security program appropriate to safeguard the Online Account or Online Account Access and which is consistent with all applicable Laws; safeguarding Online Account and Online Account Access for any third-party services integrated into the Services; maintenance and routine review of computing and electronic system usage records (i.e. log files); and the security of its own data, data storage, computing device(s), other electronic systems, and network connectivity. Client acknowledges and agrees that Paychex is not liable to Client, Client's Workers or any other third-party for any consequences, losses, or damages resulting from unauthorized access or use of the Online Account as set forth in this section.

9.4 Without limiting any other rights of Paychex under this Agreement, Client agrees that should Client or Client's Authorized Users violate any of the provisions within this Agreement or the applicable Terms of Use, Paychex may in its sole and absolute discretion and without notice, immediately suspend or terminate Client's or Authorized User(s)' access to Client's Online Account.

10. **Client and Worker Verifications.**

10.1 **Client Verification.** Client understands and acknowledges that Paychex may perform Client Verification at any time during the Term of the Agreement, or before any individual Service commences or transaction is processed.

10.2 **Worker Verification.** Paychex may, in its sole discretion, investigate and/or verify the identity of Client's Workers or Worker Information ("Worker Verification") in connection with providing requested transactions and/or Services for or on behalf of Worker. Client authorizes Paychex to perform Worker Verifications without additional notice to, or authorization from, Client and acknowledges and understands that nothing in this section modifies any other responsibility Client has under this Agreement, including but not limited to sections 2, 3 and 9. Client further acknowledges that Paychex may engage third parties to perform Worker Verification and authorizes Paychex to share Information with third parties to perform Worker Verification. Client further agrees that Paychex may delay, cancel, or otherwise postpone a transaction until Client or Worker

provides the necessary Information to Paychex and Paychex successfully completes the Worker Verification. Client agrees that neither Paychex nor the third parties acting on behalf of Paychex shall be liable for any costs, liabilities, and expenses arising from or incurred as a result of any delays in completion of a transaction caused by the inability to verify Worker's identity.

- 11. Termination.** Except as otherwise provided, either Party may terminate this Agreement upon thirty (30) days prior written notice. This notice requirement may be waived, in writing, by the Party entitled to such notice. Paychex may immediately terminate the Agreement or portion of the Agreement, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred to Client; (iii) Client fails to have sufficient funds on the Funding Deadline, or (iv) Paychex determines, in its sole discretion, that any Laws, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth in this Agreement, including, but not limited to, its payment obligations. In the case of bankruptcy, the Agreement cannot be assumed by the debtor or trustee without Paychex' prior consent. Client acknowledges that it is required to terminate the Agreement for each Client listed in Part D individually, and that termination of the Agreement between Paychex and any one Client shall not act to terminate the Agreement between Paychex and any other Client identified in Part D, unless notice is provided as set forth herein. If a Service selected by Client is provided by a third-party vendor pursuant to a separate agreement, and the separate agreement is terminated for any reason, Paychex may immediately terminate such Service.

11.1 Early Termination Fees. Client acknowledges that termination of the Agreement without at least thirty (30) days prior written notice may incur additional Fees for the full length of the notice period. For certain Services, including but not limited to, HR Solutions and Managed Services, Client may be required to agree to a Term of at least twelve (12) months ("Initial Term"). Where Client has agreed to a Initial Term, Client acknowledges and agrees that if it terminates the Agreement during the Initial Term, Client shall be responsible for early termination Fees equal to the average monthly Fees multiplied by the lesser of (i) number of months remaining in the Initial Term; or (ii) six (6) months.

- 12. Third-Party Services.** Client may select Services that are wholly or partially provided by an authorized third-party vendor of Paychex ("Vendor"), and/or choose to integrate or use other third-party services in connection with the Services (collectively, "Third-Party Services"). Client's use of any Third-Party Services may be limited or governed by additional third-party terms and conditions and/or privacy policies. Client authorizes Paychex to share any Client data, including Information needed for a third-party to provide Third-Party Services. Client is solely responsible for obtaining any necessary consents or authorizations for use of Third-Party Services. Client acknowledges that such services are not provided by Paychex and Client agrees to hold harmless and release Paychex from liability relating to Client's use of such Third-Party Services in connection with the Services. Paychex reserves the right to change a Vendor providing a Service, or to discontinue providing a Service at any time, by providing notice to Client in a manner chosen by Paychex as set forth in section 14.4. Paychex may suspend and/or terminate Third-Party Services without notice if it determines, in its sole discretion, that continued use of the Third-Party Services create a security or performance risk to Paychex' or Client Online Account.

- 13. Governing Law and Arbitration.** The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York, to the extent not preempted by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any controversy, claim, or dispute arising out of, related to, or in connection with, the Agreement or the Services, without regard to the theory of liability asserted, shall be determined only by binding arbitration in Rochester, New York, administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising out of, or in connection with, the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The Parties agree that the prevailing Party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either Party to the Agreement. The Parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each Party must only bring claims against each other in their individual capacity.

- 14. Miscellaneous.**

14.1 Telephone Consumer Protection Act (TCPA) Consent. By signing this Agreement, Client authorizes Paychex to contact it and its Workers using an automatic dialing system or prerecorded messages at the telephone number(s) provided, including, but not limited to, phone calls and/or text messages regarding promotional offers or marketing messages. Client agrees that it is the subscriber or customary user of the telephone number(s) provided, or that it obtained valid consent from the subscriber, Worker, or customary user to receive such calls and/or text messages prior to the telephone number(s) being provided to Paychex. **Any telephone numbers Client provides to Paychex will be deemed to have been provided under this Agreement and with the same consent. Client represents and warrants that it will only provide Paychex with the phone numbers of persons who have previously provided the foregoing consent to receive autodialed marketing phone calls and/or text messages. Client is solely responsible for any claims made against Client or Paychex regarding calls and/or text messages sent to phone numbers provided to Paychex by or on behalf of Client. Termination of this Agreement does not constitute withdrawal of this consent. Client understands that it is not required to provide telephone numbers as a condition of making any purchase, and that it may withdraw its authorization at any time.** While Client herein authorizes Paychex to send messages using an autodialer, the foregoing shall

not be interpreted to suggest or imply that any or all of the mobile messages sent by or on behalf of Paychex are in fact sent using an automatic telephone dialing system. Message and data rates may apply to any text messages.

- 14.2 California Consumer Privacy Act.** If Client is subject to the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as amended, and related regulations, as may be further amended from time to time (collectively, the “CCPA”), Client instructs Paychex to collect, process, and disclose covered personal information (as defined in CCPA) to provide the Services in accordance with Paychex’ Privacy Policy, this Agreement, and the Paychex Services Agreement Addendum for California Consumer Privacy Act which is located at go.paychex.com/ccpa and incorporated by reference.
- 14.3 Assignability.** The Agreement may not be assigned by Client to any third party.
- 14.4 Notices.** Client shall provide all notices required under this Agreement to Paychex at an address supplied by Paychex. Except as otherwise provided, Paychex may provide notices required under this Agreement: (i) by email; (ii) through Client’s Online Account; or (iii) by mail.
- 14.5 Entire Agreement.** Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. The Agreement, along with any exhibits, addendums, schedules, supplemental terms and conditions, amendments, Terms of Use and software license agreements contains the entire understanding of the Parties and supersedes all previous understandings and agreements between the Parties for the Services provided, whether oral or written, including, without limitation, any confidentiality or nondisclosure agreement(s) entered into by and between Client and Paychex prior to the date hereof.
- 14.6 Force Majeure.** Neither Party shall be responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in its performance under this Agreement (except for payment of Amounts Due) due to causes beyond its reasonable control, including, but not limited to, elements of nature or acts of God, war, pandemics or epidemics, actions or decrees of governmental bodies, acts of terrorism, or acts of cybercriminals (each a “Force Majeure Event”). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.
- 14.7 Amendment.** Paychex may modify any term of the Agreement upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change and pursuant to the Termination provision(s). Client agrees that Paychex may provide notice of a modification of the Agreement by email to the email address provided by Client, mail at the mailing address provided by Client, and/or in Client’s Online Account as applicable. Paychex will provide a printed copy upon Client’s request.
- 14.8 Waiver and Severability.** Failure to enforce a provision will not be deemed a waiver; waivers must be in writing signed by the Party claimed to have waived. If any provision of the Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired.
- 14.9 No Third-Party Beneficiaries.** Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Client or Paychex.
- 14.10 Surviving Sections.** The sections titled Client Information, Confidential Information and Contacts, Fees and Payment Amounts, Software, Client Default, Limit of Liability, Indemnification, Online Accounts, Third-Party Services, Governing Law and Arbitration, Telephone Consumer Protection Act (TCPA) Consent, California Consumer Privacy Act, Notices, Entire Agreement, Waiver and Severability, and No Third-Party Beneficiaries, will survive the termination of this Agreement.

Part C – Paychex Service Agreement

Human Capital Management Product Terms and Conditions

Client will receive the products and services ("Services") described below (i) if subscribed to or accessed by Client; and/or (ii) as set forth in Part A of the Agreement. Additional Services may be added to Client's service bundle upon notice as set forth in the Agreement. Depending on Client's individual Service and/or service bundle, Client may be able to opt out of Services and/or may be required to take additional steps to commence a Service. In the event of a conflict between the terms and conditions as set forth in Part B and Part C, the terms and conditions in Part C shall prevail. Not all Services detailed below are available for all bundles.

Advanced Custom Interface. At Client's option, and subject to the Third-Party Services provision, Client may request an Advanced Custom Interface ("ACI") to export Information from Paychex to Client and/or its designated agent or third-party. Client acknowledges that it is solely responsible for the accuracy of information provided to Paychex, including but not limited to all designated agent and/or third-party contact information, and for ensuring that the exported file is transmitted in accordance with Client's direction. Client agrees to pay a setup Fee and all applicable transmission Fees for each ACI created. Client is solely responsible for providing Paychex with file specifications for the requested ACI and Paychex shall solely determine whether it can provide the requested ACI.

Bill Pay, Powered by BILL. Paychex, through its Vendor, will provide Client's Authorized User(s) with access to a financial operations platform through which Client may manage bill payments and receive real-time payment status ("Bill Pay" or "Service"). Client acknowledges that the Service is (i) provided by a Vendor of Paychex; (ii) subject to the Third-Party Services and Online Account provisions; and (iii) subject to Vendor's Terms of Service and any additional applicable terms and conditions imposed by Vendor. Client further acknowledges that (i) Paychex does not transmit bill payments and all payment of bills are handled solely by Vendor; and (ii) Vendor is solely liable for the services it provides.

Client acknowledges and agrees that the Service is accessible only through Paychex Flex® and is accessed without directly logging into the Vendor's platform ("Single Sign-On" or "SSO") during the Term of the Service. Client authorizes Paychex to transmit Client and Authorized User Information to Vendor, including, but not limited to, (i) Client name and address; and (ii) Authorized User's name, email address and Paychex Flex username.

Client agrees to pay all Fees for the Service to Paychex, which may include a per transaction Fee and a monthly Fee per Authorized User. Monthly Fees, if applicable, as set forth in the order form, fee schedule or its equivalent. Transaction and other Fees are set by Vendor and are disclosed at the time of scheduling each bill payment and/or can also be found on Vendor's website. Client may choose to upgrade its service level for an additional Fee per Authorized User.

Check Insertion. Paychex will insert Client's signed checks into individual Worker's envelopes that will be sealed and returned to Client.

Check Logo Service. Paychex will use Client's logo to create a computer-generated facsimile that will display on each of Client's payroll checks. Client warrants that Client is the owner of any logo it authorizes Paychex to use, has full right and authority to use it on its payroll checks, and that such use does not violate any other party's rights.

Check Signing. Paychex will use Client's signature to create a computer-generated facsimile that will display on each of Client's payroll checks each payday. Check Signing is not available if Client utilizes Readycheck.

COBRA Administration Service. Paychex will perform certain federal COBRA and state continuation administrative functions for medical, dental, vision, or prescription drug coverage plans ("Eligible Plans") on Client's behalf ("COBRA Administration"). Client acknowledges that Paychex is not the Plan Administrator, Plan Sponsor as defined by applicable law nor is Client retaining Paychex to act as a Plan fiduciary. Paychex shall not have any discretionary authority or responsibilities with respect to the administration of the Eligible Plans. The COBRA Administration Services will be provided only to Employees and qualified beneficiaries Client has identified to Paychex as having had a qualifying event under COBRA or applicable state continuation law. Client will notify Paychex within thirty (30) days of when an Employee is (i) no longer on its payroll; (ii) terminated from coverage under the Eligible Plan; or (iii) receiving a reduced level of health care coverage under the Eligible Plan; and Client will identify Eligible Plans of the Employee to Paychex (collectively "Required Notifications"). Client is solely responsible for determining if a matter is a qualifying event. Paychex will assist Client in determining if a matter is a qualifying event once Client provides Paychex with the Required Notifications. Paychex will begin COBRA Administration on Client's behalf, if required. If the qualified beneficiary subsequently elects COBRA coverage, Client shall be solely responsible for submitting the premium for the qualified beneficiary directly to the Eligible Plan insurance carrier. The qualified beneficiary will pay the monthly premium plus a two percent (2%) administration Fee directly to Paychex and Paychex will reimburse Client the premium collected from the qualified beneficiary less the administrative Fee. Client specifically agrees that Paychex may retain the two percent (2%) administrative Fee. Paychex and its affiliates may receive balance credit, interest or other earnings (collectively "Earnings") based on the premiums received prior to remitting to Client. Client agrees that Paychex may retain such Earnings as additional compensation for its Services under this Agreement. In the absence of the Earnings, Client agrees that the other Fees paid to Paychex under this Agreement would be greater. If Paychex receives an appeal of a denial of coverage from a potential beneficiary ("COBRA Appeal") (i) Paychex will provide Client with a copy of the COBRA Appeal; and (ii) Client agrees that it has sole responsibility to review and provide Paychex written direction on how to respond to the COBRA Appeal.

Customer Support. Paychex will provide Client with support for payroll processing and related services ("Customer Support") as described below. For all bundles that include payroll services, Client will have access to Customer Support through online tools in the application and chat for no additional Fee. Client may also select additional levels of Customer Support which may include, but not be limited to, Customer Support with an (i) available Paychex representative; (ii) an assigned Paychex representative; or (iii) an assigned representative for Customer Support and a representative to enter and submit Client's payroll ("Payroll Entry"). Client may also request Payroll Entry from an available representative on

a per payroll basis for an additional Fee, provided at time of use. Fees for Client's Customer Support, if applicable, as set forth in Client's order form, fee schedule or its equivalent and consist of a base Fee and either a per active Worker Fee or a per check Fee. Client may elect to change their level of Customer Support by providing notice to Paychex.

Direct Deposit. In accordance with the Agreement, Paychex will process direct deposits via Automated Clearing House (ACH) or real-time payment transactions via an instant payment network to pay Client's Workers. If the Funding Deadline is prior to the Client's check date, such amounts are to be held in an account established by Paychex until Client's check date, when funds will be deposited to Workers accounts as specified. Certain accounts may have restrictions on deposits and withdrawals. Client acknowledges and agrees that Paychex is not responsible for determining whether any account is suitable for direct deposit via ACH and/or an instant payment network or for any delayed, late, or inaccurate payments caused by (i) unavailability of Client funds, (ii) errors made by Client, Worker and/or a third party acting on behalf of either Client or Worker, and/or (iii) Worker's financial institution. If a reversal and/or correction of a transaction is required or requested for any reason, Client understands and acknowledges that Client is solely responsible for compliance with direct deposit authorization requirements in accordance with all Laws, including but not limited to, obtaining and retaining required authorizations and ensuring such authorizations are directing wages to a suitable account. Client further understands and acknowledges that (i) reversals and/or corrections may not be successful; and (ii) Paychex is not liable to Client for any damages Client and/or its Worker may incur. Additional Fees may apply per transaction and/or per payroll for premium processing, same day ACH or real-time payment transactions.

Direct Deposit Switching Service powered by Pinwheel. Paychex, through its Vendor, Underdog Technologies Inc., d/b/a Pinwheel, provides a third-party integration through which Workers can modify their direct deposit settings directly from their third-party bank, fintech, and/or other financial institution's application ("Service"). Client may opt out of the Service by visiting go.paychex.com/employer-services. Unless Client has opted out of the Service, Client authorizes Paychex, when the Service commences, to transmit Client ID to Vendor. When a Worker initiates a modification to direct deposit settings, Client authorizes Paychex to transmit additional Client and Worker Information to Vendor, including Client name, and Worker Information, including, but not limited to, Worker ID, name, phone number, email address, and financial account information. Client acknowledges that (i) Workers' modification of direct deposit settings will be made based on Worker's instructions and constitutes Worker's authorization for such changes; and (ii) Client is responsible for ensuring such modifications comply with all applicable Laws, including Worker authorization requirements. Client further acknowledges that the Service (i) is provided by a Vendor of Paychex, (ii) is provided subject to the Third-Party Services provision, and (iii) Worker's use of the Service is subject to applicable terms and conditions or terms of use imposed by the Vendor and/or Worker's financial institution. Client understands and acknowledges that Client must have Direct Deposit Service, and termination of Direct Deposit may immediately result in a termination of this Service.

Employee Access Online (EAO). Paychex will provide Client's Workers with access to view and edit their personal and payroll related information through their Paychex Flex® account ("EAO"). Client acknowledges that it has full control over the level of access granted to its Workers, and can manage that access through Paychex Flex. Client acknowledges and agrees that EAO and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers. Client is solely obligated to comply with any and all applicable Laws governing the distribution or retention of check stubs/wage statements. Client further acknowledges and agrees that it is responsible for the accuracy and incorporation of any changes made to Client's data by or on behalf of Client's Workers including advising Paychex of any changes in taxability that may result. Client authorizes Paychex to access Client's EAO to perform administrative functions as necessary to provide this service.

Employee Assistance Program. At Client's option, and at no additional cost to Client, Paychex will provide Client's Employees with access to a confidential assistance program through its Vendor, which provides Employees with direct access to counseling referrals, legal consultations, wellness counseling and resources, a prescription discount card, and virtual concierge services ("EAP"). Client authorizes Paychex to transmit to Vendor Information pertaining to Client and Client's Employees, as necessary, for Vendor to perform the EAP Service. Client acknowledges that (i) the EAP Services are performed solely by a Vendor, (ii) Vendor is solely liable for the performance of the services it provides, and (iii) Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Information Vendor receives in order to provide the service, including but not limited to information on Vendor's systems and/or servers or that Vendor receives in order to provide the EAP Service. Client acknowledges and agrees that Paychex is not providing, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client and/or Client's Employees in connection with the EAP Service. *EAP is not available to Clients on Paychex Flex® Essentials.*

Employee Assistance Program Lite. At Client's option, and at no additional cost to Client, Paychex will provide Client's Employees and their dependents with access to a confidential assistance program through its Vendor which provides Employees with direct access to counseling referrals, wellness counseling and resources, a prescription discount card and virtual concierge services ("EAP Lite"). Client authorizes Paychex to transmit to Vendor Client Information and Client Confidential Information (collectively, "Information") pertaining to Client and Client's Employees, as necessary, for Vendor to perform the EAP Lite Service. Client acknowledges that (i) the EAP Lite Services are performed solely by a Vendor, (ii) Vendor is solely liable for the performance of the services it provides, and (iii) Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Information Vendor receives in order to provide the service, including but not limited to information on Vendor's systems and/or servers. Client acknowledges and agrees that Paychex is not providing, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client and/or Client's Employees in connection with the EAP Lite Service. *EAP Lite is only available to Clients on Paychex Flex® Essentials.*

Employee Handbook Builder Service. Paychex will provide Client with access to an online tool that enables Client to develop, customize, manage, and update its employee handbook, which contains a library of human resource information. Additional Fees may apply for translation of Client's handbook into any language other than English as well as any other services provided to Client through the Employee Handbook Builder Service. Client is only eligible for the Employee Handbook Builder Service while Client remains a Client of Paychex. Upon termination

of the Employee Handbook Builder Service or the Agreement, Client will no longer have access to its handbook online or any of the tools available for developing, customizing, managing or updating its handbook. Client may retain any handbook downloaded prior to termination.

- a. Client acknowledges that (i) the Employee Handbook Builder Service is subject to the Artificial Intelligence and Online Account provisions; (ii) Client may be required to have an active administrator in Client Online Account to access the Employee Handbook Builder Service; and (iii) use of the Employee Handbook Builder Service is subject to additional Terms of Use (available at www.sixfifty.com/terms-of-use), which are incorporated by reference herein, and may be modified as set forth in those terms. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, or the ability of Client to access such websites.
- b. Client acknowledges and agrees that, by offering the Employee Handbook Builder Service, Paychex is not intending to provide, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of, or a joint employer to, Client or Client's Employees. Client is solely responsible for (i) ensuring that its handbook complies with all applicable federal, state, or local statutes or regulations at all times, including any updates or changes to any handbook policies, and (ii) retaining copies of any and all versions of Client's handbook. Client acknowledges that Paychex will not review the handbook created by Client for compliance or any other reason.
- c. Notwithstanding any other provision of the Agreement, Client understands and acknowledges that the total liability of Paychex to Client and anyone claiming by or through the Client for any claims, losses, costs or damages, including attorneys' fees and costs, resulting from or in any way related to the Employee Handbook Builder Service shall not exceed the total amount of monthly Fees paid by Client for the Employee Handbook Builder Service during the twelve (12) months preceding the date the claim that gave rise to such liability accrued.

Employer Shared Responsibility Services (ESR). Paychex will provide the ESR Services ("ESR Services") as set forth in the Paychex ESR Service Addendum. Client must execute the separate Paychex ESR Service Addendum in order to receive the ESR Services. Unless declined by Client, ESR Services include both the ESR Complete Analysis and Monitoring AND ESR End of Year Reporting as described in the Paychex ESR Service Agreement. Client must select a filing method for ESR End of Year Reporting on Paychex ESR Service Agreement. Electronic filing for Section 6056 is required for any employer filing 250 or more 1095-Cs. Client acknowledges and understands that to the extent that it is an entity that is treated as a single employer under IRS Code section 414(b), (c), (m), or (o) ("Controlled Group"), the parent entity of the Client's Controlled Group will receive ESR reporting containing information from the Client, if the parent company elects to receive the ESR Services.

Employment and Income Verification Service. As part of the services, at no additional cost to Client or Workers, Paychex, through its Vendor will provide a Fair Credit Reporting Act employment and income verification service for Client's Workers who have authorized a third party to obtain employment and income verification from the Worker's employer ("Verification Service"). Client acknowledges that Vendor is solely liable for the services it provides, and that Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Client Information on Vendor's systems and/or servers. Client may opt out of the Verification Service by visiting go.paychex.com/employer-services. Unless Client has opted out of the Verification Service, Client authorizes Paychex to transmit to Vendor Information sufficient for Vendor to identify the Workers who are eligible to receive the Verification Service. Client also authorizes Paychex to transmit employment and/or income verification Information to Vendor each time Client's Worker requests and authorizes the release of such information. Worker can opt out at any time directly with Vendor and, if a Worker opts out, employment and/or income verification Information pertaining to Worker will not be transmitted to Vendor. If a Worker disputes the accuracy of the data provided, Client agrees to provide reasonable assistance to Paychex to resolve the dispute. Client acknowledges and agrees that, by offering the Verification Service, Paychex is not intending to provide, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client and/or Client's Workers. Nothing in this provision creates any rights under this Agreement to any Worker. There are no person(s) intended as third party beneficiaries of this Agreement; and no person or entity (other than Client or Paychex) will have any right to enforce any part of this Agreement.

E-Verify Services. Paychex will provide Client with access to a third-party application to assist with Employee identity verification and employment eligibility as required by some federal and/or state laws ("E-Verify Services"). Client is responsible for the accuracy and completeness of the information provided for each Employee and for compliance with all applicable Laws. Client acknowledges that the Service is provided by a Vendor of Paychex and is subject to the Third-Party Services and Online Account provisions. To use the Service, Client acknowledges and agrees that (i) it is subject to any applicable terms and conditions or terms of use imposed by the Vendor; and (ii) it is required to designate an Authorized Contact for E-Verify Services in Online Account, and Paychex will transmit the Authorized Contacts name, email address and phone number to Vendor. Client authorizes Paychex to collect any Fees due on behalf of the Vendor, as set forth in the order form, fee schedule or its equivalent. Client must utilize the Form I-9 Service to use the E-Verify Services.

ExpenseWire®. Paychex will provide Client with a hosted Workers' expense reimbursement system which allows Client to manage the reimbursement of Worker expenses. Paychex may utilize a Vendor to host the application. Client understands that reimbursements may be paid, at Client's election, via the following options: (i) through Client's payroll, (ii) separate from payroll, through an EFT in accordance with the Agreement, or (iii) through the Client's existing processes that are external to the ExpenseWire application. Client data includes but is not limited to all documentation and information that Paychex requires to perform its responsibilities under the Agreement, including cardholder data. Paychex acknowledges that it is responsible for the security of all cardholder data that it obtains or otherwise stores, possesses, or transmits on behalf of Client under the Agreement. Clients electing to reimburse through EFT, separate from payroll, acknowledge that there is an additional fee for each EFT. Client acknowledges that there is no reconciliation of reimbursement data between Preview/Paychex Flex® and ExpenseWire.

Form I-9-Service. Paychex will provide Client with access to a third-party application to assist with completion and storage of Form I-9's and related required documentation for individuals hired for employment in the United States ("Form I-9 Service"). Client authorizes Paychex to transmit Client Information to Vendor when the Service commences, including, Client name, legal address, and Federal Employer Identification Number. Client acknowledges that when it directs an Employee to complete their Form I-9 through the Service, Client authorizes Paychex to

transmit Employee Information to Vendor, including, but not limited to, name, Social Security number, date of birth, address, phone number, email address, and hire date. Client is responsible for the accuracy and completeness of the Information provided for each Employee, and for compliance with all applicable Laws. Client acknowledges that the Form I-9 Service (i) is provided by a Vendor of Paychex, (ii) is subject to the Third-Party Services and Online Account provisions, and (iii) is subject to any applicable terms and conditions or terms of use imposed by the Vendor. Client authorizes Paychex to collect any Fees due on behalf of the Vendor, as set forth in the order form, fee schedule or its equivalent. At its option, Client may also use Vendor's remote Form I-9 verification service, for an additional Fee ("Remote Form I-9"). Upon termination of the Service or the Agreement, Client understands and acknowledges that it will no longer have access to the Service or any of the content, and that it is solely responsible for downloading or otherwise retaining copies of Clients' Forms I-9 prior to termination.

Garnishment Payment Service. In accordance with the Agreement, Paychex will process EFT transactions, one banking day prior to Client's check date, for Client's Workers garnished wages based solely on Client Information. Paychex will hold garnished wages in an account established by Paychex until such time as the amounts are due to the appropriate agencies. Client remains solely responsible for the correct calculation of the amount to garnish from its Workers' wages, accuracy and timeliness of all payments made and/or answers filed or served, and establishing priority among judgments. If a garnishment payment is voided after the payment is processed, Client acknowledges that it is solely responsible for seeking a refund from the overpaid agency. Client acknowledges and understands that Paychex does not provide legal advice regarding compliance with garnishment orders, and Client remains solely responsible for compliance with any and all applicable Laws.

General Ledger Custom Interface. For Clients using the General Ledger Service, with each payroll processed, Client's general ledger reports will be integrated with supported third-party accounting software packages and provided to Client. Client acknowledges that General Ledger Custom Interface is performed by a Vendor. General Ledger Custom Interface is only available if Client utilizes General Ledger Service.

General Ledger Service. The General Ledger Service allow Clients to import payroll-related general ledger data into their supported third-party accounting software. Clients can create export files as needed or may elect to have files automatically created when Paychex processes a payroll.

HR Library. Paychex will provide an online library of human resource information, which may also include templates, on a subscription basis ("Library" or "Service"). The Library is for Client's internal use only. Client acknowledges and agrees that, by offering this Service, Paychex is not intending to provide legal advice, and Client is solely responsible for its use of, or reliance on, the information or templates contained on the Library, including but not limited to, the accuracy or applicability of any content. Client further acknowledges that (i) Client is solely responsible for its use of the Library and for compliance with all applicable Laws; (ii) Client may be required to have an active administrator in Client Online Account to access the Library; (iii) the Service is provided subject to the Artificial Intelligence and Client Online Account provisions; and (iv) use of HR Library is subject to additional Terms of Use (available at www.sixfifty.com/terms-of-use), which are incorporated by reference herein, and may be modified as set forth in those terms.

HR Solutions. Paychex will provide access to the following Services: COBRA Administration, Employee Assistance Program, Employee Handbook Builder Service, Employer Shared Responsibility Services, Human Resource Services, Labor Posters, Paychex Benefit Account Services, Paychex Learning Enhanced, Paychex Retirement Services, Premium Only Plan and Safety Service ("HR Solutions"). Client acknowledges and agrees that it may be required to provide specific instructions, execute additional documents, and/or provide additional Information prior to Paychex providing specific HR Solutions. Client agrees that the Services provided under HR Solutions do not constitute legal, financial or tax advice and Client agrees to seek such advice from appropriate legal, financial, and tax professionals.

Client acknowledges and agrees that by selecting HR Solutions, it agrees to the Initial Term as set forth in the investment summary, order form, fee schedule or its equivalent, and that such Initial Term shall apply to all Services provided under the Agreement and not just HR Solutions. As set forth in the Early Termination Fee provision, if Client terminates the Agreement during the Initial Term, Client shall be responsible for early termination Fees equal to the average monthly Fees multiplied by the lesser of (i) number of months remaining in the Initial Term; or (ii) six (6) months. For the avoidance of doubt, after the Initial Term, the Agreement shall continue in full force and effect until terminated by either Party in accordance with the Agreement.

Human Resource Services. Paychex will provide human resource support that includes assistance with the prevention and resolution of human resource issues ("HR Services" or "Service"). Client acknowledges and agrees that, by offering this Service, Paychex is not intending to provide legal advice, and Client is solely responsible for its use of, or reliance on, the information provided in conjunction with HR Services. Client acknowledges that some HR Services may be provided by a Vendor of Paychex and is subject to the Third-Party Services provision.

Labor Posters. Paychex, and/or its Vendor, will provide one hardcopy state and federal labor poster to Client for each state in which Client pays Workers ("Posters") and one hardcopy update to each Poster as it occurs. Client will be solely responsible for the timeliness of posting all Posters, including any updates thereto. Client acknowledges and agrees it is solely responsible for compliance with all applicable Laws, including but not limited to obtaining and displaying all required Posters and for any additional posters that may be required for i) specific industries; ii) Clients who are federal contractors or pursuant to municipal ordinances; iii) languages other than English; or iv) for other reasons. For Clients who are not on a Paychex payroll processing Service, updates to state and federal Posters are available upon request only.

Managed Services. Paychex will provide an account manager to Client to provide customized customer service support related to the following Services: Payroll Processing, Taxpay®, Workforce Management and Garnishment Payment Service ("Managed Services"). Managed Services are provided during normal business hours. Additional Fees may apply for certain Managed Services as agreed to by the Parties. Client acknowledges and agrees that it may be required to provide specific instructions, execute additional documents, and/or provide additional Information prior to Paychex providing specific Managed Services. Client agrees that the Managed Services do not constitute legal, financial or tax advice and Client agrees to seek such advice from appropriate legal, financial, and tax professionals.

Client acknowledges and agrees that by selecting Managed Services, it agrees to the Initial Term as set forth in the investment summary, order form, fee schedule or its equivalent, and that such Initial Term shall apply to all Services provided under the Agreement and not just Managed Services. As set forth in the Early Termination Fee provision, if Client terminates the Agreement during the Initial Term, Client shall be responsible for early termination Fees equal to the average monthly Fees multiplied by the lesser of (i) number of months remaining in the Initial Term; or (ii) six (6) months. For the avoidance of doubt, after the Initial Term, the Agreement shall continue in full force and effect until terminated by either Party in accordance with the Agreement.

New Hire Reporting. Paychex will report all new/rehired Worker information that is mandated by federal and state regulations, with the exception of Puerto Rico. Client is required to provide accurate and complete information for each new/rehired Worker and Client acknowledges that failure to provide such information may result in delay in reporting.

On-site Check Printing. At Client's option, Client may choose to print payroll checks through Paychex at Client's location ("On-site Check Printing"). Client may use its own check stock or, for an additional Fee, Client may order payroll check stock from Paychex. On-site Check Printing checks must be drawn on Client's own bank account, regardless of whether Client uses Readycheck. Client understands and agrees that it shall exercise due diligence and use reasonable care to protect payroll check stock from theft and any unauthorized use. Client agrees Paychex is not liable for any claims, losses, costs, or damages that Client, Client's Workers and/or any third party may incur as a result of (i) Client's failure to protect payroll check stock from theft or unauthorized use; (ii) any discrepancies between checks printed on-site and the payroll processed by Client; (iii) the Client's inability to print negotiable checks using Client's hardware; (iv) untimely distribution and/or delivery of checks printed on-site; or (v) the loss or misuse of payroll checks. Paychex reserves the right to limit, suspend, or terminate Client's use of On-site Check Printing in its own discretion.

Paycard. At Client's option, and at no additional cost to Client, Client may enroll in a paycard program with Paychex' Vendor to provide Client's Workers with the option to sign up for a paycard to receive their pay each pay period ("Paycard"). Client authorizes Paychex to transmit Client and Worker Information to Vendor, which may include i) Client ID, and ii) Worker's personal information, including, but not limited to, name, Social Security number, date of birth, and address (collectively, "Information"), as necessary, for Vendor to provide the Paycard Service to Client and Workers. Client acknowledges that Vendor is solely liable for the services it provides, and that Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Client Information on Vendor's systems and/or servers. Client acknowledges and agrees that Paychex is not providing, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client and/or Client's Workers in connection with the Paycard Service. Client will be eligible for the Paycard Service so long as: (i) Client agrees to and complies with any agreement Vendor shall require; and (ii) the agreement with Vendor is not terminated for any reason. Client must have Direct Deposit to enroll in the Paycard Service.

Paychex Analytics and Reports. Paychex will provide Client with access to a reporting and analytics platform ("Paychex Analytics and Reports" or "Service") that offers different levels and types of standard and custom reporting and data analytics). Client will have access to the standard service level for no additional Fee. Client may also choose to upgrade its service level to an offering with additional custom reports and analytics, including artificial intelligence-powered reporting. Client acknowledges that some of the Service may be provided by a Vendor of Paychex and is subject to the Third-Party Services provision.

- a) Client acknowledges and understands that, (i) as part of the upgraded service level, the Service may use and/or offer access to artificial intelligence derived from machine learning, statistical modeling, and/or data analytics and that the Service is not intended or designed to replace or override human decision-making; and (ii) the Service is subject to the Artificial Intelligence provision. Client further acknowledges and agrees that Client is solely responsible for (i) its use of, or reliance on, the information provided by the Service, including, but not limited to, the accuracy, applicability, reasonableness, or bias of any content; and (ii) the decisions Client makes based on the output of the Service, including any unintended consequences of such use.
- b) The Service is accessed by Client and its Authorized Users through their Paychex Flex® account and is subject to the Client Online Account provision. Client acknowledges and understands that (i) administrative access to Client Online Account is required to access the Service, and (ii) Paychex will provision access to the Service based on roles or permissions assigned or authorized by Client. Client authorizes Authorized Users to (i) grant access to the Service to additional Authorized Users without further notice to or authorization by Client; and/or (ii) change the level of Service through Online Account and/or by notifying Paychex. Client acknowledges and understands that Client is solely responsible for (i) determining and managing who has access to the Service, including understanding what Information each Authorized User can access depending on Client's service level; (ii) the security of all account credentials used to access Paychex Flex and/or the Service; and (iii) any actions taken on and/or through the Paychex Flex account.
- c) Client authorizes Paychex to transmit to Vendor information pertaining to Client and Client's Workers, as necessary, for Vendor to provide the Service. Information may include but not be limited to (i) Client Information such as Client name, address, industry, and company-level wage and tax information; and (ii) Worker Information such as wage information, employment-related information, including benefits and performance, dates, time tracking data, and personal information which may include name, date of birth, sex/gender identity, race/ethnicity, email address, and phone number. Client acknowledges that it may create custom fields to collect additional Client and/or Worker Information. Client acknowledges that: (i) by using the Service, custom fields and the Information collected may be shared with Vendor and/or included in reports and analytics; (ii) Client is solely responsible for the creation, maintenance, content, and use of all custom fields; and (iii) Paychex does not review any content for any purpose. Client is responsible for the accuracy and completeness of any Information provided. If Client terminates the Service or the Agreement, Vendor will cease use of and/or delete any Information transmitted to Vendor within thirty (30) days after termination except that Vendor may retain portions of the Information as required to comply with legal, security or compliance obligations. Vendor may also process, retain, and use deidentified, anonymized, and/or aggregated information during and after termination of the Service.
- d) Client further understands and acknowledges that it is solely responsible for compliance with all applicable Laws, including, but not limited to, federal, state, and local employment laws; data privacy, security and artificial intelligence laws; and industry-specific laws,

regulations, or security standards that may apply to it, or its use of the Service. Client acknowledges and agrees that the Service and its contents are not intended, and should not be construed, as providing legal or financial advice, and that Paychex is not acting in a fiduciary capacity, as an agent, as a legal representative, or as an employer or joint employer of Client or Client's Workers.

- e) The Service is provided on an "as is," "as available" basis, and Paychex expressly disclaims any and all liability related to Client's use of the Service. Paychex further specifically disclaims any representations, endorsements, guarantees or warranties, express or implied, including, without limitations, any and all implied warranties of merchantability, fitness for a particular purpose, title, timeliness, quality, accuracy or non-infringement of intellectual property rights. Notwithstanding any other provision of the Agreement, Client understands and acknowledges that Paychex' total liability for any claims, losses, costs or damages, including attorneys' fees and costs, resulting from, or in any, way related to the Service shall not exceed the total amount of monthly Fees paid by Client for the Service during the twelve (12) months preceding the date of the claim that gave rise to the liability, whether such liability is of Paychex to Client or is brought by any third party claiming losses, costs or damages by or through Client.
- f) To the extent that the Client has selected an upgraded Service level not included in their service bundle, Fees as set forth in the order form, fee schedule or its equivalent, may include a one-time set-up Fee, a per use Fee and/or a monthly Fee per active users/Workers. Client understands and acknowledges that it is solely responsible for designating the status of each Worker, and for keeping the designation current at all times. A Worker designated as active shall remain in active status until Client changes the designation.

Paychex Benefit Account Services. Paychex will provide the available services as set forth in the Paychex Benefit Account Services ("PBA Services") Agreement to Client. Client must execute the PBA Services Agreement to receive the PBA Services. PBA Services currently include Flexible Spending Account (FSA), Health Reimbursement Arrangement (HRA), and Health Savings Account (HSA) services. Client will be eligible to receive Health Reimbursement Arrangement (HRA) and Health Savings Account (HSA) services when the HRA and HSA services become available through the PBA Services Agreement to Paychex HR Pro Clients. The Paychex Qualified Small Employer Health Reimbursement Arrangement ("QSEHRA") Service is not included. If Client wishes to receive the Paychex QSEHRA Service, additional fees will apply. Paychex HR Pro Clients do not pay administrative and per participant monthly Fees or the setup Fee for the PBA Services while Client is a Paychex HR Pro Client. If the Paychex HR Pro Service Agreement is terminated, Client shall be obligated to pay the then current PBA Service Fees to retain the PBA Services.

Paychex Employee Screening Essentials. Client acknowledges that the Paychex Employee Screening Essentials Service (the "Screening Essentials Service") is performed by a Vendor of Paychex. Client acknowledges that it is solely responsible for compliance with all applicable Laws, including but not limited to the Fair Credit Reporting Act and applicable federal, state and local background check restrictions. Client will be eligible for such program so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client agrees to and complies with any agreement Vendor shall require; and (iv) Client's Agreement with Vendor is not terminated for any reason. Fees for the Screening Essentials Service, if any, are set forth in the order form, fee schedule or its equivalent. Additional Fees may apply for additional individual screens not included in the annual allotment, fees levied by third party agencies to complete additional screens, or any other services provided to Client through the Screening Essentials Service.

Paychex Employee Screening Services. Client acknowledges that the Paychex Employee Screening Services (the "Screening Services") are performed by a Vendor of Paychex. Client acknowledges that it is solely responsible for compliance with all applicable Laws, including but not limited to the Fair Credit Reporting Act and applicable federal, state and local background check restrictions. Client agrees to remit payment directly to Paychex. Client will be eligible for such program so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client agrees to and complies with any agreement Vendor shall require; and (iv) Client's agreement with Vendor is not terminated for any reason. Fees for the Employee Screening Services are set forth in the order form, fee schedule or its equivalent and consist of a set-up fee, an inspection fee, and either a monthly subscription fee or monthly à la carte fee, and any insufficient fund and premium processing Fees, as applicable. Client agrees to pay for all screens ordered through the third-party vendor. If Client has a monthly subscription and the Screening Services are terminated prior to the completion of the subscription plan, Client agrees to pay the remaining amount due on the agreement with the Vendor, after a prorating of the screens ordered has been completed. Paychex Employee Screening Services replaces Paychex Employee Screening Essentials, if selected.

Paychex Flex® Engage. Paychex, through its Vendor, will provide Client's Authorized Users with access to an employee engagement, performance management, employee recognition and rewards, and compensation management platform ("Paychex Flex Engage" or "Service"). Client acknowledges that the Service is (i) provided by a Vendor of Paychex; (ii) subject to the Third-Party Services and Online Account provisions; and (iii) subject to Vendor's End User License Agreement ("EULA") and any additional applicable terms and conditions imposed by Vendor. Client further acknowledges that Vendor is solely liable for the services it provides, and that Paychex is not responsible for (i) the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Information on Vendor's systems and/or servers; (ii) use of the Service by Client and/or its Authorized User(s), including, but not limited to any content posted on or through Paychex Flex Engage; and/or (iii) compliance with any and all applicable Laws.

Client acknowledges and agrees that (i) the Service is accessible only through Paychex Flex and is accessed without directly logging into the Vendor's platform ("Single Sign-On" or "SSO"); and (ii) each Authorized User and Authorized Contact must agree to the EULA to use the Service. Client acknowledges that it is solely responsible for determining and managing who has access to the Service through the Vendor's platform. Client further acknowledges and agrees that the Service and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Authorized Users.

As part of the Service, and to use the Service, Information from Client's Online Account in Paychex Flex is shared with Vendor. Client authorizes Paychex to transmit Client and Authorized User Information to Vendor, including, but not limited to, (i) Client Information such as Client ID, name and address, and name and email address of the Authorized Contact(s) who will be the administrator(s) of the Service, and (ii) Authorized User's Information such as Worker or User ID, name (including preferred name), email address, phone number, wage information, employment-

related dates, and employment status. Client understands and acknowledges that changes to Authorized User Information in Paychex Flex Engage, including, but not limited to, wage information and its effective date, will update Information within Paychex Flex. Client authorizes Paychex to process and incorporate any changes made in Paychex Flex Engage to Information in Client's Paychex Flex account without any additional approval and/or authorization from Client or Authorized User. Client further acknowledges and agrees (i) it is solely responsible for reviewing and verifying the accuracy of any and all changes made in Client's Paychex Flex account as a result of changes made in Paychex Flex Engage; and (ii) Paychex is not responsible for verifying any information received from Paychex Flex Engage with Vendor, Client or its Authorized Users.

Fees for the Service are set forth in the order form, fee schedule or its equivalent. Fees are monthly per Authorized User and are based on the number of active Authorized Users listed in Paychex Flex Engage, which may include Authorized Contacts added directly to the Service. Client acknowledges and agrees to pay all Fees for the Service, and depending on Client's service bundle, will pay Fees either directly to Paychex or to Vendor.

Client may opt out of or initiate the termination of the Service by disabling the Service either through Paychex Flex or Paychex Flex Engage. Paychex and/or Vendor may suspend and/or terminate the Service for failure to pay Fees or breach of any applicable terms. Upon termination of the Service, Client and Authorized Users will no longer have access to the Service and any documents and/or Information contained within the Service. Client understands it is solely responsible for downloading and/or retaining copies of any documents and/or Information.

Paychex Flex® Hiring. Paychex will provide Client with an online recruiting and applicant tracking service to facilitate the recruiting, qualifying and tracking of applicants ("Hiring Service"). Additional Fees may apply for customized or additional modules as well as any other additional services selected by Client through the Hiring Service. Client acknowledges and agrees that Hiring Service and its contents are not intended, and should not be construed, as providing legal or financial advice, that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers or as an employer or joint employer of Client's Workers, and that Client is solely responsible for compliance with all applicable Laws. Additional Fees may apply for certain Hiring Services as set forth in the order form, fee schedule or its equivalent. Client acknowledges that some Hiring Services may be provided by a Vendor of Paychex and authorizes Paychex to collect any Fees due on behalf of the Vendor. The Hiring Service may provide links to third-party websites. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, or the ability of Client to access, such websites. Client authorizes Paychex to access Client's Hiring Service account to perform administrative functions as necessary to provide the Hiring Service.

Paychex Flex® HR Administration. Paychex Flex HR Administration services (the "HR Administration Services"), is an online human resource information system which provides Client with access to a dashboard of tools, data and insights that combine HR technology, analytics, self-service, and support, including, HR Connect (Issues & Incidents) and Compliance Assistance. Not all solutions may be included with each service bundle and additional Fees may apply for certain solutions. Client acknowledges and agrees that, by offering HR Administration Services, Paychex is not intending to provide, and its actions should not be construed as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client and/or Client's Workers or as an employer or joint employer of Client's Workers. Client is solely responsible for its use of HR Administration Services and for compliance with all applicable Laws. Client acknowledges and agrees that Paychex will not review Client's use of HR Administration Services for efficacy, compliance, or any other reason. Client further acknowledges that (i) some of the Service may be provided by a Vendor of Paychex, and is subject to the Third-Party Services provision, and (ii) that this Service is accessed by it and its Workers through its Paychex Flex account, and is subject to the Client Online Account provision. Client authorizes Paychex to access Client's HR Administration account to perform administrative functions as necessary to provide the HR Administration Service.

As part of the HR Administration Services, Client may choose to create, modify, upload and store documents in Paychex Flex ("Document Management"). If Client chooses to use the Document Management solution, Client further acknowledges that Client is solely responsible for (i) Client's legal obligations to create, modify, maintain, or obtain signatures (electronic or otherwise) and/or acknowledgements with respect to any documents stored by Client; and (ii) determining (a) which records and/or documents ("Documents") to upload, (b) whether such Documents may be uploaded, executed, acknowledged and/or stored in the manner provided through the Service, and (c) whether any Document is valid or legally binding. Client understands and acknowledges that it is responsible for downloading and/or otherwise retaining all Documents, data or information stored in the HR Administration Service, and/or Document Management solution, for its own retention purposes at all times, and that termination or suspension of its Paychex Flex account will terminate its ability to access Documents. Client further acknowledges and understands that Client's Workers may access the HR Administration Service only while they are active Workers of Client, and that Client is solely responsible for providing copies of any Documents, data or information to terminated Workers. Client is eligible for the HR Administration Service only while Client remains a Client under the Agreement.

Paychex Flex® Onboarding. Paychex will provide Client with access to an online onboarding service that includes i) the ability to provide and receive information regarding newly hired Workers, ii) provide company and/or Worker specific documents and policies, iii) Form I-9 Service, and iv) E-Verify Services ("Onboarding Service"). Additional Fees may apply for certain Onboarding Services as set forth in the order form, fee schedule or its equivalent. Client is responsible for the accuracy and completeness of the information provided for each Worker and Client acknowledges that failure to timely provide such information may result in delay in payroll processing and/or the onboarding process. Client acknowledges and agrees that Onboarding Service and its contents are not intended, and should not be construed, as providing legal or financial advice, that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers or as an employer or joint employer of Client's Workers, and that Client is solely responsible for compliance with all applicable Laws. As part of Onboarding Service, Client may use Document Management for creating, modifying, uploading, and storing documents in Paychex Flex, subject to the Document Management terms and conditions. Client acknowledges that some Onboarding Services may be provided by a Vendor of Paychex and authorizes Paychex to collect any Fees due on behalf of the Vendor. Client authorizes Paychex to access Client's Flex Onboarding Service account to perform administrative functions as necessary to provide this Service.

Paychex Flex® Time-off Management. Paychex will provide Client and Client's Workers with access to a time off management system to allow Workers to submit requests for time off and Client to approve those requests, as well as to allow Clients to track Worker time off and report accruals ("Service"). Client will determine the approval workflow, including designating authorized contact(s) with approval and/or denial capabilities. Service features may not satisfy requirements for all Workers in all states and/or localities. Paychex Flex® Time or stratustime® are required for tracking based on certain time off allocation methods, including an hours worked accrual method. Client acknowledges that it is solely responsible for the accuracy of all information provided to Paychex and for compliance with any and all applicable Laws, including but not limited to Laws related to Client's time off benefits. The Service is accessed by Client and its Workers through their Paychex Flex account and is subject to the Client Online Account provision. Client agrees to pay Fees as set forth in the order form, fee schedule, or its equivalent. Certain Fees are based on the status of the Worker, and Client acknowledges that it is solely responsible for designating the status of each Worker and for keeping all designations current at all times. Paychex Flex Time-off Management is not available if Client utilizes Time Off Accrual Service. Available with applicable Paychex Time and Attendance Services or as a stand-alone service.

Paychex HR Essentials. Paychex HR Essentials includes Human Resource Services, HR Library, Labor Posters, Safety Service, Employee Assistance Program and Employee Handbook Builder Service. Each of the product and service terms and conditions are listed alphabetically in this Part C.

Paychex HR Partner Plus. Paychex HR Partner Plus may be selected as a standalone service bundle or as an optional Service to a payroll bundle. Paychex HR Partner Plus includes Human Resource Services, Employee Handbook Builder Service, Employee Assistance Program, HR Library, Labor Posters and Safety Service. The following optional Services can be selected for additional Fees: Paychex Flex Hiring, Paychex Employee Screening Services, Paychex Flex Onboarding, Paychex Learning Enhanced and Paychex Flex HR Administration + Paychex Learning Enhanced. If an optional Service is not listed as an optional Service in Client's payroll bundle, it is not available as part of Paychex HR Partner Plus. Each of the product and service terms and conditions are listed alphabetically in this Part C.

Paychex Integrations. Paychex will provide Client with the ability to connect and share data and/or Information with third-party software, systems, and/or vendors ("Integrations"). As part of Integrations, Client will have access to a marketplace of Vendors that integrate with the Services ("Paychex Marketplace"). Client acknowledges that Integrations may be provided by or through a Vendor of Paychex or a third-party vendor of Client (collectively "Vendor"), and is subject to the Third-Party Services, Client Contacts, and Online Account provisions of the Agreement. Certain Integrations may be subject to additional terms and conditions.

- a. Paychex will provide access to Integrations, including Paychex Marketplace, to Client's Authorized Contacts with administrative access. Client acknowledges and agrees that Authorized Contact(s) may, on Client's behalf, (i) select, enable, and/or manage Integrations; (ii) authorize Paychex to share Information through the Integration and/or with third parties; and (iii) agree to any Fees and/or additional or supplemental terms and conditions that may apply. Paychex is not responsible for verifying any information provided by Authorized Contact(s), including but not limited to Authorized Contact's authority to provide the information or direction. Client is solely responsible for (i) determining and managing its Authorized Contact(s); (ii) the security of all account credentials used for Integrations; and (iii) any actions taken on and/or through its Online Account and/or changes to Information.
- b. Client acknowledges and agrees that it is solely responsible for (i) the configuration of each Integration; (ii) understanding the Information shared through each Integration; (iii) obtaining any necessary consents or authorizations required to share or change Information through any Integration; and (iv) compliance with any and all applicable Laws related in any way to each Integration and/or Client's use of the Integration. Client further acknowledges and agrees that Paychex (i) makes no representations or warranties concerning any Integration; (ii) is not responsible for the accuracy, security, or availability of any Integration at any time; (iii) is not responsible for Client's compliance with applicable Laws; and (iv) by providing Integrations is not intending, and should not be construed, as providing legal or financial advice and is not acting in a fiduciary capacity on behalf of Client or Client's Workers. Paychex and/or Vendor may terminate or suspend access to any Integration in their sole discretion at any time and for any reason, including, but not limited to breach of this Agreement and/or any applicable terms and conditions or terms of use, security concerns, or non-payment of Integration Fees.
- c. Client acknowledges and agrees that Client's Authorized Contacts may be allowed and/or required to access, manage, and/or use Integrations through Paychex Flex® without directly logging in ("Single Sign-On" or "SSO"), and authorizes Paychex to share Authorized Contact's Information if necessary to enable SSO.
- d. Fees may apply for use of or access to certain Integrations. Client acknowledges that (i) it may disable Integrations through Online Account; (ii) Client may need to contact Paychex and/or Vendor to terminate applicable Integration Fees; and (iii) Client is responsible for any Fees incurred until termination.

Paychex Learning Enhanced. In addition to the Paychex Learning Essentials Service, Paychex and/or its Vendor will provide Client with the ability to add or create custom trainings ("Learning Enhanced" or "Service"). Client agrees that its designated administrator, author and/or purchaser within the Paychex Learning system shall have full authority to purchase and/or create trainings for Client's Workers on Client's behalf. Additional Fees may apply and are set forth in the order form, fee schedule or its equivalent. Client acknowledges that the Service is provided by a Vendor of Paychex. Client agrees to remit payment directly to Paychex. Client acknowledges and agrees that, by offering this Service, Paychex is not intending to provide legal advice, and Client is solely responsible for its use of, or reliance on, the information contained in the Paychex Learning system, including but not limited to the accuracy or applicability of any trainings used by Client. Client is responsible for compliance with all applicable laws or regulations, and acknowledges that neither Paychex nor its Vendor will review the trainings for compliance or any other reason. Client will be eligible for this Service so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client complies with applicable Terms of Use, which can be found within the Paychex Learning system and are incorporated herein, and any other agreement Vendor shall require; and (iv) Client's agreement with Vendor is not terminated for any reason. Upon termination of the Service or the Agreement, Client will no longer have access to the Service or any of the content, but may print or download tracking transcripts prior to

termination. Client may only retain those trainings created or uploaded by Client during the Term of the Agreement. Paychex Learning Enhanced replaces Paychex Learning Essentials, if selected.

Paychex Learning Essentials. Paychex and/or its Vendor will provide access to the Paychex Learning system, an online library of training resources and information and a tool for providing and tracking Worker trainings (“Learning Essentials” or “Service”). Client agrees that its designated administrator and/or purchaser within the Paychex Learning system shall have full authority to purchase trainings for Client’s Workers on Client’s behalf. Additional Fees may apply and are set forth in the order form, fee schedule or its equivalent. Client acknowledges that the Service is provided by a Vendor of Paychex. Client agrees to remit payment directly to Paychex. Client acknowledges and agrees that, by offering this Service, Paychex is not intending to provide legal advice, and Client is solely responsible for its use of, or reliance on, the information contained in the Paychex Learning system, including but not limited to the accuracy or applicability of any trainings used by Client. Client is responsible for compliance with all applicable laws or regulations, and acknowledges that neither Paychex nor its Vendor will review the trainings for compliance or any other reason. Client will be eligible for this Service so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client complies with applicable Terms of Use, which can be found within the Paychex Learning system and are incorporated herein, and any other agreement Vendor shall require; and (iv) Client’s agreement with Vendor is not terminated for any reason. Upon termination of the Service or the Agreement, Client will no longer have access to the Service or any of the content, but may print or download tracking transcripts prior to termination.

Paychex Perks. As part of the Services, at no additional cost to Clients, Paychex will provide a suite of voluntary employee benefits, discounts and services to eligible Clients for their Workers (“Paychex Perks” and each a “Service”). A complete list of available Paychex Perks and supplemental terms, which are incorporated by reference herein, is available at go.paychex.com/employee-engagement (“Paychex Perks Site”). Client acknowledges and agrees that the available Services and supplemental terms are subject to change at Paychex’ discretion upon notice and will be posted on the Paychex Perks Site. Client is responsible for understanding the full suite of Services offered through Paychex Perks, including but not limited to information shared with Vendor(s) and any updates or changes to Worker Information as a result of Workers use of any Service.

- a) **Vendor Responsibilities.** Client acknowledges and agrees that (i) Paychex Perks are provided by, or through, one or more Vendor(s) of Paychex; (ii) Vendor(s) and/or its service providers are solely responsible for the service provided and for compliance with any and all applicable Laws; (iii) Paychex is not responsible for the acts or omissions of Vendor(s), including, without limitation, any acts or omissions related to the security or confidentiality of any Information on Vendor’s systems and/or networks or servers. Client’s use of the Service is subject to this Agreement, Paychex’ Terms of Use, supplemental terms and conditions for the Service, and any terms and conditions imposed by the Vendor(s), if applicable. Paychex reserves the right to change Vendor(s) providing a Service, or to discontinue providing a Service at any time, by providing notice to Client in a manner chosen by Paychex as set forth in the Third-Party Services provision.
- b) **Opt-Out/Termination.** Client must timely opt out of and/or terminate any Paychex Perks Service it chooses not to offer in Paychex Flex® or as directed on the Paychex Perks Site. If Client opts out of a Service or terminates the Agreement (i) Paychex shall not provide Workers access to the Service(s) or permit Client’s Workers to enroll in any additional services, if applicable; and (ii) whether Workers may retain any services purchased from Vendor(s) prior to Client’s opt-out or termination is based upon the specific terms and conditions applicable to the Service.
- c) **Transmittal of Information.** For each Service Client authorizes Paychex to transmit to Vendor (i) name, address, and email address, for Client’s Authorized Contact; and (ii) Worker name, home address, email address, and Worker ID when the Service commences for Vendor and/or Paychex to directly contact Client’s Authorized Contact or Workers to provide information and/or marketing regarding the Service through Worker websites, Online Account, and/or by mail, email, or any other additional method selected by Authorized Contact or Worker, including text message or phone. Depending on the Service selected, Client authorizes Paychex to transmit additional Information regarding Client, including but not limited to Client name, address and industry; and Worker Information, including but not limited to Worker phone number, user ID, date of birth, Social Security number, wage information, employment-related dates, as necessary to offer and/or provide the Services. The Information transmitted for each Service is set forth in the supplemental terms incorporated herein and found on the Paychex Perks Site. Additional Worker Information may be shared upon Worker’s consent, as necessary to provide the service selected by Worker. Client authorizes Paychex to act on Information provided by or through Vendor and/or Worker, if applicable, and Client acknowledges and agrees that Paychex is not obligated to independently confirm the accuracy and completeness of the Information.
- d) **Eligibility.** Vendor is responsible for determining, if applicable, (i) if Client or Worker is eligible to access, or receive the Service(s), (ii) the determination of levels and/or types of products or services offered; (iii) when the Service(s) will commence; and (iv) for presenting and collecting any fees for the Service from Worker. Client acknowledges and agrees that (i) Vendor may require Worker to execute an agreement with Vendor or agree to Vendor’s terms and conditions; and (ii) Vendor may limit the availability and/or scope of services provided in accordance with Vendor’s terms and conditions and/or any applicable Laws. Client understands and acknowledges that for certain Services Client must have Direct Deposit Service, and termination of Direct Deposit may immediately result in a termination of those Services without notice.
- e) **Fees.** If a Worker purchases a Service that has fees, Worker will be required to (i) accept the cost and/or Vendor’s fees for the Service, (ii) authorize a method of payment, and (iii) agree to any applicable Paychex and/or Vendor terms and conditions. If Worker elects to pay for a Service through payroll, Client acknowledges and agrees that: (i) Client authorizes Paychex to process or facilitate the amount to be deducted from Worker’s paycheck based on Services elected by Workers and the information provided by Vendor; (ii) Paychex shall set up any applicable payroll deductions based on the information received from Vendor and shall have no obligation to review or verify any payroll deductions with Client, Worker, and/or Vendor; (iii) Client is solely responsible for obtaining any written authorizations from Workers as required and/or is permissible under applicable Laws; (iv) Paychex and Vendor will not be responsible for any damages that may result from Client’s failure to timely review any payroll deductions; and (v) the Direct Deposit Service terms apply. Client authorizes Paychex to remit payments to Vendor using Client’s bank account(s) designated for Direct Deposit Service, or such other bank account as Client may designate, if applicable.

- f) **Access to Services.** Workers may be required to have an account with Vendor to access a Service. Workers may be able or required to use their Paychex Flex account to access a Service without directly logging into the Service (“Single Sign On” or “SSO”), and Client authorizes Paychex to transmit Information necessary to establish SSO. Worker’s use of SSO is subject to Online Account provision.
- g) **Commissions/Fees.** Paychex may receive commissions and/or fees as compensation from Vendors in connection with Service(s) provided by or made available to, and/or purchased by Workers. Client authorizes Paychex to receive compensation from Vendor(s) for Service(s) purchased by Workers.

Paychex Retirement Services. Upon Client’s election, Paychex, or an affiliate, will perform third-party recordkeeping, and/or other administrative services (“Retirement Services”) for one or more Qualified Retirement Plans that the Client sponsors or in which the Client participates, as set forth in a separate agreement governing such Retirement Services. Client must execute the separate agreement for Retirement Services in order to receive such Services. Some Retirement Services may result in additional fees as set forth in the applicable agreement and/or Client Fee Disclosure.

Paychex Time and Attendance Services. Paychex will provide one of the following Time and Attendance Services selected by Client: Paychex Flex® Time, Paychex Flex® Time Essentials, Paychex Trueshift® or stratustime® (“Time and Attendance Services”). Paychex will provide all Clients that select Time and Attendance Services with the right to access and use Paychex’ online time and attendance solution for recording hours for the specific Time and Attendance Service Client selects (the “Application”). The term Application will be deemed to include the Time Clock Software. Access to the Application will end upon termination of the Agreement and/or the Service.

- a. **Application Requirements.** Paychex is only required to provide the Time and Attendance Services where the Application, is operated by Client: (i) in accordance with the user manual(s) or specifications; and (ii) in compliance with this section and other applicable terms and conditions, including the Paychex Terms of Use. Client must keep the Application current by promptly installing all updates, patches, and upgrades as may be provided by Paychex, and acknowledges that failure to do so may affect performance, security, and compliance, and may result in restricted access or limited functionality. Client assumes sole responsibility for any issues related to an outdated Application, and acknowledges Paychex may suspend or limit use of the Application and/or the Service in its discretion until updates are completed. Client agrees that ownership of all rights in and to the Application remain the sole and exclusive property of Paychex.
- b. **Telephone Support.** Paychex will provide all Clients that select Time and Attendance Services with telephone support consisting of unlimited telephone calls.
- c. **Time Clock Software.** Paychex will provide Client with all necessary Paychex time and attendance software (“Time Clock Software”). *This section does not apply to Clients that select Paychex Flex® Time Essentials.*
- d. **Purchase or Leased Hardware.** Client may elect to lease or purchase time and attendance data collection devices (“Time Clock(s)”) and/or other equipment (collectively, Time Clocks and any other equipment leased or purchased from Paychex are referred to as “Hardware”). All leases are month-to-month unless otherwise set forth in Client’s order form, fee schedule or its equivalent. If Client leases Hardware from Paychex (“Leased Hardware”), Client agrees that (i) Leased Hardware is the sole and exclusive property of Paychex; (ii) Client has no right, title, or interest in any Leased Hardware except as stated in the Agreement; (iii) Client cannot transfer, sell, or in any way encumber Leased Hardware; (iv) Leased Hardware is not a fixture; (v) Client will not allow any third party to file any lien or security interest on Leased Hardware; and (vi) the Agreement does not cover damage to Leased Hardware from or related to fire, flood, lightning or sudden accidental events, theft, misuse or abuse, or modification or servicing of the Leased Hardware by Client or any other third party. Upon demand by Paychex, Client agrees to deliver to Paychex any and all financing statements under the Uniform Commercial Code and any other documents Paychex demands to protect or record Paychex’ interest in the Leased Hardware. If permitted by applicable law, Paychex may file any such documents or instruments signed only by Paychex. Client agrees not to damage Paychex’ Leased Hardware and to return it in the original condition, normal wear and tear excepted, upon termination of the Agreement or as otherwise required. In the event of damage to any of Paychex’ Leased Hardware as a result of Client’s, its Workers’, or its agents’ acts or omissions, or if Client fails to return Paychex’ Leased Hardware, Client agrees to pay for all necessary repairs or replacement. *This section does not apply to Clients that select Paychex Flex® Time Essentials.*
- e. **Maintenance Services.** If Client has leased Hardware, Paychex will provide maintenance services (“Maintenance Services”) at no additional fee, if Client has purchased Hardware, Maintenance Services are available for an additional annual Fee (“Maintenance Services Fee”). Maintenance Services Fees must be paid in full before Paychex is obligated to perform any Maintenance Services. The Maintenance Services Fee shall automatically renew unless Client notifies Paychex that it no longer requires the Maintenance Services at least thirty (30) days prior to renewal. All service, labor, and ground shipping charges for Time Clocks are covered by Client’s monthly payments for Leased Hardware or by the Maintenance Services Fee, as applicable. Client must promptly notify Paychex of any issues or concerns with the Hardware. At Paychex’ sole option, it may either repair a Time Clock or replace it with either a new or refurbished Time Clock of the same or a comparable model. Paychex will supply connection cables for the comparable model, if necessary. Client agrees to separately purchase any other accessories or components required for the replacement model. Upon receipt of replacement Hardware, the Client is required to ship all replaced items to Paychex within five (5) business days of receipt of the replacement Hardware. Paychex will not provide Maintenance Services for any accessories purchased by Client. If Client does not purchase Maintenance Services or declines to renew Maintenance Services, Client shall be solely responsible for all Time Clock maintenance, including replacement or repair costs. All renewals, regardless of when requested, will be charged the annual Maintenance Services Fee. *This section does not apply to Clients that select Paychex Flex® Time Essentials.*
- f. **Termination.** Upon termination, Client is required to (i) complete termination paperwork provided by Paychex, if applicable (ii) cease use of the Application; and (iii) return all Leased Hardware to Paychex within ten (10) business days, if applicable. If Client fails to return the Leased Hardware in the time required, or damages it beyond normal wear and tear, Client will be charged a fee for each Time Clock as set forth in the order form, fee schedule or its equivalent.
- g. **Compliance with Applicable Laws.** Client agrees that it shall be solely responsible for compliance with all applicable Laws in connection with use of the Application and any Leased or Purchased Hardware including, without limitation, local, state and federal wage and hour laws and regulations and laws relating to collection, storage, and use of geolocation and/or biometric information. Client

agrees that the Services and/or Application are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers.

- h. **Disclaimer of Warranty.** With regard to any Leased and/or Purchased Hardware and Time Clock Software, Paychex hereby disclaims any and all warranties, and makes no representation or warranty of any kind, whether express or implied, including any warranties as to the condition, quality, value, suitability, durability, operability, or any other matter. Without limiting the general nature of this disclaimer, Paychex disclaims any and all warranties concerning the merchantability or fitness for a particular purpose of any Leased or Purchased Hardware and all Hardware is expressly provided "as is," subject to Maintenance Services, if applicable.
- i. **Fees.** Client agrees to pay Fees as set forth in the order form, fee schedule or its equivalent. Certain Fees are based on the status of the Worker, and Client acknowledges that it is solely responsible for designating the status of each Worker and for keeping all designations current at all times. Additional Fees may apply for shipping Time Clock accessories.

Payroll Processing. Paychex will process Client's payroll based solely on Client Information, prepare payroll checks drawn on Client's bank account or as otherwise directed by Client, and prepare payroll reports and/or documents for each payroll processed by Client, for Client's review and distribution, if applicable. Client acknowledges that Client is responsible for (i) any delayed remittance of Reimbursement Amounts and additional processing Fees resulting from its failure to submit Client Information at least two (2) banking days prior to a payroll check date; and (ii) ensuring that any checks or check stubs/wage statements are timely and accurately prepared and delivered. Paychex shall not be required to obtain authorization from Client to act on Client Information. Paychex will prepare payroll tax returns for taxes identified as being paid by Paychex on the Cash Requirements, Tax Payment Report and/or Payroll Cover Letter Report or its equivalent for the Client to review, sign, and file. Paychex will not be responsible for the remittance of payroll taxes, or other taxes, or for the filing of tax returns for Clients who elect not to receive the Taxpay service or for any tax agencies that are not enrolled in Taxpay or that are not identified on the reports as being paid by Paychex. **Despite any product terms or conditions to the contrary contained herein, Client acknowledges that Paychex Express Payroll is a completely paperless payroll service and that Paychex will not be providing any reports, documents, data, checks, or check stubs/wage statements in paper form.**

Premium Only Plan (POP). Paychex will act as plan service provider for Client's POP. Paychex will provide Client with the following plan installation documentation: (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description (collectively, "Plan Documents"). Client acknowledges that Client is responsible for (i) reviewing and signing the Adoption Agreement setting forth the terms and conditions of the plan; and (ii) distributing the Summary Plan Description to plan participants. Paychex will perform the calculations for the Key Employee Concentration Test. Client is solely responsible for all other testing. If Client has a Health Savings Account (HSA), the pretax salary reductions for Client's HSA will not be incorporated into the compliance testing results. Client will be solely responsible for any aggregate testing. Client acknowledges that if the plan fails the testing as outlined above, the Client is responsible for correcting the failure and bringing the plan into compliance with the applicable requirements as defined in section 125 of the Internal Revenue Code.

Readychex®. In accordance with the Agreement, Paychex will (i) process EFT transactions on the Funding Deadline to pay Client's Workers; (ii) hold such amounts in an account established by Paychex until Client's check date, if the Funding Deadline is prior to the Client's check date; and (iii) prepare checks payable to Client's Workers on Client's check date and provide those checks to Client. Client will distribute checks on check date or thereafter. Checks distributed to Workers before check date will not be honored and it will be Client's responsibility to pay the Workers. If Client's Worker fails to present a check for payment within six (6) months of check date ("Stale Check"), Paychex will refund the amount debited for the Stale Check back to Client minus any balances owed by Client and charge a Fee for the transfer of the Stale Check funds back to Client. Client will be solely responsible for remitting to its Workers or former Workers, any amounts due and following any state unclaimed property laws in regards to outstanding Worker funds. If a Readychex check is lost, stolen, destroyed, or otherwise not able to be cashed ("Voidable Readychex"), Client agrees to notify Paychex immediately and request to void the check. Client agrees to mark as voided and destroy any Voidable Readychex checks for which a refund has been requested or issued if it should be ultimately found or discovered. If the voided check is cashed, negotiated, or otherwise presented for payment, and Paychex and/or the financial institution that the Readychex check is drawn upon requires a lost/stolen check affidavit, Client agrees that Client is responsible for producing the affidavit. If Client is unable to produce the affidavit, Client agrees to accept all liability that results from Paychex voiding and replacing the lost/stolen check if the check is later cashed, negotiated, or otherwise presented for payment. If Client's Worker or former Worker or other third party cashes, negotiates, or otherwise presents a Readychex check for payment after it has been voided or more than once, Client agrees that it is responsible for reimbursing Paychex for the amount of the check plus any additional expenses, losses, or damages that Paychex may incur from a third party. Readychex is not available if Client utilizes Check Signing.

Safety Service. As requested by Client, Paychex will conduct a safety interview with Client and obtain a description of Client's operations. Based on the information provided by Client, Paychex will assist Client in identifying general safety hazards and applicable OSHA standards and assist Client in the development of written safety plans and corresponding safety training. Paychex will consult with Client to promote a safe work environment. Client will report to Paychex any changes to its operations that will change its safety hazards, applicable OSHA standards, or written safety plans. As required by OSHA, Client is ultimately responsible for the work-related health and safety of its Workers. Client will remain solely responsible for compliance with all Laws regulating Workers' safety and health issues and any citations, penalties, or costs associated with noncompliance.

State Unemployment Insurance Service (SUIS). Paychex will provide the following services relating to unemployment insurance for Client's employees ("Employees"): claim and appeal processing, pre-hearing preparation, analytical review of voluntary contributions, and charge statement balancing. Client agrees to complete applicable power of attorney and record of address forms where needed. For an additional Fee, Client can request and authorize Paychex to appear and represent Client by telephone at any unemployment insurance hearing for a specified Employee ("SUI Representation Service"), provided the state in which the hearing is being held will allow such representation. The SUI Representation Service will be performed only for any unemployment insurance hearing regarding the specified Employee. By representing Client at any unemployment insurance hearing for the specified Employee, Paychex is not acting as Client's attorney, nor will Paychex provide Client

legal advice. Paychex does not guarantee the outcome of the hearing. Paychex expressly reserves the right to decline the Client's request to represent Client at the unemployment insurance hearing, or any appeal. Client expressly agrees that the SUI Representation Service will be performed pursuant, and subject to, the terms of the Agreement. Upon termination of the SUI Service, Client will notify their state unemployment agency and remove Paychex as their agent of record. Following termination, Paychex will not forward any unemployment notices or communications it receives from a state unemployment agency to Client and Client will be solely responsible for responding to any unemployment notices and hearings. Paychex will not be liable for Client's failure to timely respond to notices received by Paychex following termination of the SUI Service.

Tax Credit Service. Paychex, through its Vendor, will provide Client with assistance in locating, preparing and filing for certain tax credit and hiring-based incentive programs ("Tax Credit Service" or "Service"). Client acknowledges that (i) the Service is performed solely by a Vendor, (ii) Vendor is solely liable for the performance of the services it provides, and (iii) Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Client Information on Vendor's systems and/or servers.

Client may opt out of the Tax Credit Service by visiting go.paychex.com/employer-services. Unless Client has opted out of the Tax Credit Service, Client authorizes Paychex, when the Service commences, to transmit Information to Vendor, including, but not limited to, (i) Client Information such as Client ID, and the name, email address, and phone number of the Authorized Contact(s) who will be the administrator(s) of the Service, and (ii) Worker Information such as Worker ID, name, Social Security number, date of birth, address, phone number, email address, employment status, employment-related dates and wage information.

Client will be eligible for the Tax Credit Service so long as: (i) Client agrees to and complies with any agreement Vendor shall require; (ii) Client agrees to and pays to Vendor any additional fees as detailed in the separate agreement with Vendor, if applicable; and (iii) the agreement with Vendor is not terminated for any reason. Client acknowledges and agrees that its Authorized Contact(s) with full administrative access to Online Account are authorized to (i) complete setup of the Service with Vendor; (ii) agree to Vendor's terms and conditions; and (iii) administer the Service on behalf of Client.

Client acknowledges that Vendor may remit a percentage of the fees Vendor receives to Paychex and Client authorizes Paychex to receive these fees as additional compensation for the Service. Client further authorizes Vendor to provide to Paychex information pertaining to the tax credits and Paychex to forward information received from Vendor to the IRS if required.

Taxpay®. On the Funding Deadline, Paychex will (i) process EFT transactions in accordance with the Agreement to pay the payroll taxes that are specifically identified as being paid by Paychex on the Cash Requirements, Tax Payment Report and/or Tax Deposit Report or their equivalent; (ii) hold such amounts in an account established by Paychex until such time as these amounts are due to the appropriate taxing authorities; and (iii) prepare, sign, and file with proper taxing authorities all returns for such taxes on an ongoing basis. Paychex is not responsible for the payment of taxes or the filing of returns prior to the Taxpay Service Effective Date, after a Client default, and/or for payroll taxes which Paychex did not collect from Client, and/or for additional taxes owed due to a change in tax rate. Paychex has the right, in its sole discretion, to abate and/or appeal any interest or penalties assessed by taxing authorities against Client, and Client agrees to fully cooperate in any abatement or appeals pursued by Paychex. Client understands that (i) there may be different Taxpay Service Effective Dates for each tax agency, and (ii) Client is solely responsible for any consequences, losses or damages including, without limitation, interest, penalties, or changes in tax rates, arising out of or relating to any request by Client for Paychex to pay taxes or file returns after the tax agency's deadline.

Time Off Accrual Service (TOA). Paychex will provide a tracking and reporting service for Worker time off benefits based on Client Information provided by Client each pay period. Client acknowledges that it is solely responsible for the accuracy of information provided to Paychex and for compliance with all applicable Laws related to Client's time off benefits. Time Off Accrual Service is not available if Client utilizes Paychex Flex® Time-off Management Service.

W-2 Service.

- a. **Preparation and Filing.** Unless Client directs Paychex in writing not to provide the W-2 Service, Paychex will (i) prepare Forms W-2 and W-3 and Forms 1099 and 1096, if applicable ("Forms"); (ii) file the Forms with the appropriate federal and state agencies; and (iii) provide electronic access to Forms to Client and/or Client's Workers and/or provide hardcopy Forms. Client acknowledges that it is required to have an Online Account with an active administrator to access and review Forms electronically, and that each Worker must have an active user Online Account to access their own Forms, if applicable. Client acknowledges and agrees it is solely responsible for (i) reviewing all Forms for accuracy, including providing accurate addresses; and (ii) any delay or inability to access Forms electronically due to not having active Online Accounts.
- b. **Delivery.** As part of the Service, Paychex allows Workers to consent to receive Forms only electronically through Paychex Flex®. Paychex will not provide hardcopy Forms for any Worker that has consented to receive Forms electronically. For Clients receiving hardcopy Forms, Paychex reserves the right, at its discretion, to only provide Forms electronically after notice of the change at least fifteen (15) days prior to the deadline for distribution of Forms to Workers. Client acknowledges and agrees it is solely responsible for (i) ensuring Workers receive their Forms as required under any applicable Laws, regardless of how they are provided to Client by Paychex; and (ii) compliance with all state and/or federal statutes or regulations regarding consent of, and distribution to, each Worker, regardless of how Worker has elected to receive Forms. Client authorizes Paychex to directly contact its Workers regarding the W-2 Service through Online Account, and/or by mail, email, or any other method selected by Worker, including text message or phone.
- c. **Integration.** As part of the Service, at no additional cost to Client, Employees will have the option to import their Form W-2 Information from Client's Online Account into certain tax preparation software provided by one or more Vendors of Paychex. Client authorizes Paychex to transmit Client and Employee Information from Form W-2, and Employee's user ID, to Vendor upon Employee's request through the Vendor to import their Information. Client acknowledges and agrees that (i) the integration is subject

- to the Third-Party Services and Online Account provisions; (ii) Paychex makes no representations concerning any third-party tax preparation software; and (iii) Paychex is not responsible for the accuracy, security or availability of the integration with such software.
- d. **Fees.** W-2 Service Fees, if applicable, include a base Fee, a per Form Fee, and/or handling Fees. If Client is in breach of its obligations for payment of any Amounts Due, Paychex shall not be obligated to provide the W-2 Service, including online access to Forms.

Workers' Compensation Payment Service. Paychex will perform workers' compensation payment services (the "WCP Service") for Client as set forth in the Paychex Workers' Compensation Payment Service Agreement. Availability of the WCP Service is dependent on insurance carrier selection and/or carrier underwriting requirements. The WCP Service does not include the sale of workers' compensation insurance coverage and is not proof of coverage. Client is solely responsible for obtaining and maintaining any required coverage. Client must execute a separate Paychex Workers' Compensation Payment Service Agreement in order to receive the WCP Service. If Client selects Workers' Compensation Payment Service, but either terminates or elects not to receive the Service, Client is solely responsible for contacting Paychex to begin receiving the Workers' Compensation Report Service.

Workers' Compensation Report Service. Paychex will provide Client with access to a monthly report with the calculated workers' compensation premium amounts consisting of the payroll wages and workers' compensation premiums in each class code for each payroll processed by Client ("Report"). Additional Reports may be purchased for an additional Fee. The Workers' Compensation Report Service does not include the sale of workers' compensation insurance coverage and is not proof of coverage. Client is solely responsible for obtaining and maintaining any required coverage. Workers' Compensation Report Service is only available to Client's that do not currently receive Workers' Compensation Payment Service.

Workforce Management. Workforce Management includes Paychex Flex Time® (as part of Paychex Time and Attendance), Paychex Flex® Time-off Management, and any additional add-ons as set forth in Client's order form, fee schedule, or its equivalent. The terms and conditions for Paychex Time and Attendance and Paychex Flex Time-off Management are listed alphabetically in this Part C.

Companies Entering Into Separate Agreements

The individual signing this Agreement represents and acknowledges that he or she has the authority to (i) execute this Agreement on behalf of each Client identified below, and (ii) bind each Client to this Agreement. Client warrants that it possesses full power and authority to enter into this Agreement and has read and agrees to the terms and conditions of this Agreement.

[illegible]

Company Name City of Dawsonville
Company FEIN

This Payactiv Master Services Agreement ("**Agreement**") (Rev. 09/2025) is between Payactiv, Inc. ("**Payactiv**"), and the company listed above ("**Client**"). The terms of this Agreement apply to Client's use of the service and are effective unless Client opts out or terminates as set forth below. Payactiv and Client may collectively be referred to as the "**Parties**" or individually as a "**Party**".

Recitals. The purpose of this Agreement is to make the Payactiv programs outlined herein ("**Program(s)**" or "**Services**") available to Client's eligible employees and/or independent contractors in the United States ("**Eligible Workers**").

Terms. The Parties hereto agree as follows:

1. Services. Client hereby engages Payactiv to provide the Program(s) identified below to its Eligible Workers in the United States. Payactiv is responsible for determining if Client is eligible for the Services and if and when the Services will commence.

2. Eligibility. Client's Eligible Workers shall be allowed to participate in the Program(s) unless specified otherwise ("**Eligible Workers**"). Eligible Workers may enroll in and access the Program(s) directly through Paychex and Payactiv mobile applications. Eligible Workers who participate in the Program(s) are "**Participating Workers**." Client acknowledges that it is solely responsible for determining whether any workers are ineligible from participating in the Program(s) for any reason, and for taking any steps necessary to prevent ineligible workers from using the Program(s).

3. Payactiv Client Portal & Accounts. As part of the Services, Payactiv shall provide Client's authorized contact access to Payactiv's online, web and mobile application-based platform related to the Program(s) ("**Payactivate Portal**"). Payactiv shall establish for Client's authorized contact one or more accounts associated with a unique user name and password through which Client's authorized contact may access and use the Payactivate Portal.

4. Transmittal of Information. Client shall either provide, or authorize Paychex to provide on Client's behalf, all data necessary for Payactiv to offer the Services to Eligible Workers. Client authorizes Paychex to transmit Client and Eligible Worker information to Payactiv when the Service commences, including, Client ID and Eligible Worker information, such as employee and worker IDs, names, email addresses, wage information, employment-related dates, work and resident states, and time tracking data from a Paychex time and attendance service, if applicable. When an Eligible Worker enrolls in the Service, Client further authorizes Paychex to transmit to Payactiv Client name and address; and name, email address, and phone number for Client's authorized contact to work with Payactiv as necessary to provide the Service; and additional Eligible Worker information as necessary. Client authorizes Payactiv and/or Paychex to directly contact its Eligible Workers at the contact information provided to provide information and/or marketing regarding the Service when the Service commences. All information regarding the Client or an individual is collectively referred to as the "**Information**". In the event Client does not utilize a Paychex time and attendance service, Client may provide time and attendance data to Payactiv through use of any other time and attendance system that gives Payactiv access to Client's data.

4.1. Data Requirements and Security. Any data or information obtained from either Party pursuant to this Agreement shall be kept confidential and stored with data encryption at rest and in transit. Payactiv represents and warrants that the Information obtained pursuant to this Agreement shall be

maintained in a manner consistent with its Information Security Management System, which shall rely on ISO27001 fundamentals and SOC 2 Type II reporting, or equivalent updated industry standard. Payactiv may use the Information obtained from Client or Paychex only as necessary to evaluate and perform the Services hereunder, and shall not sell, share, or disclose the Information to any unaffiliated third party for any reason. Client agrees to the Data Processing Agreement available at this website, <https://www.payactiv.com/data-processing-agreement/>, which may be updated or modified by Payactiv from time to time as necessary to comply with applicable law.

5. Pay on Demand (“POD”) Program.

5.1. **Overview.** Payactiv’s POD Program allows Eligible Workers to gain access to a portion of their earned but unpaid wages before a scheduled check date (“**Earned Wage Access**” or “**EWA**”), which Payactiv shall provide by purchasing from each such Participating Worker a factored future received wage payment (“**FFRWP**”), representing the Participating Worker’s future rights in the portion of earned wages received on account of such FFRWP. In the event a pay rate is not provided by Client, Payactiv will apply a default pay rate for such Eligible Worker(s) as necessary. Payactiv shall fund all FFRWPs. Participating Workers may view their latest earnings; deposit accessible funds into their account of choice; pick up EWA in cash from Walmart; utilize EWA to pay a bill, take an Uber ride, or purchase an Amazon gift card; and manage their direct deposit, subject to applicable law.

5.2. POD Pricing.

EWA disbursement fees are paid by the Participating Workers unless specified otherwise. Payactiv’s pricing schedule is available at <https://www.payactiv.com/paychex/>.

5.3. **Settlement.** Payactiv shall obtain the Participating Worker’s voluntary consent in writing for Client to, through Paychex, **(1)** deduct a portion of that Participating Worker’s wages in an amount equal to the applicable FFRWP, plus any applicable fees, from the Participating Worker’s next regularly scheduled payment (plus up to 3 additional scheduled payments if necessary), and **(2)** remit those amounts directly to Payactiv. Client agrees to timely process such authorized deductions.

5.4. **Deduction Processing.** Payactiv provides Paychex with a periodic record of the amount to be deducted from each Participating Worker’s check. Paychex will add the deduction for the Participating Workers to Client’s payroll, and remit payments to Payactiv on Client’s/Participating Worker’s behalf. If Paychex is unable to successfully remit any payment to Payactiv on Client’s/Participating Worker’s behalf, or if Payactiv cannot otherwise successfully retrieve the proceeds of Client’s deductions, Client shall remit such undisputed amounts as are due to Payactiv pursuant to further instructions.

5.5. Client shall not be liable to Payactiv for any amounts Client is unable to deduct from a Participating Worker due to a shortage of available wages.

5.6. Client shall be liable to Payactiv for any amounts Payactiv is unable to recoup from Eligible Workers as a result of Client’s failure to comply with its obligations hereunder, such as a Client preventing deductions from being processed in accordance with this section.

6. **Additional Services.** In addition to the Services facilitated by Payactiv as described herein, the Payactiv Application (“**Payactiv App**”) also enables users to utilize non-employer-sponsored services, including, but not limited, to, access to a Payactiv Visa Card (if available), financial counseling, curated discounts, predictive analysis and recommendations for savings, spending, budgeting, and bill management, all at no cost. Participating Workers’ use of the Program(s) is governed by separate Program Terms and Conditions, which may be updated or modified by Payactiv from time to time.

7. Worker Adoption and Promotion by Client and Payactiv. Client agrees to work with Payactiv in good faith to inform and educate Eligible Workers about the Program(s), including through distribution of Program materials.

8. Termination.

8.1. Termination for Convenience. Client may opt out of or initiate the termination of this Agreement at any time by disabling the services through Paychex. Payactiv may terminate the Agreement at any time with thirty (30) days' prior notice.

8.2. Effect of Termination. Upon termination of this Agreement for any reason: (a) Client authorizes Paychex to deduct any outstanding undisputed FFRWP payments and/or fees due to Payactiv from Client pursuant to Section 5.4 above and in accordance with Payactiv's user terms and conditions; (b) Client acknowledges that the Information will continue to be shared by Paychex with Payactiv until the effective date of termination (c) Client's and each Eligible Workers' right to use EWA shall be terminated; and (d) Payactiv shall have no further obligation to provide any Services to Client, or to offer the Program(s) to Client's Workers. These rights and obligations shall survive the expiration or termination of this Agreement.

8.3. Suspension or Termination by Payactiv. Without limitation of any other rights or remedies, Payactiv reserves the right to suspend or restrict Client's or any Eligible Worker's access to the Payactiv App, or, in the case of an authorized contact, the Payactivate Portal, in whole or in part, if: (a) Payactiv reasonably believes that Client or any Participating Worker has violated this Agreement or the Program Terms and Conditions; (b) Client or any Participating Worker fails to cooperate with a reasonable investigation by Payactiv of any suspected violation of this Agreement or the Program Terms and Conditions; (c) there is a denial of service attack on Payactiv's servers or systems, a security breach or a similar event, and Payactiv reasonably believes that suspension of Client's or any Participating Worker's access is reasonably necessary to protect systems, information or data; (d) Payactiv receives an order or directive from any law enforcement agency, regulatory body or other authority claiming jurisdiction over Payactiv; (e) Client applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets (or such a receiver, trustee or liquidator is appointed), or Client has filed (involuntary or voluntary) for bankruptcy, becomes or is insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (f) Payactiv no longer offers the Services described hereunder.

9. Rights after Termination; Survival. Termination of this Agreement shall not affect the rights and obligations of the Parties that have accrued prior to the date of termination.

10. Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party that: (a) it is a corporation or organization duly organized and validly existing under the laws of the jurisdiction in which it was incorporated or organized; (b) it has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations under this Agreement; and (c) it will comply with all applicable federal and state laws in connection with this Agreement.

11. Client Representations and Warranties. Client represents and warrants that it has and shall have all rights necessary to provide the Information described herein. Client further represents that any authorized contacts with access to the Payactivate Portal are authorized to have such access and review the Information. Client further represents and warrants that it is solely responsible for compliance with all

applicable laws and regulations, including but not limited to, wage and hour laws for Eligible and Participating Workers, and will ensure compliance with laws and regulations pertaining to, without limitation, payroll deductions, the appropriate classification of Eligible and Participating Workers, the accuracy and completeness of payments made to Participating Workers and any associated records.

12. Disclaimer. EXCEPT FOR PAYACTIV'S EXPRESS WARRANTIES AS SET FORTH HEREIN, PAYACTIV MAKES NO AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. PAYACTIV DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICES OR THE PAYACTIVATE PORTAL SHALL BE UNINTERRUPTED OR ERROR- FREE. IF ANY CONTENT STORED ON THE PAYACTIVATE PORTAL IS DAMAGED, CORRUPTED, LOST OR DELETED, FOR ANY REASON, PAYACTIV SHALL HAVE NO OBLIGATION OR LIABILITY TO CLIENT OR ANY OTHER PERSON, EXCEPT TO USE COMMERCIALY REASONABLE EFFORTS TO ATTEMPT TO RECOVER SUCH CONTENT. PAYACTIV FURTHER DISCLAIMS ALL RESPONSIBILITY FOR ENSURING WAGE AND HOUR COMPLIANCE FOR PARTICIPATING WORKERS, INCLUDING WITHOUT LIMITATION COMPLIANCE PERTAINING TO PAYROLL DEDUCTIONS, PARTICIPATING WORKERS' CLASSIFICATION AND ACCURACY OF PAYMENTS MADE TO PARTICIPATING WORKERS AND ANY ASSOCIATED RECORDS.

13. Limitation of Liability/Consequential Damages Waiver. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, LOSS OF PROFITS OR BUSINESS OPPORTUNITIES OR SAVINGS, OR ANY OTHER NON-CONTRACTUAL DAMAGES. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR PAYMENT OBLIGATIONS HEREUNDER, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID OR OWED TO PAYACTIV BY CLIENT UNDER THIS AGREEMENT DURING THE MOST RECENT TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY APPLY EVEN IF PAYACTIV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND LIABILITIES.

14. Indemnification

14.1. Mutual Indemnity Rights. Each Party shall defend, indemnify and hold harmless the other Party from and against any and all third-party losses, damages, liabilities, and expenses, including reasonable attorneys' fees (collectively, the "**Claims**"), it incurs to the extent directly caused by: (i) the other Party's breach of this Agreement, or (ii) the other Party's (including its directors, officers, agents or employees) gross negligence or willful misconduct.

14.2. Payactiv's Indemnity Obligations. Payactiv shall defend, indemnify and hold harmless Client from and against (i) loss or compromise of Client or Employee data privacy or security caused by Payactiv, (ii) a third-Party claim made against Client due to the normal operation of Payactiv's Programs in accordance with this Agreement, or (iii) third party claims made against Client alleging that Client's or a Participating Worker's authorized use of the Services infringes or misappropriates the third party's intellectual property rights.

14.3. Client's Indemnity Obligations. Client shall defend, indemnify and hold harmless Payactiv from and against third party claims made against Payactiv due to Client's alleged violation of any employment, wage and hour, or workplace harassment laws not due to the normal operation of the Program in accordance with this Agreement.

14.4. The Parties indemnified hereunder shall include the Party's parent, subsidiaries, affiliates, shareholders, and successors, and the managers, officers, directors, employees, and agents of each.

14.5. Procedure. The indemnified Party shall give prompt notice of any indemnified claim to the indemnifying Party, shall give the indemnifying party the opportunity to defend, compromise, or settle such claim with counsel selected by such indemnifying Party, and shall reasonably cooperate in the course thereof. The indemnifying Party shall not enter into any compromise or settlement of any claim hereunder on the part of the indemnified Party without the indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified Party may participate in its defense with counsel of its own choosing and at its sole expense.

15. Additional Terms.

15.1. Intellectual Property. Payactiv owns all rights in and to the Services, including but not limited to all intellectual property related to the Services, the Payactiv App, and Payactiv software. Payactiv grants to Client and Eligible Workers a non-sublicensable, non-exclusive, non-transferrable, limited license to use the software in connection with the Services and in accordance with the law and any applicable terms and conditions. If Client gives Payactiv feedback regarding improvement or operation of the Program(s) (together, "**Feedback**"), Payactiv may use the Feedback without restriction or obligation. Payactiv reserves all rights not expressly granted herein.

15.2. Relationship. Nothing in this Agreement shall be deemed to create an employment, partnership or joint venture relationship between the Parties. Payactiv shall set its own work schedule to perform its obligations under this Agreement and shall be responsible for the manner in which they are performed. The Parties shall perform their respective obligations in a professional manner with a level of skill commensurate with the obligations to be performed. Payactiv is an independent contractor and shall provide its own materials, equipment, office space and other business items necessary to perform the obligations of this Agreement.

15.3. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties relating to such transactions, whether written or verbal. If any term of this Agreement is to any extent unenforceable all other terms hereof shall remain in full force and effect. This Agreement may be amended only by written consent of both Parties.

15.4. Arbitration / Governing Law. This Agreement is governed by the laws of the State of California without reference to conflict of laws rules. Each Party knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement. All controversies and claims arising under or relating to this Agreement are to be resolved by arbitration in accordance with the rules of the American Arbitration Association. Each Party shall submit to a court of competent jurisdiction to enforce any arbitration award.

15.5. Expenses; Attorney Fees. In event either Party brings action against the other Party with respect to a breach of this Agreement and the action results in a final judgment, the prevailing Party shall be entitled to receive reimbursement for all reasonable costs and expenses, including attorney's fees, from the other Party.

15.6. Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not unreasonably be withheld. Notwithstanding the

foregoing, Payactiv may assign this Agreement without Client's consent (a) to an affiliate or (b) in connection with the sale or other transfer of all or substantially all of Payactiv's equity or assets to which this Agreement relates. In addition, Client acknowledges and agrees that Payactiv may (x) sell, transfer, assign or otherwise convey any account receivable to a third party and (y) collaterally assign this Agreement to a third party in connection with a financing transaction involving Payactiv. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Any attempted assignment in violation of this Section shall be null and void.

15.7. Notices. All notices required or permitted under this Agreement shall be sent as follows, or to such other address as may be designated by a Party by giving written notice to the other Party, to Payactiv.

Payactiv, Inc.
Attn: Legal Department
400 N. McCarthy Blvd. Ste 100
Milpitas, CA 95035
legal@payactiv.com

Payactiv shall send all notices required or permitted under this Agreement to Client via Client's address on file with Paychex.



CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 9

DATE: SEPTEMBER 3, 2026

TITLE: GEORGIA MOUNTAIN REGIONAL COMMISSION COUNCIL PRIVATE
SECTOR APPOINTMENT

PRESENTED BY: JOHN WALDEN, MAYOR

PURPOSE FOR REQUEST

TO REQUEST APPROVAL OF SAMUEL DUNLAP AS THE PRIVATE SECTOR APPOINTMENT TO
THE GMRC COUNCIL FOR FY 2027

TERM IS THROUGH 06/30/2027

HISTORY/ FACTS / ISSUES

- DAWSON COUNTY BOARD OF COMMISSIONERS INTENDS TO APPOINT SAMUEL DUNLAP AT THEIR 09/03/2026 MEETING
 - GMRC ENCOURAGES THE COUNTY AND THE CITY TO JOINTLY AGREE ON THE APPOINTEE
 - KEVIN HERRIT, THE FORMER ECONOMIC DEVELOPMENT MANAGER FOR THE DAWSON COUNTY CHAMBER OF COMMERCE FORMERLY SERVED ON THE COUNCIL SINCE 2022. SAMUEL DUNLAP IS THE NEW ECONOMIC DEVELOPMENT MANAGER
-

FINANCIAL IMPACT

RECOMMENDATION



MEMORANDUM

To: Local Government Mayors, Sole Commissioners or Commission Chairmen, City and County Managers, and City and County Clerks

From: Heather Feldman, GMRC Executive Director

Date: May 4, 2026

Re: Appointment or Reappointment of Private Sector Members of the GMRC Council

As you all know, each of our counties has one Private Sector Appointee on the GMRC Council. These individuals will be considered for reappointment, or a new individual can be considered for appointment at the June 25, 2026 Council meeting for the term of July 1, 2026 through June 30, 2027.

We encourage the county and its cities to jointly agree on the appointee. I encourage you to discuss with each other and the appointee of your intentions. If we do not hear differently, we assume that you do not plan to change your current appointment, so it is very important that you notify GMRC of your intentions. The appointment form is attached, and should be returned, by email, to Gina Kessler by **Monday, June 15, 2026**. Should you have any questions, please contact Gina Kessler at 770-538-2607 or gkessler@gmrc.ga.gov.

FY26 Private Sector Appointees are as listed:

<u>County</u>	<u>Appointee</u>
Banks	Vicki Boling Jones
Dawson	Kevin Herrit
Franklin	Leslie McFarlin
Habersham	Lawrence Bridges
Hall	Deborah Mack
Hart	Bill Chafin
Lumpkin	VACANT
Rabun	Doug Wayne
Stephens	James Addison
Towns	Michael Courey
Union	Kristen Bentley
White	Lauren Williams



CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 10

DATE: SEPTEMBER 3, 2026

TITLE: CONSIDERATION OF CITY COUNCIL MEETING DATE CHANGE

PRESENTED BY: JOHN WALDEN, MAYOR

PURPOSE FOR REQUEST

TO CONSIDER CHANGING THE THURSDAY, OCTOBER 1, 2026 CITY COUNCIL MEETING TO MONDAY, OCTOBER 5, 2026

HISTORY/ FACTS / ISSUES

- MEETING ON THURSDAY, OCTOBER 1, 2026 WAS SCHEDULED PRIOR TO THE RELEASE OF THE DAWSON COUNTY SCHOOL DISTRICT CALENDAR AND THIS MEETING FALLS DURING FALL BREAK
-

FINANCIAL IMPACT

RECOMMENDATION



CITY COUNCIL
EXECUTIVE SUMMARY FOR
AGENDA ITEM # 11

DATE: SEPTEMBER 3, 2026

TITLE: ORDINANCE NO. 03-2026

PRESENTED BY: KEVIN TALLANT, CITY ATTORNEY

PURPOSE FOR REQUEST

FIRST READING OF ORDINANCE NO. 03-2026

ORDINANCE NO. 03-2026: AN ORDINANCE TO AMEND SECTION 14-30 OF THE CODE OF ORDINANCES OF THE CITY OF DAWSONVILLE, GEORGIA, TO ELIMINATE PENALTY MULTIPLIERS AND REPEAT OFFENDER FEES ON HIGH STRENGTH WASTE WATER DISCHARGES TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

FIRST READING: SEPTEMBER 3, 2026

SECOND READING AND CONSIDERATION TO ADOPT: SEPTEMBER 21, 2026

HISTORY/ FACTS / ISSUES

- **REMOVES REPEAT OFFENDER AND MULTIPLIERS OUT OF ENFORCMENT FOR HIGH STRENGTH WASTEWATER AS PER GCF SETTLEMENT REQUIREMENT**
- **POTENTIAL FINES REMAIN IN PLACE FOR OTHER REPEAT VIOLATIONS**

FINANCIAL IMPACT

RECOMMENDATION

Subject Matter: Amend Section 14-30
Date of First Reading: 09/03/2026
Date of Second Reading: 09/21/2026
Date of Adoption: _____
Effective Date: _____

ORDINANCE NO. 03-2026

AN ORDINANCE TO AMEND SECTION 14-30 OF THE CODE OF ORDINANCES OF THE CITY OF DAWSONVILLE, GEORGIA, TO ELIMINATE PENALTY MULTIPLIERS AND REPEAT OFFENDER FEES ON HIGH STRENGTH WASTE WATER DISCHARGES TO PROVIDE FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

WHEREAS, pursuant to Article IX, Section II, Paragraph II of the Constitution of the State of Georgia and Chapter 35 of Title 36 of the Official Code of Georgia, the City Council of Dawsonville is empowered to adopt reasonable ordinances for local government upon matters not governed by general law and which are not inconsistent with the Constitution of the State of Georgia or the Charter of the City of Dawsonville;

WHEREAS, the City of Dawsonville previously enacted Section 14-30 of the Code of Ordinances establishing penalties for violations of city ordinances;

WHEREAS, the City of Dawsonville desires to simplify the penalty structure by eliminating all penalty multipliers and repeat offender fees previously imposed on high strength wastewater discharges under Section 14-30; and

AND WHEREAS, the City of Dawsonville desires to establish a uniform penalty framework that does not impose enhanced penalties based on the number of prior violations for high strength waste water discharges;

NOW THEREFORE, the governing body of the City of Dawsonville, Georgia, does hereby amend Section 14-30 of its Code of Ordinances as follows:

SECTION I: ELIMINATION OF PENALTY MULTIPLIERS AND REPEAT OFFENDER FEES.

Chapter 14 Utilities, Article II. Water and Sewer Service, Division 1. Generally, Section 14-30 of the Dawsonville Code of Ordinances is hereby amended by striking Section 14-30 in its entirety and inserting in lieu thereof a new Section 14-30, as follows:

Sec. 14-30. – Penalties for Violation.

(a) Any person or user found to be violating any provision of this article related to non-payment of bills shall as a penalty prior to any further provision of water, sewer and/or garbage services pay all outstanding bills in full including the reconnection fees set forth in chapter 2, section 2-110, late fees prescribed in chapter 14, section 14-25(a)(1), and applicable interest charges pursuant to chapter 14, section 14-25(a)(3).

(b) Any person or user found to be violating any provision of this article, other than for non-payment of bills or wrongful discharge as set forth in subsection (c) below, shall be issued a citation returnable to the city court for the city and upon conviction be punished as provided for under city ordinances and state law. Each day in which any such violation continues shall be deemed a separate offense.

(c) Any industry, commercial concern, person, or user who discharges any waste material from any source into manholes on the city's sewer system or who discharges or causes to be discharged toxic substances without paying for the increased cost as described in section 14-78, or those incompatible substances as described in sections 14-79, 14-80 and 14-81, shall be in violation of this article and subject to the maximum penalties allowed by state law and city ordinance. Each pound or gallon of the incompatible substances discharged or caused to be discharged into the city sewer system shall be deemed a separate offense with each offense subject to the maximum penalty allowed by state law and city ordinance. Jurisdiction for prosecution of a violation under this subsection shall lie in the City Court of Dawsonville or in the Superior Court of Dawson County at the choice of the city. Further, the city, in its discretion, may decline to accept the discharge of and disconnect sewer service to any industry, commercial concern, person, or user who discharges or causes to be discharged any incompatible substance or who violates any provision of article II. Sewer service may only be resumed upon payment of all outstanding fees, fines and interest by the violator and demonstration by the violator to the city's satisfaction that the violator has the ability to prohibit the discharge of incompatible substances into the sewer system and otherwise comply with all provisions of article II. In order to enforce article II and protect its sewer system, the city shall have the right to enter upon the private property of such violator and cut off access to the sewer system of the city.

(d) For the second offense in any 12-month period, a repeat offender fee equal to 25 percent of the penalty shall be added, with a fee equal to 50 percent of the penalty for the third offense, 75 percent of the penalty for the fourth and the fee shall be doubled (100 percent) for the fifth and any subsequent offense during any 12-month period. The foregoing notwithstanding, no fees shall be assessed in excess of that allowed by state law to the extent addressed by state law.

SECTION II: INCORPORATION AND REPEALER

Except as modified herein, the remainder of the Code of Ordinances of the City of Dawsonville is affirmed and incorporated herein. All laws and parts of law in conflict with this enactment are hereby repealed.

SECTION III: ORDINANCE VALIDITY

If any section, provision or clause of any part of this ordinance shall be declared invalid or unconstitutional, or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent that this ordinance would have been adopted had such invalid portion not been included herein.

SECTION IV: EFFECTIVE DATE

This ordinance shall be effective the day following its passage by the City Council of Dawsonville.

SO ADOPTED AND ORDAINED by the City Council of Dawsonville, Georgia, this ____ day of _____, 2026.

MAYOR AND DAWSONVILLE CITY COUNCIL

By:

John Walden, Mayor

Caleb Phillips, Council Member Post 1

William Illg, Council Member Post 2

Sandy Sawyer, Council Member Post 3

Mark French, Council Member Post 4

ATTESTED TO BY:

Beverly A. Banister, City Clerk